A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

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

E) CONSENT AGENDA
   These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.
   1. Approval of Minutes
   2. Appropriation Ordinance
      a. Ordinance #1092

F) ITEMS OF BUSINESS
   1. 2016 Performance Measure Review
   2. KPP Letter of Intent
   3. 2017 Draft Council Schedule
   4. Code Enforcement Discussion

G) CITY ATTORNEY’S REPORT

H) CITY ADMINISTRATOR’S REPORT

I) GOVERNING BODY COMMENTS

J) EXECUTIVE SESSION
   1. Attorney Client Privilege – 15 min.

K) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

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

To be placed on future agendas please contact City Administrator Kyler Ludwig at administrator@greensburgks.org or call City Offices at 620-723-2751.
Greensburg City Council
January 3, 2017
City Hall

A) CALL TO ORDER
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on January 3, 2017.

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

C) ROLL CALL & APPROVAL OF THE AGENDA
Trummel made a motion to approve the agenda as presented. Christenson seconded the motion, and it passed 5-0.

D) CITIZEN COMMENTS
There were no comments from those in attendance.

E) CONSENT AGENDA
Kern made a motion to approve the Consent Agenda as presented. Christenson seconded the motion, which passed 5-0.

F) ITEMS OF BUSINESS
   1. Annual GAAP Waiver Resolution
City Administrator Kyler Ludwig presented Resolution 2017-01 for the Council’s consideration. The proposed resolution waives Generally Accepted Accounting Principles (GAAP) and directs Staff to construct all financial statements and reports using cash basis and budget laws for the year ending December 31, 2016. Jungemann made a motion, seconded by Christenson, to approve Resolution 2017-01 as presented. The motion passed 5-0.

   2. Recess: Land Bank Annual Meeting
Dixson recessed the Council and convened them as the Land Bank for their required Annual Meeting. An inventory and map of Land Bank properties was provided in the Council meeting packet. Ludwig stated that in 2016 the Land Bank did not use any funds. The City Attorney cleared the titles for the new properties accepted into the Bank; however, staff did not separate those legal fees from the regular monthly charges. At the November 14th Special Council Meeting the Governing Body discussed the possibility of having signs placed on Land Bank properties to advertise that the lots are available for development. Ludwig obtained a quote from Taylor Printing for aluminum real estate signs. The original bid was $80.00/sign. If Staff makes the sign frames the cost would be approximately $20.00/sign. Ludwig asked for direction on what the signs should say and if they should include the City logo. Schaeffer and Christenson expressed that the text should be simple (i.e. “Greenburg Land Bank. To inquire, call 723-2751”). Schaeffer would prefer perforated plastic signs over metal to save cost. Kern would prefer to purchase something that will last longer in the Kansas elements and that can be moved as needed. Christenson agreed. The consensus was to have the City logo on the sign, making the ownership easier to identify and to have Staff make metal frames in house as a winter project. Trummel suggested running a listing of available properties in the Kiowa County Signal or doing an article on the Land Bank. Ludwig asked if the same signs should be utilized on residential and commercial properties, or if commercial signs should be larger. The consensus was that commercial signs be larger, but Ludwig was asked to check the cost difference. The Land Bank adjourned at 6:12 pm.

1
3. **Recess: Public Building Commission Annual Meeting**

Council reconvened at 6:12 pm. Dixson again recessed the Council to convene as the Public Building Commission (PBC).

President Christenson convened the meeting at 6:12 pm.

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

**Approval of Minutes of previous Meeting – January 19, 2016:** Christenson requested a motion to approve the minutes of the January 19, 2016 meeting. Jungemann made the motion, seconded by Kern. Motion passed 5-0.

**Communications:** City Administrator Kyler Ludwig directed the PBC to the revenue and expense report in their meeting packet. Highlighted in the report were the amount of sales tax received by the Big Well and the amount paid in rent from the Big Well to the PBC.

**Reports:** Sales tax in 2016 was sufficient for the Big Well to fund rent payments to the PBC, who made the required bond payment on the facility. When asked about the significant difference in the amount of sales tax budgeted and the amount collected, Ludwig stated that the budget was created when ICC was in town and tax income was higher.

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

**New Business: Election of President, Vice President, and Secretary** Trummel made a motion to retain the current President (Christenson), Vice President (Schaffer), and Secretary (Kern) appointments. Jungemann seconded the motion, which passed 5-0.

**Adjournment:** Christenson declared the meeting adjourned at 6:19 pm.

Dixson reconvened the City Council to open session.

4. **Kansas Power Pool - Update**

KPP has requested that the proposed Letter Of Intent (LOI) changing the contract between the City of Greensburg and KPP be tabled to the next Council meeting. Ludwig reviewed a copy of the contract signed by the City in September 2011. The copy did not include a KPP signature, and KPP cannot find a copy of the contract. Ludwig stated that the contract is therefore null and void. The language of the 2011 contract provided for a 40-year agreement, which is what KPP would like to see for all members. The contract KPP presented, and the City approved, in January 2012 changed the termination language to a flat 20-year agreement. KPP continues to search their records for the 2011 contract. City Attorney Gordon Stull will do the same. Staff believes that the proposed contract language change is within the scope of what was approved by Council in 2011 and provides more involvement by member cities when KPP takes on debt.

**G) CITY ATTORNEY’S REPORT**

There was no report from Stull.

