CITY OF GREENSBURG
REGULAR CITY COUNCIL MEETING
300 SOUTH MAIN GREENSBURG, KANSAS
MONDAY, SEPTEMBER 19, 2016
6:00 PM

A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

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

E) RECOGNITIONS, PROCLAMATIONS, AWARDS, & NOMINATIONS
   1. Proclamation for Constitution Week (September 17th – 23rd)

F) CONSENT AGENDA
   These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.
   1. Approval of Minutes
      a. Regular Meeting – September 6, 2016
   2. Appropriation Ordinance
      a. Ordinance #1084

G) ITEMS OF BUSINESS
   1. Presentation of City Audit
   2. Equipment from Asian Kitchen
   3. Discussion on Junked Motor Vehicles
   4. Airport Grant

H) CITY ATTORNEY’S REPORT

I) CITY ADMINISTRATOR’S REPORT

J) GOVERNING BODY COMMENTS

K) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

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

To be placed on future agendas please contact City Administrator Kyler Ludwig at administrator@greensburgks.org or call City Offices at 620-723-2751.
PROCLAMATION FOR CONSTITUTION WEEK

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of
the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its
memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the
United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Bob Dixon, by virtue of the authority vested in me as
Mayor of 
Kansas do hereby proclaim the week of September 17 through 23, 2016 as
Constitution Week.

AND, ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly
protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost
rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of 
Kansas to
be affixed this _________ day of September of the year of our Lord two thousand sixteen.

Signed ________________________________ SEAL Attest ________________________________
Greensburg City Council
September 6, 2016
City Hall

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

B) PLEDGE OF ALLEGIANCE AND INVOCATION
The Pledge of Allegiance was said and the invocation given by Pastor Jon Harrison.

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

D) Citizen Comments
There were no citizen comments.

E) Consent Agenda
Jungemann moved to approve the consent agenda of the minutes of the August 15, 2016 meeting and appropriations ordinance #1083, Trummel seconded. Motion carried 5-0.

F) Business Items
   1. Transfers Authorization 3rd Quarter
   City Administrator Kyler Ludwig presented to council quarterly transfers that needed to be made.
      Electric Transfer to General Fund $32,500 ($130,000 annual)
      Water Transfer to General Fund $5,000 ($20,000 annual)
      Water Transfer to Water Reserve $2,500 ($10,000 annual)
      Water Debt Transfer $22,717.75 ($90,871 annual). The annual water bond payment of $90,870.95 is due September 27th and will be paid following approval of this quarter’s transfer.
      Sanitation to Sanitation Capital Reserve $1,250 ($5,000 annual + Interest)
      Equipment Reserve to General Fund $0 ($50,000 annual) Though this is a scheduled transfer, Staff recommended waiting until the last quarter to determine if the transfer is necessary.

      Christenson moved to approve the quarterly transfers as presented, Schaeffer seconded. Motion carried 5-0.

      2. Public Works Uniforms Discussion
      Ludwig presented a proposal to provide uniforms for City employees in house instead of using an outside uniform company. Currently the city uses Aramark for uniforms and only 2 employees are using the washing service. Ludwig presented options to council and asked for direction on how to move forward, whether to go to bid with a uniform company or to continue exploring options for in house
uniform service. After discussion, it was the consensus of the council to get pricing from vendors and explore doing uniforms internally.

3. Preliminary Review of Pool Totals
Ludwig presented a preliminary report of the 2016 swimming pool season.
   • The City hired 8 new part time lifeguards (10 total), a new assistant pool manager, and a new pool manager.
   • The City received several compliments on the improvement in management and maintenance of the pool this year.
   • The City projects personnel costs to be under $40,000.
   • The City has spent more than $10,000 on chemicals for the pool.
   • The City received $18,055 in admission and concession revenues, and $10,000 from Kiowa County.
   • Annual attendance: 5,820; Average Daily Attendance 72

4. Main Street Beautification
Ludwig presented a citizen request to consider some tulip planting on Main Street for next spring and the 10th Anniversary celebration activities. PowerUp Greensburg has agreed to plant the bulbs if the city would purchase them. Ludwig said that council should also consider the costs of replacing 10 trees, groundcover, and light pole banners and prioritize what projects they see as most important. He said that Sunflower RC&D has a grant to cover the cost of tree replacement. After discussion by the council, direction was given to get itemized costs for each item and bring it back to council.

