

**CITY OF GREENSBURG
REGULAR CITY COUNCIL MEETING
300 SOUTH MAIN GREENSBURG, KANSAS
MONDAY, OCTOBER 2, 2017
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) 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 18, 2017
2. Appropriation Ordinance
 - a. Ordinance #1109

F) ITEMS OF BUSINESS

1. Mobile Vendor Ordinance – Code Amendment
2. Incubator HVAC Compressor
3. Airport Bid

G) CITY ATTORNEY'S REPORT

H) CITY ADMINISTRATOR'S REPORT

I) GOVERNING BODY COMMENTS

J) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

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

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

**Greensburg City Council
September 18, 2017
City Hall**

A) CALL TO ORDER

Mayor Robert Dixon called the September 18, 2017 meeting to order at 6:00 p.m.

B) PLEDGE OF ALLEGIANCE & INVOCATION

The Pledge of Allegiance was said, and the invocation given by Pastor Jeff Blackburn.

C) ROLL CALL & APPROVAL OF THE AGENDA

Council Present: Matt Christenson, Mark Trummel, Sandy Jungemann, and Rick Schaffer. Haley Kern was absent. Trummel made a motion to approve the agenda as presented. Christenson seconded. Motion passed 4-0.

D) CITIZEN COMMENTS

Dixon welcomed those in attendance and opened the floor for citizen comments, of which there were none.

E) CONSENT AGENDA

Jungemann made a motion, seconded by Christenson, to approve the Consent Agenda as presented. Motion passed 4-0.

F) ITEMS OF BUSINESS

1. Audit Contract – Kennedy McKee & Company

City Administrator Kyler Ludwig presented a contract from Kennedy McKee & Company, to perform the 2017 audit. The contract showed a small increase of price for services, with a total contract price of \$15,650. Christenson made a motion, seconded by Trummel, to approve the contract as presented. Motion passed 4-0.

2. Annual Pool Review

Ludwig presented an annual review of swimming pool revenues and expenses, with comparisons from the half season in 2015 and full season in 2016. Statistics show a slight increase in the number of swimmers, a 1% growth in revenue, and a 16% decrease in expenses. Ludwig noted that in 2015 pool utilities were not being paid out of the pool fund. That was changed in 2016. The expenses for 2017 included the cost of utilities. The decrease in expenses is primarily due to the use of less chlorine with the new chlorine system. Trummel asked about the increase in the salary line item. Ludwig explained that the pool experienced high employee retention from last year. Guards receive a raise each successive year. Also, Sunday hours were extended. The intergovernmental revenue shown reflects the funds given by Kiowa County to assist with operations. Trummel stated that since the original pool was built in the 1940s there has, more than likely, not been one year the facility has made money. Ludwig stated that a community swimming pool is a great amenity to have and that every community shows a loss. He acknowledged that Travis Powell has done a great job of managing the facility.

3. 3rd Quarter Transfers

Ludwig included a list of quarterly transfers in the meeting packet. The amount of transfer from the sanitation fund to sanitation reserve is decreased from previous quarters as the reserve will reach its required maximum. Christenson made a motion to approve the requested transfers. Jungemann seconded, and the motion passed 4-0.

4. Land Bank – Authorize Sell of 603 S. Sycamore

Council recessed open session and convened as the Land Bank. Staff has advertised 603 S. Sycamore for sale, as authorized. Staff has received no written comments in regard to the pending sale. If approved, the current applicant will pay \$10/linear foot (\$1,120). The applicant's intent is to build a home on the property, but they will not complete it within a year time frame. Jungemann made a motion, seconded by Schaffer, to authorize Staff to sell the property. Motion passed 4-0.

The Land Bank adjourned. Council reconvened open session 6:11 p.m.

5. Street/Sidewalk Vendor Permit Discussion

Ludwig reminded Council that in August Staff had opened discussion on the current regulations restricting door-to-door and street vendor sales within the City. Citizen Georgina Rodriguez had provided additional information on the topic. At the time, there was interest from some members to raise the associated fees and limit the number of days the vendor can operate. Staff has not been enforcing current regulations, pending a decision from Council. Ludwig reviewed the current regulations. Information from other cities was provided. Ludwig noted that the regulations of other cities vary because each has a very different focus. Some focus on bringing vendors in while others prefer to limit outside vendors and focus on local business development.