**H) CITY ADMINISTRATOR’S REPORT**

A digital copy of an Administrator’s report was provided to the council. Ludwig discussed the following topics:

- **City Council Meeting:** The next regular council meeting will be on Tuesday January 17th, due to the Martin Luther King Jr. holiday.
- **Council Tablets:** The cases for Council’s tablets are still on back-order. Staff received an email stating that January 31st is the anticipated date they will be available.
- **Transformer / LTC Update:** Solomon Corporation tested the LTC unit previously discussed. They indicated that the LTC unit is within the units set parameters. They do not recommend any filtering or repairs at this time.
Uniform Transition: The new uniforms have arrived, and there are no major complications to report in that transition.

Junked Motor Vehicles: Arrow Zanghi has requested that the council change the city code to extend the 30 day limit on junked motor vehicles to 1 year. He also requested an exception for race or derby vehicles. Staff is working with Zanghi in hopes of getting him in compliance with the current junked motor vehicle code.

Code Enforcement: Mayor Dixson has requested a discussion on Code Enforcement that will take place at the January 17th meeting.

Performance Measure Review: Staff will be preparing an overview of the past year’s performance measures for the January 17th meeting.

Vacation: I will be out of town from January 21st through the 31st for my brother’s wedding in Utah.

City CD Investment: The City has a CD with Greensburg State Bank that is renewed annually. The account has $202,028.14 and will renew on January 15th at an interest rate of .500% (earns about $1,000 in interest over the year).

Donation: The City received a significant donation from Mr. Charles Wise, which has been added to the donation fund. Mr. Wise has been a long time supporter of our community, and continues to support our rebuilding.

Pet Registration: 2017 pet registrations are due March 1st. Current registrations will be sent a reminder and a notice will be in the city’s newsletter and Kiowa County Signal. The city will again have a vaccination clinic where citizens can register their animals when they go into the veterinary office to update vaccinations. Several citizens chose to pay in advance for this year. Chief Alvarez will be getting them their 2017 tags.

I) GOVERNING BODY COMMENTS
There were no additional comments from the Council.

J) ADJOURNMENT
Dixson declared the meeting adjourned at 6:31 pm.

__________________________   ______________________________
Robert A. Dixson, Mayor     Christy Pyatt, City Clerk
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<tr>
<th>CHECK #</th>
<th>VENDOR</th>
<th>REFERENCE</th>
<th>AMOUNT</th>
</tr>
</thead>
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<td>PRE-PAY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25218</td>
<td>AT&amp;T</td>
<td>PHONE &amp; INTERNET</td>
<td>$1,359.94</td>
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<td>OFFICE SUPPLIES &amp; EQUIPMENT</td>
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<td>BATTERY</td>
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<td>LUMINOUS NEON INC</td>
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<td>25224</td>
<td>MCDANIEL COMPANY INC</td>
<td>BACKFLOW TESTS</td>
<td>$465.00</td>
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<td>25225</td>
<td>NISLY BROTHERS TRASH SERV</td>
<td>TRASH SERVICE</td>
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<td>KANSAS ON-CALL SYSTEM, INC.</td>
<td>REGULAR LOCATES</td>
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<td>VERIZON</td>
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<td>25229</td>
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<td>FUEL</td>
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<td>LUMINOUS NEON INC</td>
<td>RE-ISSUE FOR VOIDED CK 25092</td>
<td>$1,385.50</td>
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<td><strong>PRE-PAY TOTAL</strong></td>
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<td>PAID</td>
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<td>25231</td>
<td>AIRGAS USA, LLC</td>
<td>CYLINDER LEASE</td>
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<td>25232</td>
<td>AMERICAN ROAD, LLC</td>
<td>ADVERTISING</td>
<td>$400.00</td>
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<td>25233</td>
<td>APPLES &amp; ARROWS</td>
<td>2ND HALF MARKETING/BRANDING</td>
<td>$3,750.00</td>
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<td>25234</td>
<td>ARAMARK</td>
<td>UNIFORMS &amp; SUPPLIES</td>
<td>$2,447.92</td>
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<td>25235</td>
<td>BLUE VALLEY PUBLIC SAFETY, INC</td>
<td>SIREN MAINT. CONTRACT</td>
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<td>25236</td>
<td>BREHM SIGNS</td>
<td>SIGN LEASE</td>
<td>$240.00</td>
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<td>25237</td>
<td>CANDY BARN EXPRESS</td>
<td>MERCHANDISE FOR RESALE</td>
<td>$193.49</td>
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<td>25238</td>
<td>CHOICE BOOKS</td>
<td>MERCHANDISE FOR RESALE</td>
<td>$31.46</td>
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<td>25239</td>
<td>CIRCLES OF KIOWA COUNTY</td>
<td>2017 1ST QT MEAL DONATION</td>
<td>$100.00</td>
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<td>25240</td>
<td>COMMERCIAL SIGN COMPANY</td>
<td>SIGN LEASE</td>
<td>$300.00</td>
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<td>25241</td>
<td>GREENSBURG FARM SUPPLY</td>
<td>PARTS &amp; SUPPLIES</td>
<td>$210.64</td>
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<td>25242</td>
<td>KANSAS POWER POOL</td>
<td>DECEMBER USAGE</td>
<td>$94,931.94</td>
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<td>25243</td>
<td>KS DEPT OF HEALTH &amp; ENVIRON.</td>
<td>ANALYTICAL SERVICES</td>
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<td>25244</td>
<td>KENT INTERNATIONAL</td>
<td>DUAL DRIVE TANDEMS</td>
<td>$563.44</td>
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<td>25245</td>
<td>KIOWA CO. MEDIA CENTER</td>
<td>VIDEO PRODUCTION - ADVERTISING</td>
<td>$1,278.00</td>
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<td>25246</td>
<td>KS DEPT OF REVENUE - MISC TAX</td>
<td>PROT/CLEAN WT OCT-DEC 2016</td>
<td>$326.86</td>
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<td>25247</td>
<td>MERCHANT'S DIRECTORY</td>
<td>PAPER SUBSCRIPTION</td>
<td>$30.00</td>
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<td>PRAIRIE FIRE</td>
<td>COFFEE &amp; SUPPLIES</td>
<td>$86.80</td>
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<td>25249</td>
<td>STACY BARNES</td>
<td>MILEAGE WID WEST QTR MTG</td>
<td>$110.70</td>
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<td>25250</td>
<td>STULL,BEVERLIN,NICOLAY &amp; HAAS</td>
<td>LEGAL SERVICES</td>
<td>$1,240.00</td>
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<td>25251</td>
<td>T.J.'S ACCESSORIES</td>
<td>MERCHANDISE FOR RESALE</td>
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<td>25252</td>
<td>TAYLOR PRINTING, INC</td>
<td>METER READING SHEETS</td>
<td>$94.50</td>
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<td>25253</td>
<td>TMHC SERVICES, INC</td>
<td>ADMIN FEES</td>
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<td>25254</td>
<td>TWILIGHT THEATRE, INC</td>
<td>ADVERTISING</td>
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<td>UNIFIRST CORPORATION</td>
<td>UNIFORMS/CLEANING SUPPLIES</td>
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<td><em><strong><strong>REPORT TOTAL</strong></strong></em></td>
<td></td>
<td></td>
<td><strong>$123,350.59</strong></td>
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</table>
TO: Mayor and City Council
SUBJECT: 2016: Key Performance Report
INITIATED BY: Kyler Ludwig, City Administrator