5. Convene as Land Bank
   a) Donation application for 223 S. Bay St.
Mayor Dixson convened the City Council as the Land Bank. Ludwig presented an application for the property at 223 S. Bay St. to be accepted into the Land Bank. It was the consensus of the council to have Ludwig and Gordon work on documentation to accept the property into the Land Bank.

G) CITY ATTORNEY’S REPORT
Gordon reported that he had sent in the audit letter.

H) CITY ADMINISTRATOR’S REPORT
Ludwig reported that the Kansas State Fair is next week and if council is interested in volunteering at the Greensburg booth, to let Stacy Barnes know. The audit review will be on the next meeting agenda. He updated council that the public arts committee is looking to complete concrete and electrical work this fall. He said he has talked with the County Attorney and they are looking at properties with delinquent taxes and will probably have a sheriff’s sale soon.

I) GOVERNING BODY COMMENTS
Mayor Dixson shared a letter he received from a recent Greensburg visitor about their nice time in Greensburg. He also announced a 3 day conference in Greensburg in December that will bring about 40 people to town.
J) EXECUTIVE SESSION

1. Non-Elected Personnel- Discussion on City Administrator’s Performance
Jungemann moved to go into executive session to discuss non-elected personnel for 15 minutes, Kern seconded. Motion carried 5-0. Meeting resumed open session at 7:10 with no action taken.

Christenson moved to return to executive session to discuss non-elected personnel for 15 minutes, Trummel seconded. Motion carried 5-0. Meeting resumed open session at 7:25 with no action taken.

K) ADJOURNMENT
Dixson declared the meeting adjourned at 7:25 p.m.

___________________________________   ________________________________
Robert A. Dixson, Mayor    Christy Pyatt, City Clerk
### APPROPRIATION ORD. 1084

**09.19.2016**

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TO: Mayor and City Council
SUBJECT: 2015 Audit

**Background:** The City’s independent auditors from Kennedy Mckee & Company have concluded their annual financial audit of the City for fiscal year ending December 31, 2015. Audits were conducted for the City of Greensburg and the Greensburg Housing Authority.

**Analysis:** Please refer to the auditor’s report.

**Legal Considerations:** Approved as to form

**Recommendations/Actions:** It is recommended the City Council:
Receive & File the 2015 annual audit.

**Attachments:** Exhibit A: Letter from the Auditor
July 27, 2016

The Honorable Mayor,

City Council and Management
Greensburg, Kansas

We have audited the financial statement of the City of Greensburg, Kansas, for the year ended December 31, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 6, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Greensburg, Kansas are described in Note A to the financial statement. No new accounting policies were adopted and the application of existing policies was not changed during 2015. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statement in the proper period.

Accounting estimates are an integral part of the financial statement prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statement and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statement of the City was:

Management’s estimate of accounts payable, encumbrances and other accrued liabilities is based on payment subsequent to year end that apply to the current year. We evaluated the key factors and assumptions used to develop these liabilities in determining that they are reasonable in relation to the financial statement taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statement are the summary of significant accounting policies in Note A and the disclosure of long-term debt in Note E.

The financial statement disclosures are neutral, consistent, and clear.
The Honorable Mayor,
City Council and Management
Greensburg, Kansas
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Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The following material misstatements detected as a result of audit procedures were corrected by management:

- To transfer cash from the Electric Utility fund to the Electric Debt Service fund in the amount of $9,468 to cover minimum required transfers required by the bond resolution.
- To reclassify receipts in the Business funds when City converted accounting and billing software totaling $19,991.
- To remove payments from Sales Tax fund in the amount of $4,934 to the Electric Utility fund.

In addition, a number of other entries were made to reclassify transactions to facilitate proper reporting, to make small corrections to account balances, and adjust wages payable.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statement or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 27, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statement or a determination of the type of auditor’s opinion that may be expressed on the statement, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.
Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We would like to bring the following items to your attention for your consideration.

- The City has an agreement made in 1998 with Kiowa County requiring annual transfers of $5,000 to the Sanitation Capital Reserve fund. The agreement also states that the balance shall accumulate interest. Once the fund accumulates $100,000, including interest, the City may cease annual transfers. The balance in the Sanitation Capital Reserve fund as of December 31, 2015, was $91,542. Currently, interest is not being allocated to the fund.