Christenson began discussion by asking if associated fees should be annual only allow a vendor to work for a specific number of days. Ludwig stated that he does not interpret the current code to limit the number of days. If Council prefers to limit the numbers of days, the code needs to be clarified. Ludwig requested clarity on enforcement of the code. Discussion on being fair to local businesses was had. Local businesses pay sales tax as well as property tax. Trummel asked if there was a way for Staff to trace sales tax. Ludwig explained that the information is not public, but the City can access that information from the state. Staff would have to review data for possibly 3-4 months to tell if a business has submitted sales tax. Dixon asked how big of a problem street vendors are. By definition a vendor would include businesses such as Schwans, Bolens, Dirks, mobile knife sharpening stations, the Pizza Hut mobile wagon, and JD's BBQ. Since the original concern was raised by the business community, the new food vendor that had presented itself has not returned. Dixon stated the we all have a choice to shop locally. He preferred not to spend a lot of time changing the code if the problem has taken care of itself. Additional discussion was had on the currently required fees.

The consensus of the Council was to amend the code to require a \$10/day permit with a set maximum \$100/year permit, with no limitation on the number of days a vendor can operate within that year. Staff will present an Ordinance amending the code at the next Council Meeting.

G) CITY ATTORNEY'S REPORT

City Attorney Clayton Kerbs was not present at the meeting.

H) CITY ADMINISTRATOR'S REPORT

Airport: The pre-bid meeting will be held on September 19th at 11:00am at City Hall. Lochner will be here to answer questions about the project. The bid opening is scheduled for September 28th at 2:00 pm.

Highway Gypsi Junk Market: The Highway Gypsi Junk Market will be at Davis Park on September 23rd. The event is scheduled from 9am-3pm.

KPP Annual Retreat: The Annual KPP Retreat is scheduled for September 29th and 30th. Ludwig will be representing the City at the conference

Incubator Management: Market 54 has signed a lease and will be moving into the Incubator

facility. The Circles call center has been pushed back because of testing, but is projected to start up in November.

Flu Shots: The City will be hosting a flu shot clinic for employees on October 5th. The County Health Department will be giving out shots starting at 8am.

I) GOVERNING BODY COMMENTS

Dixon announced that Law Kingdon Architecture, who did the Big Well Museum project, will be celebrating their 50th Anniversary. Staff has received invitations to a reception. If a Council Member is interested in attending, they are to contact Staff so that a reservation can be submitted.

J) EXECUTIVE SESSION

Trummel made a motion to recess into executive session to conduct an annual review of the City Administrator's performance pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1). The open meeting will resume in the city council chamber at 6:45 p.m. Christenson seconded, and the motion passed 4-0. Dixon thanked those in attendance and stated that there would be no further action taken this evening.

K) ADJOURNMENT

Dixon announce that Council President Kern will be conducting the October 7th meeting in his absence. Dixon declared the meeting adjourned at 6:46 p.m.