Background:
In an effort to increase staff efficiencies and provide accurate information about City services, staff has compiled a list of performance measures recorded on a monthly basis.

Analysis:
These measures were first collected in January of 2016; this report compares totals from all of 2016.

Recommendations/Actions: It is recommended the City Council:
Receive and file the report on performance measures.

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

<table>
<thead>
<tr>
<th>Parks/Streets</th>
<th>Jan-Mar</th>
<th>Apr-Jun</th>
<th>Jul-Sep</th>
<th>Oct-Dec</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Sealing (linear feet)</td>
<td>405</td>
<td>1,807</td>
<td>0</td>
<td>2,550</td>
<td>4,762</td>
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<tr>
<td>Streets Swept (miles)</td>
<td>203</td>
<td>84</td>
<td>160</td>
<td>167</td>
<td>614</td>
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<tr>
<td>Weed Notices Sent</td>
<td>0</td>
<td>20</td>
<td>16</td>
<td>0</td>
<td>36</td>
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<tr>
<td>Delinquent Properties Mown</td>
<td>0</td>
<td>16</td>
<td>38</td>
<td>4</td>
<td>58</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities</th>
<th>Jan-Mar</th>
<th>Apr-Jun</th>
<th>Jul-Sep</th>
<th>Oct-Dec</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Pumped (gal)</td>
<td>9,123,000</td>
<td>15,053,000</td>
<td>24,413,000</td>
<td>18,832,000</td>
<td>67,421,000</td>
</tr>
<tr>
<td>Water Loss</td>
<td>13%</td>
<td>9%</td>
<td>3%</td>
<td>6%</td>
<td>31%</td>
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<tr>
<td>Avg Well Dept (feet)</td>
<td>85</td>
<td>84.4</td>
<td>86.5</td>
<td>86.6</td>
<td>85.625</td>
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<tr>
<td>Electricity Use (KWH)</td>
<td>3,481,227</td>
<td>2,852,496</td>
<td>3,948,481</td>
<td>2,869,164</td>
<td>13,151,368</td>
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<table>
<thead>
<tr>
<th>Tourism/Big Well</th>
<th>Jan-Mar</th>
<th>Apr-Jun</th>
<th>Jul-Sep</th>
<th>Oct-Dec</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Well Visitors</td>
<td>2,351</td>
<td>3,658</td>
<td>4,707</td>
<td>2,127</td>
<td>12,843</td>
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<tr>
<td>Website Visitors</td>
<td>6,977</td>
<td>9,144</td>
<td>6,640</td>
<td>5,964</td>
<td>28,725</td>
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<td>Social Media Impressions</td>
<td>96,930</td>
<td>815,371</td>
<td>371,269</td>
<td>107,174</td>
<td>1,390,744</td>
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<tr>
<td>New Likes/Followers</td>
<td>118</td>
<td>1047</td>
<td>204</td>
<td>96</td>
<td>1,465</td>
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<table>
<thead>
<tr>
<th>Police/Public Safety</th>
<th>Jan-Mar</th>
<th>Apr-Jun</th>
<th>Jul-Sep</th>
<th>Oct-Dec</th>
<th>Total</th>
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<tr>
<td>Dispatched Calls</td>
<td>48</td>
<td>92</td>
<td>88</td>
<td>53</td>
<td>281</td>
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<tr>
<td>Self Initiated Calls</td>
<td>92</td>
<td>50</td>
<td>77</td>
<td>80</td>
<td>299</td>
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<tr>
<td>Positive Officer Contact</td>
<td>220</td>
<td>238</td>
<td>282</td>
<td>273</td>
<td>1,013</td>
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<tr>
<td>Assist- Sherriff, EMS, Fire</td>
<td>14</td>
<td>9</td>
<td>27</td>
<td>7</td>
<td>57</td>
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<tr>
<td>Vehicle Accidents</td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>8</td>
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</tbody>
</table>
TO: Mayor and City Council  
SUBJECT: Kansas Power Pool LOI  
INITIATED BY: Kyler Ludwig, City Administrator