Other Matters

With respect to the supplementary information accompanying the financial statement, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting practices prescribed or permitted by the State of Kansas, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statement. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statement or to the financial statement itself.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City of Greensburg, Kansas, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Kennedy McKee & Company LLP
TO: Mayor and City Council  
SUBJECT: Asian Kitchen Auction  
INITIATED BY: City Administrator

Background:

On December 17th of 2015 the Asian Kitchen signed a lease agreement with the City of Greensburg for a space in the Sunchips Incubator. At the time of their 60 day notice the restaurant was behind 2 months on their utility and rent payments. The Asian Kitchen currently owes the City of Greensburg $1,743.76 (2 months delinquent rent, 60 days notice, utilities, and late fees). Additional charges can be place to restore the space – including painting and some remodeling.

The keys for the Asian Kitchen lease have been turned in, but many of the materials have been left behind. The county economic development board with the help of Great Plains provided approximately $40,000 in funding for the Asian Kitchen. After discussing the situation with Bob Wetmore he confirmed that the City would have the right to sell the materials left behind to cover the unpaid costs. Any additional money raised will go to the economic development board for disbursement.

Analysis:

Items left in the facility
- Residential stovetop hood
- Steam table
- Napkins, straws, cups, take out boxes, cleaners, towels
- Locked Safe
- Misc. Pots, pans, and utensils
- Used residential electric stove
- Display fridge
- Microwave
- Waffle maker
- LG Fridge/Freezer
- Tables & Chairs
- Small Speakers
- Open Sign
- Bamboo Fountain and misc. décor

If the City brought the equipment to Brown Auction they will auction it off with a 30% fee for items sold under $300 and a 20% fee for items sold above $300.

The City may also look into a sealed bid for all the materials left behind.

Recommendations/Actions: It is recommended the City Council:

Direct staff on how to proceed with the auction of materials left at the Asian Kitchen facility.

Attachments: Exhibit A: Lease Agreement, Exhibit B Pictures.
LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of December , 2015, by and between the CITY OF GREENSBURG, KANSAS, hereinafter referred to as "Lessor" and ________ Asian Kitchen__________ hereinafter referred to as "Lessee".

RECITALS

1. Lessor is the sole owner of the premises described below and desires to lease a proportion of the premises to Lessee.

2. Lessee desires to lease a proportion of the premises for the purposes of conducting ______ restaurant ______ business.

3. The parties desire to enter into a written lease agreement to define their rights, duties and liabilities so as to avoid future disputes and difficulties.

NOW, THEREFORE, in consideration of the recitals and the mutual terms covenants, conditions, and promises herein contained the parties do hereby agree as follows:

1. Leased Premises. Lessor hereby leases a portion of the Greensburg Business Incubator Building located at 101 South Main Street, Greensburg, Kansas ("Incubator"). The space to be occupied or used by Lessee is hereinafter referred to as the "leased premises" and is described on the plat attached hereeto.

2. Term and Rent. Lessor lets and demises the leased premises for a term of one (1) year commencing January 1, 2016, and terminating on January 1, 2017, for rental payable in equal installments of $316.35 Dollars in advance on the first day of each month for that month's rental during the term of this lease. All rental payments shall be made to Lessor and mailed or delivered to the City Clerk, 300 S. Main, Greensburg, Kansas 67054. At the end of the primary term, this Lease Agreement shall automatically be renewed for up to three (3) successive one (1) year terms unless at least sixty (60) days prior to the expiration of the initial term or extended term, Lessee or Lessor shall give to the other notice of intent to terminate the lease as of the end of the term. Lessor shall have the right to increase the rental for each extended year if necessary by Lessor to cover increased utility costs incurred by Lessor pursuant to
Section 6 hereof. Lessee may terminate this lease at any time with sixty (60) days notice to Lessor.

3. **Repairs and Alterations by Lessor.** Lessor shall at all times have the right to make such alterations, repairs, or improvements on the leased premises on adjoining leased premises and common areas of the Incubator as Lessor shall deem fit and proper without any liability to Lessee therefor in any event or for any cause. Lessee shall not improve or alter the leased premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit plans and designs therefor to Lessor for Lessor's approval. In the event the plans are disapproved such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the leased premises by Lessee upon expiration or sooner termination of this lease shall belong to Lessee without compensation to Lessor; provided, Lessee shall repair any damages caused by the removal of any of Lessee's improvements and return the leased premises to its original condition, ordinary wear and tear excepted.