Robert A. Dixon, Mayor

Christy Pyatt, City Clerk

APPROPRIATION ORD. 1109

10.02.17

CHECK #	VENDOR	REFERENCE	AMOUNT
PRE-PAID			
	AT&T	PHONE & INTERNET	\$ 558.34
	*****PRE-PAID TOTAL*****		\$ 558.34
PAID			
25921	ALLIANCE AG & GRAIN LLC	SHRED AND CORNERSTONE	\$ 194.25
25922	AT&T	ACCT 134987911	\$ 173.44
25923	BREHM SIGNS	MONTHLY LEASE	\$ 240.00
25924	BRIAN GUMPENBERGER CONST.	POOL HOUSE ROOF	\$ 9,111.86
25925	CARD SERVICES	SPRAY WAND	\$ 25.98
25926	CARGILL, INC	KD CRSE SO BULK	\$ 3,265.49
25927	CIRCLES OF KIOWA COUNTY	CIRCLES OF KIOWA CO.	\$ 100.00
25928	CITY OF GREENSBURG	RENT PAYMENT	\$ 12,049.37
25929	D.C.& B. SUPPLY INC.	STAINLESS STEEL STRAPS	\$ 332.50
25930	DANIEL MORLEY	CDL PERMIT	\$ 67.28
25931	EMBROID ME	PATCHES	\$ 73.46
25932	GRAINGER	FIRE EXTINGUISHER	\$ 68.05
25933	KANSAS EXPOCENTRE/SMG	MOTHER OF EARTH NEWS FAIR	\$ 45.00
25934	KANSAS POWER POOL	POWER	\$ 40,049.49
25935	KANSAS STATE TREASURER	BOND INTEREST	\$ 56,087.40
25936	KENCRAFT	RESALE ITEMS	\$ 272.72
25937	KENNEDY MCKEE & COMPANY LLP	2016 AUDIT/ BUDGET/AUDIT FOR	\$ 18,413.25
25938	MASTERCARD	POSTALOCITY/MOTEL(MUNTZ)	\$ 1,385.28
25939	ORKIN	SEPT SERVICES	\$ 119.98
25940	PRATT TRIBUNE	LEGAL PUBLICATIONS AIRPORT/	\$ 172.50
25941	SHRED-IT USA	SHRED IT	\$ 164.76
25942	STANION WHOLESALE ELEC. .	SUPPLIES	\$ 6,258.24
25943	UNIVERSITY PRESS OF KS	EXPEDITION OF THIRST	\$ 59.88
25944	WESTERN ASSOCIATES, INC.	WOODEN NICKEL SETUP CHARGE/	\$ 554.67
	***** PAID TOTAL *****		\$ 149,284.85
	***** REPORT TOTAL *****		\$ 149,843.19

City of Greensburg
City Council Meeting
October 2, 2017

TO: Mayor and City Council
SUBJECT: Mobile Food Vendor - Discussion
PREPARED BY: City Administrator, Kyler Ludwig

Background:

Council directed staff at the September 18th Council meeting to write up an amendment to Chapter V Article 2 of the City Code. The purpose of the amendment was to increase the maximum fee for mobile sales from \$50 to \$100, and the make the licensing period 12 months.

Analysis:

The prepared change to the code regulating permits reads:

(a) Except as provided in subsection (c), the fee for the license required pursuant to section 5-202 shall be in the amount of \$10.00 per each day, or portion thereof, that the licensee shall operate within the city limits. **In no event, however, shall fees in excess of \$100.00 be collected from a licensee during any twelve-month period of time.**

The State Department of Revenue has been working with staff to ensure that all mobile vendors are educated about the process of paying sales tax in the communities where they are selling. Staff will send a list of mobile vendors to the Department of Revenue annually for compliance reviews.

Legal:

The proposed changed has been reviewed by legal counsel and has been approved as to form.

Recommendations/Actions: It is recommended the City Council:

Approve the proposed change to Article V Section 2.

Attachments:

Proposed Code Change

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER V OF THE CODE OF THE CITY OF GREENSBURG, KANSAS, BY AMENDING CHAPTER V, ARTICLE 2, SECTION 5-207 TO INCREASE THE LICENSE PERIOD FROM A SIX-MONTH PERIOD TO A TWELVE MONTH PERIOD.

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

SECTION 1: Chapter V, Article 2, Section 5-207 of the Code of the City of Greensburg, Kansas, is hereby amended to read as follows:

5-207 License fee; time limits; exemptions

(a) Except as provided in subsection (c), the fee for the license required pursuant to section 5-202 shall be in the amount of \$10.00 per each day, or portion thereof, that the licensee shall operate within the city limits. In no event, however, shall fees in excess of \$100.00 be collected from a licensee during any twelve-month period of time.

(b) Any such license granted upon application as required hereinabove shall be limited to and effective only on the days set out in the license. Solicitation or sales by any peddler, solicitor or canvasser shall be conducted only between the hours of 8:00 a.m. and 9:00 p.m.

(c) Persons and firms not having a permanently established place of business in the city, but having a permanently established house-to-house or wholesale business shall receive a license as required by section 5-202 upon the payment of \$25.00 for any year, and may make solicitations or sales only between the hours of 8:00 a.m. and 9:00 p.m., or upon invitation at any hour.