**Background:**
On September 7, 2011 the governing body passed resolution 2011-04, which authorized the Mayor to enter into a contract with the Kansas Power Pool (KPP). The contract presented to the council leading up to resolution 2011-04 included terms that locked the City into the Power Pool for a minimum of 20 years up to 40 years or until all debt is paid. In January 2012 KPP altered the proposed contract, which changed the termination language to flat a 20-year agreement (likely at the request of other cities). The contract with a 20-year agreement was signed in January of 2012 by KPP and the City of Greensburg. KPP confirmed that the contract signed in January 2012 is the enforceable agreement.

In December of 2017, KPP voted unanimously to move towards the language found in the contract used in September of 2011, which allows KPP to take on additional debt. A letter of intent will be presented at the January 17th meeting stating intent from the City to amend the KPP contract. Under the new agreement, the City’s contract with KPP will extend with new bond issuances up to a 40 year period. New debt taken on by KPP will need to be approved by the Pool, which the City is an active member of.

**Analysis:**
Staff believes that the contract language change is within the scope of what was approved by the council in 2011. Staff also believes that the Kansas Power Pool is the City’s best option for providing electricity to customers over the next 20 to 40 years.

**Recommendations/Actions:** It is recommended the City Council:
Authorize Mayor Dixson to sign the Letter of Intent with KPP to change the termination language in section 2.2 of the power purchase contract.

**Attachments:** Exhibit A: Letter of Intent from KPP, Exhibit B: Proposed Contract Language, Exhibit C: Letter from KPP, Exhibit D: KPP Contract
December 19, 2016

Kyler Ludwig, City Administrator
City of Greensburg
300 S Main
Greensburg, KS 67054

Re: Letter of Intent

Dear Kyler:

The termination language as it exists in the various power purchase contracts, between the Kansas Power Pool (KPP) and its member Cities, was under discussion during much of the final quarter of 2016. It has been shown and agreed that certain economic and operating efficiencies are to be clearly achieved for the mutual benefit of all members by an alignment of power purchase contracts among the KPP membership. Emphasis has been placed on what increasingly appears to be uncertainty in the industry, but particularly in our region, for generation or contract resource availability beyond the next 5 years. Indeed, that was among the motivating factors for a Resolution adopted on December 16, 2016 by the 24 KPP member Cities. That Resolution, a sample of which is enclosed, was adopted among the membership by a vote of 22 Yay and 2 Nay. Further, one of the dissenting voters indicated before the entire membership that his City is open to supplementary consideration of this matter.

To accomplish an alignment of the contracts as contemplated, a re-signing is needed by those Cities which have not already signed contracts bearing the termination language that has been under consideration. That language is reflected in the enclosed Resolution. As pertaining to a new contract, it is understood that except for the termination language, and other references providing for the undertaking of Projects, the remainder of that contract would be substantially identical to the contract to which the City and KPP are already a Party respectively.

It is recognized that all governing bodies of KPP members may not act simultaneously. However, it is desirable to achieve order in record keeping by establishing a contract Effective Date that is as nearly uniform as reasonable among the membership. For that reason, KPP and your governing body, with this Letter of Intent, are hereby establishing only your intent to formally approve and execute a new power purchase contract as has been outlined and described. Further, when such contract is presented bearing acceptable language, it is the intent of your governing body to formally approve and execute such contract at the first opportunity.
Letter of Intent
December 19, 2016
Pg 2

Please confirm you are in agreement with the foregoing by signing the enclosed copy of this letter and returning it to KPP at the address shown hereon.

Sincerely,

[Signature]
Mark Chesney
CEO/General Manager
Kansas Power Pool

Enclosures: 2

Cc: Curtis Irby, Counsel
    JT Klaus, Counsel
    Andrew Kovar, Counsel

Agreed to and accepted on: _______________________
(date)

By: _______________________
(authorized signature)

Printed name: _______________________

Title: _______________________

For and in behalf of: _______________________

The Term of the Power Purchase Contract shall begin on the effective date and shall continue in force for a period ending on the later of twenty (20) years from the First Supplemental Effective Date or the date upon which the principal of, premium, if any, and interest on all Bonds are paid in full and the Bonds are retired; notwithstanding any provision to the contrary, the term shall continue until all indebtedness incurred with regard to the Project is paid in full; provided however, the Term shall not exceeding forty (40) years from the Effective date. The Power Purchase Contract will be extended so as to terminate upon the earliest occurrence of any of the following events (i) the expiration of the term as set forth... (ii) a default by the Participant and the KPP’s election to terminate this Power Purchase Contract... , or (iii) the payment of, premium, if any, and interest on any Bonds and retirement of such Bonds.