4. **Repairs and Alterations of Lessee.** Lessee shall at all times during the lease and at Lessee's own cost and expense repair, replace, and maintain in a good, safe and substantial condition the interior of the leased premises and any improvements, additions, and alterations thereto and shall use all reasonable precautions to prevent waste, damage, or injury to the leased premises. Upon the expiration of this lease or sooner termination Lessee shall redeliver the leased premises to Lessor in the same condition as on the initial date of this lease agreement, reasonable wear and tear excepted and shall be liable to Lessor for any damages. Lessor shall be responsible for maintenance and repair of the exterior roof and walls, heating and air condition system, plumbing and common areas of the Incubator and leased premises. Lessee shall give Lessor notice of any failure to perform such maintenance and repair obligation and Lessor shall have 30 days to remedy any such problem. Lessee shall be responsible to Lessor for any damages caused to the Incubator by the acts or omissions of Lessee or any invitee of Lessee.

5. **Taxes.** Lessor shall be responsible for payment of all ad valorem taxes assessed against the real property, if any, comprising the leased premises and Lessee shall be responsible to pay for all ad valorem taxes relating to personal property placed on or in the leased premises by Lessee.
6. Utilities. Responsibility for utility service and expense shall be as follows (check appropriate clause):

☐ Lessor shall be responsible for all utilities for the leased premises except telephone, cable and internet which shall be the responsibility of Lessee. Lessee shall be charged a flat monthly fee for utilities which initially shall be $75 per month. This amount is subject to periodic revision if Lessor reasonably believes it is necessary to cover increased utility costs. Lessee will be given thirty (30) days notice of any increase.

☒ Lessee shall be responsible for the payment of electric utility services used in connection with the leased premises which are separately metered. Lessor shall be responsible for all other utilities for the leased premises except telephone, cable and internet which shall be the responsibility of Lessee. Lessee shall be charged a flat monthly fee for utilities which initially shall be $24 per month. This amount is subject to periodic revision if Lessor reasonably believes it is necessary to cover increased utility costs. Lessee will be given thirty (30) days notice of any increase.

7. Liability Insurance. Lessor shall acquire and maintain at Lessor's own expense a fire and casualty policy on the Leased Premises on the building and the contents owned by Lessor in an amount as deemed advisable by Lessor. Lessee shall keep and maintain such fire and other casualty insurance as Lessee deems appropriate to protect Lessee's interest in leased premises and Lessee's property. Lessee at its own expense, agrees to maintain and keep in force for the mutual benefit of Lessor and Lessee, respectively, general public liability insurance against claims for personal injury, death, or property damage occurring in, on, or about the leased premises to afford protection to the limit of not less than $1,000,000 in respect to injury to or death of any one person, and to the limit of not less than $1,000,000 in respect to any one occurrence, and to the limit of $1,000,000 in respect to property damage. Lessee agrees to deliver to Lessor certificates of said insurance policies and of renewals thereof from time to time during the term of this Lease. Such policies may be in the form of umbrella policies which cover properties in addition to the leased premises. The Lessor shall be named an additional insured and such insurance may not be cancelled without thirty (30) days notice to Lessor.
8. **Use of Leased Premises.** Lessee shall neither use nor occupy the leased premises or any part thereof for any unlawful, disreputable, or hazardous business purpose nor operate or conduct Lessee's business in a manner constituting a nuisance of any kind.

9. **Indemnification.** Lessee shall indemnify and hold Lessor harmless against all expenses, liabilities, and claims of any kind whatsoever including reasonable attorney fees, by or on behalf of any person or entity arising out of failure of Lessee to perform any of the terms or conditions of this lease, any injury or damage happening on or about the leased premises, failure to comply with any law of any government authority, or mechanics lien or security interest filed against the leased premises or equipment, materials or alterations of buildings or improvements thereon. Lessor shall indemnify and hold Lessee harmless against all expenses, liabilities, and claims of any kind whatsoever including reasonable attorney fees, by or on behalf of any person or entity arising out of failure of Lessor to perform any of the terms or conditions of this lease, any injury or damage happening on or about the leased premises, failure to comply with any law of any government authority, or mechanics lien or security interest filed against the leased premises or equipment, materials or alterations of buildings or improvements thereon.