(d) No license fee shall be required of: (1) any person selling products of the farm or orchard actually produced by the seller; (2) any businesses, trades or occupations which are part of fairs or celebrations sponsored by the city or any other governmental subdivision, or the state, or when part of all of the expenses of the fairs or celebrations are paid for by the city, any other governmental subdivision, or the state; and (3) any not-for-profit or charitable organization as determined by the governing body.

SECTION 2: Other ordinances or portions thereof in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Greensburg, Kansas, this ____ day of _____, 2017.

Mayor

ATTEST:

Christy Pyatt, City Clerk

City of Greensburg
City Council Meeting
October 2, 2017

TO: Mayor and City Council
SUBJECT: Incubator HVAC
PREPARED BY: City Administrator, Kyler Ludwig

Background:

One of the main HVAC units at the incubator is no longer working. The problem was diagnosed by Waldinger Corporation to be the unit's compressor. .

Analysis:

Waldinger Corporation provided a quote to replace the compressor for \$6,281.07. They also provided a quote for the replacement of the entire system at \$13,752.77. City staff is working with other companies to get additional quotes. Staff will be moving forward with the repairs prior to the next council meeting. If a motion is not made tonight staff will use emergency expenditure authority for the repairs.

Prior to getting a second opinion staff feels that the full system replacement is not necessary, but in approving the action tonight staff would recommend authorizing the full repairs encase they are determined to be necessary.

Recommendations/Actions: It is recommended the City Council:

Approve the repairs not to exceed \$13,800.

Attachments:

Waldinger Quotes

PROPOSAL

Customer: Greensburg, City of (234841)
Incubator Building (001)
101 South Main
Greensburg, KS 67054-1701

Date: 9/26/2017
Quote #: 42779.1

Customer PO:
Work Order:

Attention: Kyler Ludwig

Project: Replace Compressor

We propose to furnish the materials and/or perform the work described below:

- * Recover existing refrigerant from system and dispose of
- * Remove and replace existing compressor with new
- * Replace bi flow dryer
- * Replace contactor
- * Perform leak check to ensure system is secure
- * Charge system with up to 10#'s new R22
- * Start up and check out

We have included the following:

- All labor during regular business hours
- Final adjustment and calibration of equipment
- Applicable Sales Tax
- Freight: 7-10 days out

We have not included:

- All work not specifically stated in this proposal
- Asbestos abatement or hazardous waste disposal
- Parts or labor from original call
- Next day or Express shipping is not included

All for the sum of: six thousand two hundred eighty-one dollars and seven cents
\$6,281.07

This proposal is subject to the terms and conditions as shown on the attached page.
This quote is good for 30 (thirty) day(s).

Purchaser's Acceptance:
Incubator Building

Respectfully Submitted:
The Waldinger Corporation



9/26/2017

Signature

Date

Signature

Date

Printed Name

Tammy McCaffree

Printed Name

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.

PROPOSAL

Customer: Greensburg, City of (234841)
Incubator Building (001)
101 South Main
Greensburg, KS 67054-1701

Date: 9/26/2017
Quote #: 42792.1

Customer PO:
Work Order:

Attention: Kyler Ludwig

Project: Replace Heat Pump Room 111 West

We propose to furnish the materials and/or perform the work described below:

- * Remove existing system from space
- * Replace with new Bosh 2-Ton S Series Heat Pump
- * All ductwork modifications
- * Disposal of old system
- * Start up and check out

We have included the following:

- All labor during regular business hours
- Final adjustment and calibration of equipment
- Applicable Sales Tax
- Disposal of existing equipment

We have not included:

- All work not specifically stated in this proposal
- Asbestos abatement or hazardous waste disposal
- Parts or labor from original call
- Next day or Express shipping is not included

All for the sum of: thirteen thousand seven hundred fifty-two dollars and seventy-seven cents
\$13,752.77

This proposal is subject to the terms and conditions as shown on the attached page.

This quote is good for 30 (thirty) day(s).

Purchaser's Acceptance:

Incubator Building

Respectfully Submitted:

The Waldinger Corporation

Tammy McCaffree

9/26/2017

Signature

Date

Signature

Date

Printed Name

Tammy McCaffree

Printed Name

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCB's discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Day(s) after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.



Attachment Pending