This is the termination language which is anticipated to be reflected in the Resolution and which already exists in contracts signed by 9 of the 23 KPP members.
KPP Contract Termination
Project and discussion

“It has been shown that certain economic and operating efficiencies are to be clearly achieved for the mutual benefit of all members by an alignment of power purchase contracts among the KPP membership. To accomplish that, a re-signing of contracts is anticipated. It is recognized that all governing bodies of KPP members may not act simultaneously. However, it is desirable to achieve order in record keeping by establishing a contract Effective Date that is as nearly uniform as possible among the membership. For that reason, KPP and The City are hereby establishing only the City’s intent to formally approve and execute a new power purchase contract has been contemplated previously. Further, when such contract is presented to the City bearing acceptable language, the City will formally approve and execute such contract at the first opportunity.”
January 13, 2017

Kyler Ludwig
City Administrator
City of Greensburg
300 S. Main
Greensburg, KS 67054

Kyler:

Pursuant to your request, I am forwarding to you an electronic copy of the power purchase contract between the City of Greensburg and the Kansas Power Pool executed by Mayor Dixon on January 5, 2012.

Regarding your specific inquiry regarding contract termination, Section 2 of the contract and specifically Section 2.2 defines the term of the contract as ending twenty years from the effective date, which is stated as September 12, 2011.

Please don’t hesitate to contact us should you have additional questions.

Best Regards,

Carl Myers
Director of Member Services
Kansas Power Pool
POWER PURCHASE CONTRACT
(POWER PURCHASING MUNICIPALITIES)

BY AND BETWEEN

KANSAS POWER POOL

AND

CITY OF ___Greensburg___, KANSAS

DATED _____January 5_____, 2012
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POWER PURCHASE CONTRACT

THIS POWER PURCHASE CONTRACT dated as of and effective as of January 5, 2012 (the “Power Purchase Contract”) by and between the Kansas Power Pool, a municipal energy agency, a quasi-municipal corporation duly organized and existing under and by the laws of the State of Kansas (the “KPP”) and the City of Greensburg, Kansas (the “Participant”), a municipal corporation duly organized and existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the KPP is a municipal energy agency duly organized and existing under the laws of the State of Kansas, including particularly K.S.A. 12-885, et seq. (the “Act”), consisting of member-cities located in the State of Kansas, including Participant; and

WHEREAS, Participant is authorized to enter into contracts for the supply of electricity from any person, firm, corporation or other municipalities for a period not in excess of forty (40) years, under K.S.A. 12-825(j); and

WHEREAS, in order to secure an adequate, economic and reliable supply of electric power and energy for the Participant’s requirements, the KPP and the Participant have determined that the KPP will sell to the Participant, and the Participant will purchase from the KPP, power and energy and other services on the terms and conditions set forth herein; and

WHEREAS, through the establishment of long-term power purchase contracts with its members, the KPP is able to achieve significant economies of scale with respect to the purchase, generation, and transmission of electrical power, the benefit of which the KPP can pass along to said members; and

WHEREAS, the Participant, as a Participant under this Power Purchase Contract, shall be entitled to receive the benefit of such economies in the form of lower costs of power; and

WHEREAS, in order to provide economies of scale in the provision of electricity to its members, it is necessary for the KPP to have binding contracts with the Participant and each of the other Participants.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS. In addition to the words and terms elsewhere defined in this Power Purchase Contract, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined.

1.1 “Act” shall mean K.S.A. 12-885 et seq., inclusive, as amended, and all laws amendatory or supplemental thereto.
1.2 “Amended Operating Agreement” shall mean that certain agreement dated November 7, 2007, by and between the Kansas Power Pool and its individual member cities.

1.3 “Applicable Laws and Regulations” shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directive, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

1.4 “Applicable Reliability Standards” shall mean the requirements and guidelines of NERC, the applicable reliability entity, the balancing authority, and the Westar control area of the SPP transmission system.

1.5 “Consultant” shall mean (a) an independent engineer or engineering firm or architect or architectural firm qualified and having a favorable reputation for skill and experience in the construction, financing and operation of public utilities, (b) an independent certified public accountant or firm of independent certified accountants, or (c) an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs, all as selected by the Participant and acceptable to the KPP.

1.6 “Costs of Power” shall mean:

1.6.1 all costs of producing and delivering to the Participant electric power and energy from time to time under this Power Purchase Contract (including, but not limited to, costs which vary with the amount of electric power produced or delivered, general and administrative expenses, engineering expenses, legal and financial advisory expenses, and other costs not otherwise set forth herein);

1.6.2 an equitably allocated portion of monthly costs of operating the KPP (including internal personnel costs, rents, administrative and general expenses and working capital, engineering expenses, legal and financial advisory expenses, required payments to pension, retirement, health and hospitalization funds, insurance premiums, and taxes or payments in lieu thereof) all to the extent not directly attributable or traceable to supplying power and energy and other services to the Participants or any other members, and not included in the costs specified in the other items of this definition;

1.6.3 any and all charges or tariffs for electric power set by any Governmental Authority multiplied by the amount of electric power subject to such charges or tariffs provided to the Participant; and
1.6.4  an equitably allocated portion of any additional amount not specified in the other items of this definition which must be paid by the KPP.

1.7  "Effective Date" shall mean the date upon which this Power Purchase Contract becomes effective according to its terms.

1.8  "FERC" shall mean the Federal Energy Regulatory Commission or its successor.

1.9  "Force Majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure or economic hardship.

1.10  "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.11  "Governmental Authority" shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power.

1.12  Interest" shall be calculated in accord with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

1.13  "KPP" shall mean the Kansas Power Pool, a municipal energy agency, a quasi-municipal corporation duly organized and existing under and by the laws of the State of Kansas, its successor and assigns.