10. **Default.** Each of the following events shall constitute a default or breach of this lease by Lessee:

   a. The filing of a voluntary or involuntary petition in bankruptcy by or against Lessee.

   b. Failure by Lessee to pay Lessor any rent when the rent becomes due and shall not make the payment within ten days after written notice thereof by Lessor to Lessee.

   c. Lessee shall fail to perform or comply with any of the terms or conditions of this lease and such non-performance shall continue for a period of ten (10) days after written notice thereof by Lessor to Lessee.

In the event of such default the rights of Lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this lease as well as all the right title and interest of Lessee hereunder by
giving Lessee written notice of Lessor's intent to effect such termination. Such termination shall act as a mutual release by Lessor and Lessee of any further rights or causes of action arising under this lease; or

(2) Lessee may re-enter the leased premises and may relet the same and any part thereof for any term, without terminating the lease, at the rent and on the terms Lessor may chose. In the event of such repossession by Lessor, Lessee shall remain liable to Lessor for any damages caused by the breach of the lease including but limited to all expenses of reletting, all expenses for necessary alterations and repairs for a new tenant, and for the difference between the rent received by the Lessor under the new lease agreement and the rent installments that are due for the same under this lease. Repossession and reletting of the leased premises by Lessor shall not be construed or interpreted to relieve Lessee of any of Lessee's duties and obligations under and pursuant to this lease agreement.

11. **Partial Destruction.** In the event of a partial destruction of the premises during the term of this lease, Lessor shall forthwith repair the same provided that the repairs can be made within sixty days. Any partial destruction shall neither annul nor void this lease except Lessee shall be entitled to a proportionate reduction of rent while repairs are being made based on the extent the repairs shall interfere with the business carried on by Lessee. If the repairs cannot be made within the sixty day period, Lessor may at Lessor's option make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately abated as previously set forth. In the event Lessor does not elect to make repairs that cannot be made in such specified time this lease may be terminated at the option of either Lessor or Lessee and such a termination shall act as a mutual release by Lessor and Lessee of any further rights under this lease.

12. **Subordination to Mortgage.** This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter effect the leased premises or any part thereof and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to Lessor without expense to Lessee any and all instruments
that may be necessary or proper to subordinate this lease and all rights therein to the
lien of any such mortgage or mortgages.

13. **Inspection.** Lessee shall permit Lessor or Lessor’s agent to enter the
leased premises at all reasonable hours to inspect the premises or make repairs that
Lessee may neglect or refuse to make in accordance with the provisions of this lease and
also to show the premises to prospective buyers or renters.

14. **Possession.** Lessor warrants that Lessee shall be granted peaceable and
quiet enjoyment of the leased premises free from any eviction or interference by Lessor
if Lessee pays the rent and other charges provided herein and otherwise fully and
punctually performs the terms and conditions imposed on Lessee by this lease.

15. **Warranties Disclaimed.** At the commencement of the term of this lease,
Lessee shall accept the leased premises and any improvements therein in their existing
condition and state of repair and Lessee agrees that no representations, statements, or
warranties expressed or implied have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this lease.

16. **Parking.** Lessee and Lessee’s business invitees shall have access to use of
the parking lot owned in conjunction with the leased premises provided such usage
shall be on a first come-first served basis.

17. **Compliance with Law.** Lessee’s use of the leased premises and conduct
of Lessee’s business shall be done in compliance with applicable federal, state and local
law. Lessee agrees that in Lessee’s employment and business activities that it will not
discriminate against any one based on race, color, national origin, religion, sex, marital
status, age, or physical or mental handicap.

18. **Signs.** Lessee shall place no signs on the leased premises without Lessor's
written consent. Lessee shall reimburse Lessor for the costs of signs for Lessee’s
business; provided Lessor shall supply a sign for Lessee for placement near Lessee's
entrance.

19. **Assignment and Subleasing.** This lease shall not be assigned or sublet by
Lessee without the prior written consent of Lessor and whether to grant said consent
shall be at the sole and independent discretion of Lessor. Any such consent may be on
such terms and conditions as Lessor in Lessor’s sole discretion shall deem appropriate.
20. **Non-Smoking Building.** The Lessee acknowledges that this is a non-smoking building and no smoking will be allowed on the leased premises.

21. **Surrender at Termination.** On the termination of this lease agreement or an earlier termination and forfeiture of the lease, Lessee shall peaceably and quietly surrender and deliver possession of the premises to Lessor.

22. **Entire Agreement.** This lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, executors, administrators, successors, and assigns of both the parties provided however the rights of assignment and subletting by Lessee are subject to the previous provisions herein set forth.

23. **Time is of the Essence.** Time is of the essence in all provisions of this lease.

**IN WITNESS WHEREOF,** the parties have set their hands the day and year first above written.

**LESSOR:**

CITY OF GREENSBURG, KANSAS

By **Robert A. Dixson**
Robert A. Dixson, Mayor

**ATTEST:**

Christy Pyatt, City Clerk

**LESSEE:**

By **[Signature]**

- 7 -
TO: Mayor and City Council
SUBJECT: Junked Motor Vehicles
INITIATED BY: City Administrator

Background:
In an effort to help the council review aspects of the City Code regularly staff has prepared a brief review of the Junked Motor Vehicles section of the Municipal Code.

Analysis:
Regulations
The following types of vehicles are not allowed within City Limits
1. Unregistered – or absence of license plate
2. Vehicles on blocks, jacks, or other supports
3. Vehicles that are missing parts necessary for operation

Properties that are zoned for auto repair can store up to 10 vehicles that are awaiting repair or restoration. Any additional vehicles must be appropriately screened.

Residentially zoned properties can only store 2 vehicles awaiting repair for a period of 30 days, and must maintain a 30ft setback from property lines. The City may provide permits ($50.00 each) for additional vehicles (up to 5)

Vehicles stored in a garage or enclosed building are exempt from these regulations.

Enforcement
Properties found in violation will be served a violation of section 8-403. This can be served through certified mail or personal service.

The order must state the conditions which are in violation of section 8-403. Violators have 10 days to comply with the ordinance or request a public hearing.

Failure to comply – Municipal court may place charges of $250-$1,000 per day or prison of up to 30 days.

Abatement – The governing body may authorize by resolution the abatement of the violation with costs assessed against the property owner.

Recommendations/Actions: It is recommended the City Council:
Discuss the Junked Motor Vehicle Code.

ARTICLE 4. JUNKED MOTOR VEHICLES ON PRIVATE PROPERTY

8-401. Findings of governing body.

The governing body finds that junked, wrecked, dismantled, inoperative or abandoned vehicles affect the health, safety and general welfare of citizens of the city because they:

(a) Serves as a breeding ground for flies, mosquitoes, rats and other insects and rodents;

(b) Are a danger to persons, particularly children, because of broken glass, sharp metal protrusions, insecure mounting on blocks, jacks or other supports;

(c) Are a ready source of fire and explosion;

(d) Encourage pilfering and theft;

(e) Constitute a blighting influence upon the area in which they are located;

(f) Constitute a fire hazard because they frequently block access for fire equipment to adjacent buildings and structures.

(Code 2007)

8-402. Definitions.

As used in this article, unless the context clearly indicates otherwise:

(a) Inoperable - means a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the function or purpose for which it was originally constructed;

(b) Vehicle - means, without limitation, any automobile, truck, tractor or motorcycle which as originally built contained an engine, regardless of whether it contains an engine at any other time.

(Code 2004)

8-403. Nuisances unlawful; defined; exceptions.

It shall be unlawful for any person to maintain or permit any motor vehicle nuisance within the city.

(a) A motor vehicle nuisance is any motor vehicle which is not currently registered or tagged pursuant to K.S.A. 8-126 to 8-149 inclusive, as amended; or parked in violation of city ordinance; or incapable of moving under its own power; or in a junked, wrecked or inoperable condition. Any one of the following conditions shall raise the presumption that a vehicle is junked, wrecked or inoperable;

(1) Absence of a current registration plate upon the vehicle;

(2) Placement of the vehicle or parts thereof upon jacks, blocks, or other supports;

(3) Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon street or highway.

(4) To any person, firm or corporation, either as principal agent or employee actually engaged in the activity or enterprise of motor vehicle repair or restoration in compliance with existing zoning regulations, may
temporarily park up to ten (10) vehicles at a properly licensed business, described in Chapter 5, Article 1 of this code. All vehicles must be awaiting repair or restoration. Vehicles awaiting repair in excess of ten (10) must be stored in compliance with Chapter 5, Article 8 of this code. However, nothing in this subsection shall be construed to authorize the maintenance of a public nuisance. Vehicles parked or stored for more than 30 days in residential zoning and in public view must maintain 30 foot setbacks from all property lines, provided no more than 2 vehicles may be parked or stored. Parked or stored vehicles in excess of 2, but not more than 5 shall purchase city permits yearly and promptly display such permit on each vehicle. If the number of parked vehicles exceed 2, all vehicles must display current city permits. There will be a $50.00 annual fee for each such parked or stored vehicle.