1.14  "NERC" shall mean the North American Electric Reliability Council or its successor organization.

1.15  "Participant" shall mean the municipality executing this Power Purchase Contract.
1.16 "Participants" shall mean the Participant and any other municipalities or public agencies with which the KPP has entered into a power purchase contract substantially similar to this Power Purchase Contract.

1.17 "Party" or "Parties" shall mean the KPP and the Participant, individually or collectively, as appropriate.

1.18 "Payment Date" shall mean that certain day of each calendar month on which all Costs of Power are due and payable by Participant to the KPP, as determined by the KPP under Section 3.2 hereof, during the term of this Power Purchase Contract beginning the next calendar month subsequent to the Effective Date.

1.19 "Power Purchase Contract" shall mean this Power Purchase Contract by and between the KPP and the Participant.

1.20 "Power Purchase Contracts" shall mean, collectively, the Power Purchase Contracts entered into by and between the Participants and the KPP.

1.21 "Reasonable Efforts" shall mean, with respect to an action required to be attempted or taken by a Party under this Power Purchase Contract, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

1.22 "SPP" shall mean the Southwest Power Pool, Inc., a regional transmission organization authorized by FERC to act as the sole transmission provider with functional control over transmission facilities within the SPP geographic region.

1.23 "State" shall mean the State of Kansas.

1.24 "System" shall mean the electric utility system of the Participant, or other integrated utility system of the Participant of which the electric utility system is a part, together with all repairs, alterations, extensions, reconstruction, enlargements or improvements made or acquired by the Participant.

1.25 "Term" shall mean the term of this Power Purchase Contract as set forth in Section 2 hereof.

2. CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS POWER PURCHASE CONTRACT

2.1 This Power Purchase Contract shall become effective as of the date that a majority of the members of the KPP (representing more than 50% of the KPP’s total load) Participants have signed and accepted Power Purchase Contracts, such date being no later than the 12th of September, 2011.
2.2 The Term shall begin on the Effective Date and shall continue in force for a period ending twenty (20) years from the Effective Date.

2.3 This Power Purchase Contract will terminate upon the earliest occurrence of any of the following events (i) the expiration of the term as set forth in Section 2.2, or (ii) a default by the Participant and the KPP’s election to terminate this Power Purchase Contract under Section 14 hereof.

3. **SALE OF ELECTRIC POWER.**

3.1 The KPP hereby agrees to sell, and the Participant hereby agrees to purchase from the KPP, all of the Participant’s required electrical power. In consideration, the Participant agrees to pay, exclusively from legally available funds, the Costs of Power on every Payment Date.

3.2 The KPP shall establish a schedule of billing for Costs of Power which is coordinated with the delivery of electric power to the Participant under this Power Purchase Contract and with the billing of other charges under the Amended Operating Agreement; provided however, the Participant’s obligation to pay any amount due under this Power Purchase Contract shall not be relieved by any failure of the KPP to bill the Participant for such amount. All Costs of Power shall be paid in lawful money of the United States of America, by warrant or check drawn against funds of the Participant, at the office of the KPP. Any Costs of Power, or portions thereof, which are not paid when due shall remain due and payable until received by the KPP. All Costs of Power which are not paid when due shall bear interest at the contract rate equal to the average rate of the KPP’s line of credit for the prior twelve months, from the date on which the Costs of Power, as the case may be, become due until the same is paid. Notwithstanding any dispute between the KPP and the Participant hereunder, the Participant shall make all payments when due and shall not withhold any payments pending the final resolution of such dispute. In the event of a determination that the Participant was not liable for said Costs of Power or any portion thereof, said payments or excess of payments as the case may be, shall be credited against subsequent Costs of Power due hereunder.

3.3 The Parties acknowledge that they are both signatories to the Amended Operating Agreement, which generally governs the relationship between the KPP and Participant, and that to the extent any conflict exists between the terms of this Power Purchase Contract and the Amended Operating Agreement, that the provisions of this Power Purchase Contract will govern and be superior.

3.4 The covenants on the part of the Participant herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of the Participant to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Participant to carry out and perform the covenants and
agreements in this Power Purchase Contract agreed to be carried out and performed by the Participant.

4. REPRESENTATIONS OF EACH PARTY. Each Party makes the following representations for itself:

4.1 Such Party is duly organized, validly existing and in good standing under the laws of this state; that it is qualified to do business in the State of Kansas; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Power Purchase Contract and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Power Purchase Contract.

4.2 Such Party has the right, power and authority to enter into this Power Purchase Contract, to become a Party hereto and to perform its obligations hereunder. This Power Purchase Contract is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

4.3 The execution, delivery and performance of this Power Purchase Contract does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, as amended, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

4.4 Such Party has sought or obtained, or, in accordance with this Power Purchase Contract will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Power Purchase Contract, and it will provide to any Governmental Authority notice of any actions under this Power Purchase Contract that are required by applicable laws and regulations.

4.5 This Power Purchase Contract is intended to be a special obligation of the Participant payable solely from the revenues of the System to pay for electric interconnection or transmission facilities or services and, as such, shall be exempt, pursuant to K.S.A. 10-1116b, from Kansas cash basis and budget law set forth in K.S.A. 10-1101 et seq. and shall not be subject to appropriations restrictions set forth thereunder.

5. INFORMATION.

5.1 The KPP and the Participant will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively
the intent and purpose of this Power Purchase Contract, or as may be reasonably necessary and convenient in the conduct of the operations of the party requesting such information.

6. ASSIGNMENT

6.1 Neither this Power Purchase Contract nor any interest of the Participant herein shall, at any time after the date hereof, without the prior written consent of the KPP, be mortgaged, pledged, assigned or transferred by the Participant by voluntary act or by operation of law, or otherwise, expect as specifically provided herein. The Participant shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning or transferring which may be made.

6.2 The KPP shall have the right to assign or pledge its interest in this Power Purchase Contract in connection with the financing of the KPP’s facilities, projects, or operations. The Parties hereto agree to execute any and all documents necessary and proper in connection therewith. In the event of such assignment, anything required or permitted to be done or performed by the KPP under this Power Purchase Contract may be done or performed by said assignee or pledgee.

7. INDEMNITY AND CONSEQUENTIAL DAMAGES

7.1 Indemnity. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s action or inactions of its obligations under this Power Purchase Contract on behalf of the Indemnifying Party, except in cases of negligence or intentional wrongdoing by the Indemnified Party.

7.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Section 11 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Section 11(A), to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Section 11, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person’s actual loss, net of any insurance or other recovery.
7.1.3 **Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for herein may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

7.2 **Consequential Damages.** In no event shall either Party be liable under any provision of this Power Purchase Contract for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.3 **Kansas Tort Claims Act.** Nothing in this Power Purchase Contract, nor any section of this Power Purchase Contract, shall constitute a waiver of or consent to be bound by any waiver of individual or personal immunity (whether it be absolute or qualified immunity) granted by law to the officers, administrators, board members, council
members, employees or agents of Participant or KPP or its individual member cities, of the provisions of the Kansas Tort Claims Act, K.S.A. 61-6101 et seq, from which municipalities or municipal energy agencies may not exempt themselves.

8. NOTICES

8.1 Unless provided otherwise by this Power Purchase Contract, any notice, request, demand, statement, billing, payment or routine communication allowed or permitted by this Power Purchase Contract or any notice or communications which either Party may desire to give to the other shall be in writing and shall be considered as delivered when received by the primary addressee of the other Party, by certified United States mail addressed to the other Party at its address indicated below, or at such other address as either Party may designate for itself in a notice to the other Party.

If to KPP:

Colin Whitley, General Manager/CEO
Kansas Power Pool
200 West Douglas, Suite 601
Wichita, KS 67202

If to Participant:

Attn: City Clerk

8.2 In lieu of providing notice by certified mail, any notice, request, demand, statement, billing, payment or communication shall be in writing and shall be considered as delivered when delivered to the primary addressee by prepaid overnight delivery to the other Party by the United States Postal Service, Federal Express, Airborne or United Parcel Service or by personal delivery at the address of the other Party indicated above.

8.3 Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to operations and maintenance under this Power Purchase Contract, and any subsequent changes to such designation(s).

9. DEFAULT BY THE PARTICIPANT

9.1 If (i) the Participant shall fail to make any Costs of Power payment due hereunder within Fifteen (15) days from the date it is due and payable, or (ii) the Participant shall fail to keep any other terms, covenants or conditions contained herein for a period of Sixty (60) days after written notice thereof from the KPP to the Participant, or (iii) the Participant’s interest in this Power Purchase Contract or any part thereof shall be assigned or transferred without the written consent of the KPP, either
voluntarily or by operation of law, or (iv) the Participant shall file any petition or institute any proceedings wherein or whereby the Participant asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of its debts or obligations, or offers to the Participant’s creditors to effect a composition or extension of time to pay the Participant’s debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization, or for a readjustment of the Participant’s debts, or for any other similar relief, or (v) any such petition or any such proceedings of the same or similar kind or character shall be filed, instituted or taken against the Participant, then and in any of such events the Participant shall be deemed to be in default hereunder.

9.2 If the Participant should, after notice of such default, fail to remedy any default, then the KPP shall have the right, at its option, without any further demand or notice (i) to suspend the delivery of electric power provided under this Power Purchase Agreement until the amount due has been paid and is given the right to market and dispose of such electric power to other non-defaulting Participants or to other members of the KPP, under the most economically advantageous terms and conditions obtainable as determined in the sole judgment of the KPP; (ii) to terminate this Power Purchase Contract, (iii) to recover from the Participant all damages and expenses resulting from the Participant’s default, including, but not limited to, any costs of collection and reasonable attorneys’ fees and expenses, (iv) to bring any suit, injunction or action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Purchase Contract against the Participant, and (v) to all other remedies provided the KPP under law and equity. The foregoing remedies of the KPP are in addition to and not exclusive of any other remedy of the KPP. No suspension or termination under this Section shall relieve the Participant from liability for payment of the Costs of Power or other amounts due hereunder.

10. MISCELLANEOUS TERMS.

10.1 The waiver by the KPP of any breach by the Participant of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

10.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, other than the obligation to pay money when due and the obligations of Section 7.6 hereof, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due and the obligations of Section 6.6 hereof) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred.
and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.3 This Power Purchase Contract may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Power Purchase Contract, and it is also understood and agreed that separate counterparts of this Power Purchase Contract may be separately executed by the KPP and the Participant, all with the same full force and effect as though the same counterpart had been executed simultaneously by both the KPP and the Participant.