(b) The provisions of this article shall not apply to:

1. Any motor vehicle which is enclosed in a garage or other building;

2. To the parking or storage of a vehicle inoperable for a period of 30 consecutive days or less; or

3. To any person conducting a business enterprise in compliance with existing zoning regulations or who places such vehicles behind screening of sufficient size, strength and density to screen such vehicles from the view of the public and to prohibit ready access to stored vehicles by children. However, nothing in this subsection shall be construed to authorize the maintenance of a public nuisance.

(Code 2007)

8-404. Public officer.

The mayor with the consent of the council shall designate a public officer to be charged with the administration and enforcement of this article.

(Code 2007)

8-405. Administrative procedure.

Whenever a written complaint is made to the council or a duly authorized officer or notice is given to such officer of the existence of an apparent violation of this article, he or she shall within seven days thereafter cause to be served upon the person in possession of the real property upon which such inoperable vehicle is located or the owner of the real property upon which such inoperable vehicle is located a written notice by certified mail, personal service, or residential service. Personal service shall be made by delivering or offering to deliver a copy of the notice to the person to be served. Residential service shall be made by leaving a copy of the notice at the dwelling house or usual place of abode of the person to be served with some person of suitable age and discretion residing therein. If service cannot be made upon a person by personal or residential service, service may be made by leaving a copy of the notice at the person’s dwelling house or usual place of abode and mailing a notice that such copy has been left at such house or place of abode to the person by first class mail. The notice shall inform such person of the violation and direct that he or she take action within ten (10) days of the date of the notice to comply with the provisions of this article or prosecution will be commenced for violation thereof. In the event such person fails to comply with the provisions of this article within such time, the council or the duly authorized officer shall notify the city attorney who shall commence prosecution under this article. Failure of any person to receive notice under this section shall not be a defense in any prosecution hereunder.

(Ord. 883, Sec. 1; Code 2007)

8-406. Right of entry.

The public officer has the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine if a nuisance exists.

(Code 2007)

8-407. Order of violation.

http://greensburgks.citycode.net/index.html#artiJunkMotoVehiOnPrivProp
(a) The governing body shall serve upon the owner, any agent of the owner of the property or any other person, corporation, partnership or association found by the public officer to be in violation of section 8-403 an order stating the violation. The order shall be served on the owner or agent of such property by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then by mailing the order by certified mail, return receipt requested, to the last known address of the owner.

(b) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding 24 month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail.

K.S.A. 12-1617c; Code 2007

8-408. Same; contents.

The order shall state the condition(s) which is (are) in violation of section 8-403. The notice shall also inform the person, corporation, partnership or association that

(a) He, she or they shall have 10 days from the date of serving the order to abate the condition(s) in violation of section 8-403; or

(b) He, she or they have 10 days from the date of serving the notice to request a hearing before the governing body or its designated representative of the matter as provided by section 8-412;

(c) Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by section 8-409 and/or abatement of the condition(s) by the city as provided by section 8-410.

(Code 2007)

8-409. Failure to comply; penalty.

Should the person fail to comply with the notice to abate the nuisance or request a hearing, the public officer may file a complaint in the municipal court of the city against such person and upon conviction of any violation of provisions of section 8-403, be fined in an amount not less than $250.00 but not to exceed $1,000.00, or be imprisoned not to exceed 30 days, or to be both fined and imprisoned, and assessed court costs. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense.

(Code 2007; Ord. 996)

8-410. Abatement.

In addition to, or as an alternative to prosecution as provided in section 8-409, the public officer may seek to remedy violations of this article in the following manner. If a person to whom an order has been sent pursuant to section 8-407 has neither alleviated the conditions causing the alleged violation or requested a hearing before the governing body within the time period specified in section 8-408, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of 10 days after passage of the resolution.

The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located as provided in section 8-413. A copy of the resolution shall be served upon the person in violation in one of the following ways:

(a) Personal service upon the person in violation;

(b) Service by certified mail, return receipt requested; or
(c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the public officer and filed with the city clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.

(d) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding 24 month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail.

8-411. Disposition of vehicle.

Disposition of any motor vehicle removed and abated from private property pursuant to this article shall be as provided by K.S.A. Supp. 8-1102, as amended.