10.4 If any one or more of the terms, provisions, promises, covenants or conditions of this Power Purchase Contract shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Power Purchase Contract shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

10.5 Except as expressly provided herein, neither this Power Purchase Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each party hereto. Furthermore, the Board of Directors of the KPP (a) may not amend the terms of any Power Purchase Contracts without the express written consent of not less than 51% of the Participants and (b) shall not consent or agree to, or permit any rescission of, or amendment to, or otherwise take any action under or in connection with, any Power Purchase Contract which will reduce the payments required thereunder or which will in any manner materially impair or materially adversely affect the rights of the KPP thereunder. The extension of the term of any Power Purchase Contract shall not constitute an amendment prohibited by either clause (a) or clause (b) above.

10.6 The validity, interpretation and performance of this Power Purchase Contract and each of its provisions shall be governed by the laws of the State of Kansas. Exclusive jurisdiction and venue of this Power Purchase Contract shall be in the District Court of Sedgwick County, Kansas.

10.7 Any headings preceding the texts of the several Sections hereof shall be solely for convenience of reference and shall not constitute a part of this Power Purchase Contract, nor shall they affect its meaning, construction or effect.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties hereto have caused this Power Purchase Contract to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, all as of the day and year first above written.

CITY OF GREENSBURG, KANSAS

By __________________________

(City of Greensburg, KS) Mayor

ATTEST:

By __________________________

(City of Greensburg, KS) City Clerk

"PARTICIPANT"

ACKNOWLEDGMENT

STATE OF KANSAS )

) ss: )

COUNTY OF Kiowa )

On this 5th day of January, 2012, before me, a Notary Public, in and for the County and State aforesaid, duly sworn, personally appeared Robert A. Dixon and Jay Newton, known to me to be Mayor and City Clerk, respectively, of the governing body of the City of Greensburg, Kansas, a municipal corporation, that they executed the within instrument on behalf of said City, therein named as the Participant, and acknowledged to me that they executed the within instrument pursuant to a Resolution of the governing body of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

Notary Public

My Appointment Expires:

CHRISTY D. PYATT
Notary Public - State of Kansas
My Appt. Expires 10/21/14

TWG REF: 363389
Power Purchase Contract
TO: Mayor and City Council  
SUBJECT: 2017 Draft Council Schedule  
INITIATED BY: Kyler Ludwig, City Administrator

Background:  
In an effort for staff to plan council meetings in 2017 a draft schedule has been put together which includes a rough outline of topics for discussion throughout the 2017 calendar year. Staff is looking for direction from the Governing on any changes they would like to see in the current plan. This planning document is subject to change based on the interests of the Governing Body, and the immediate needs of the community.

Recommendations/Actions: It is recommended the City Council:  
Discuss any changes or additions to the schedule. Receive and file the 2017 Draft Council Schedule.

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<th>Activities</th>
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<td>GAAP Waiver, PBC Meeting, Land Bank Meeting, Code Enforcement Discussion, Annual Performance Review</td>
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<tr>
<td>February</td>
<td>Industrial Park- Review of USDA grant, Branding Presentation (Tourism/Eco-Devo), Review Rates- water/sewer, Big Well Budget Discussion</td>
</tr>
<tr>
<td>March</td>
<td>Quarterly Transfers, Road Maintenance Discussion, Parks and Pathways Goals</td>
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<td>April</td>
<td>Quarterly Performance, Quarterly Financials, Formalize Pool Policies, Arbor Day Resolution, Dead Trees Discussion, 2 Planning Commission Appointments, 1 KMEA Appointment</td>
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<tr>
<td>May</td>
<td>Policing Goals and Objectives Discussion, Community Clean up</td>
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<tr>
<td>June</td>
<td>Quarterly Transfers, Health Insurance -Seek bids, Budget General Fund</td>
</tr>
<tr>
<td>July</td>
<td>Quarterly Performance, Quarterly Financials, Budget Non-general Funds</td>
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<tr>
<td>August</td>
<td>Audit Presentation, Final Budget Review, Review of Administrator's Performance, Pass 2018 Budget</td>
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<tr>
<td>September</td>
<td>UPOC, STO, Quarterly Transfers, KDOT Airport Grant, Pool Review</td>
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<tr>
<td>October</td>
<td>Quarterly Performance, Quarterly Financials</td>
</tr>
<tr>
<td>November</td>
<td>Municipal Election, Economic Development Council Retreat, Business Park Building Discussion, City Council Election</td>
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<tr>
<td>December</td>
<td>Quarterly Transfers, 1 public housing appointment</td>
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TO: Mayor and City Council  
SUBJECT: Code Enforcement  
INITIATED BY: Kyler Ludwig, City Administrator

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**Background:**

In January of 2016 the Council was surveyed on their priorities. The topic of blighted properties was the second highest priority in 2016, and the removal of junked motor vehicles was ranked the 7th highest priority of the 30 presented topics. Staff responded to this through making efforts in code enforcement, which included the discussion and enforcement of the “Junked Motor Vehicle” code.

After reviewing the Junked Motor Vehicle Code on September 19th staff was directed by Council to write letters to code violators, and to enforce the code as presented. Staff reached out to violators with great success; of the 20 individuals contacted during this process one requested a hearing before the governing body.

On December 19th the feedback from council was that staff should respond to public complaints about code violations, and that staff time should not be used to look for violators.

In an effort to ensure that staff and council are in alignment on how code enforcement should be conducted Mayor Dixson requested that Code Enforcement be discussed as an agenda item at the January 17th meeting.

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

Discuss how code enforcement should be conducted within the City of Greensburg.