8-412. Hearing.

If a hearing is requested within the 10 day period as provided in section 8-408, such request shall be made in writing to the governing body. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the public officer. The hearing shall be held by the governing body or its designated representative as soon as possible after the filing of the request therefore, and the person shall be advised by the city of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed necessary and proper by the governing body or its designated representative. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the findings of the governing body or its designated representative shall be prepared in resolution form, adopted by the governing body, and the resolution shall be served upon the person in the matter provided in section 8-410.

8-413. Costs assessed.

If the city abates or removes the nuisance pursuant to section 8-410, the city shall give notice to the owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full.
July 15, 2016

Kyler Ludwig
300 South Main
Greensburg, KS 67054

RE: Greensburg Paul Windle Arpt (CLOSED) participation in the 2018 KS Airport Improvement Program

Dear Mr Ludwig,

Since 1999, the Kansas Department of Transportation (KDOT) and local partners have teamed up to bring emergency air services closer to all Kansans, to improve the condition of the state’s runways and taxiways, and to fund many other improvements at Kansas airports.

Once again, KDOT is looking for more partnership projects that will make public use airports safer and better able to serve the needs of your community.

We are accepting applications through September 30, 2016, for FY 2018 projects to be included in the Kansas Airport Improvement Program. The attached outline describes the eligible projects and funding guidelines for the program. Additional information about the program, including a list of previous projects, is available on KDOT’s Division of Aviation Website at http://www.ksdot.org/divAviation/default.asp.

Each year of the Kansas Airport Improvement Program, KDOT provides $5 million in matching funds for a variety of projects. Since its inception, over $64 million has been awarded for 475 projects at 115 airports.

A fundamental principle of this program is to provide the maximum degree of flexibility in defining the needs at your airport facility. I encourage you to take advantage of this program to not only improve your airport but also to help us improve this important component in the Kansas transportation network.

If you have questions about the program or need assistance completing the application, please contact the Division of Aviation at 785-296-2553.

Sincerely,

Merrill Atwater
Director of Aviation

Attachment: a/s
<table>
<thead>
<tr>
<th>Program Name</th>
<th>Kansas Airport Improvement Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Program for improvements to all public-use airports except those classified as primary airports. Program focuses on items detailed in communities’ system plan recommendations.</td>
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</table>
| Main Points  | - Maximum state participation on any project is $800,000 with two exceptions:  
  - $1,200,000 for full-depth reconstruction of an existing runway  
  - $1,600,000 for construction of a new runway  
  - Funds cannot be used as sponsor’s match for a federal project |
| How to Apply?| Applications are solicited annually and are due by Sept. 30 but are accepted any time during the year prior to that date. Critical projects such as standard, defined scope and out-of-cycle applications may be solicited to meet urgent needs. Examples: AWOS, emergency repairs, or aeronautical surveys. A simple 1-page application form is used (available on our web site). |
| Match        | The local matching share ratio depends on several aspects. Including:  
  - Design/Planning projects will be funded 95% State/5% Local.  
  - Privately-owned, public-use airports will be funded 90% State/10% Local.  
  - Publicly owned airports will be funded as listed below:  
    - System Preservation Projects  
      - Infrastructure Improvements - 90% State/10% Local  
      - Vertical Development - 85% State/15% Local  
    - Modernization Projects  
      - Geometric Improvements - 90% State/10% Local  
      - Vertical Improvements - 85% State/15% Local  
    - Equipment and Facilities Projects  
      - Equipment - 50% State/50% Local  
      - Facilities  
        - Navigational - 90% State/10% Local  
        - Non-navigational - 85% State/15% Local  
    - Design/Planning Projects  
      - All planning grants - 95% State/5% Local |
| Likelihood of Funding | 115 applications were considered for FY2017 funding, 21 projects were selected for an 18% selection rate. Applications not selected in the year they are submitted are retained and considered for 4 more selection cycles unless the airport submits a new application to replace the former. Projects are selected by a project evaluation team using a priority rating system, recommended to and subsequently approved by the Secretary of Transportation. |
| Source       | State |
| Program Contact | Merrill E. Atwater, Director  
Division of Aviation, 785-296-2553  
KDOT Aviation@ksdot.org |
| Website Help | http://www.ksdot.org/bureaus/divAviation/default.asp |
| Updated      | July 1, 2016 |