CALL TO ORDER

PLEDGE OF ALLEGIANCE AND INVOCATION

ROLL CALL & APPROVAL OF THE AGENDA

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.

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 – May 15, 2017

2. Appropriation Ordinance
   a. Ordinance #1101

ITEMS OF BUSINESS

1. Power-Up Firework Request
2. Vendor Permit Discussion
3. Unruh - Special Exception Request- Animal Husbandry
4. Airport Modernization Agreement
5. Full-Bucket Swing Purchase
6. Earthquake Monitoring Station- Business Park
7. City Attorney Consideration

CITY ADMINISTRATOR'S REPORT

GOVERNING BODY COMMENTS

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
May 15, 2017
City Hall

A) CALL TO ORDER
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on May 15, 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
Council present: Matt Christenson, Mark Trummel, Rick Schaffer, Haley Kern, and Sandra Jungemann. Kern made a motion to approve the agenda as presented. Schaffer seconded. The motion passed 5-0.

D) CITIZEN COMMENTS
Mayor Dixson opened the floor for citizen comments.

Michael Wilson, owner of Reggie’s Pizza, stated that a week ago (last Tuesday) he received multiple phone calls regarding a Pizza Hut food trailer on Main Street. Wilson acknowledged that, when it comes to business, competition is good, but wanted to make sure that all businesses are going through the correct process to be permitted in town. Wilson spoke of small businesses that have come back to town, committed, and lead by example to create a sustainable community. Wilson himself has found the community to be very accepting of his coming to town. Wilson spoke of his personal commitment to the community: property taxes on the purchase of a building and home in the last year and sales tax revenue for the town in excess of $35,000 over the past 2 years. Wilson stated that he hopes that food trailers are responsible to get the proper permits and to pay the required sales tax. Wilson stated that upon visiting the Pizza Hut trailer he noted that they did not accept credit cards, cash only. He spoke of the difficulty of tracking sales tax on a cash only basis.

Keri Ulrich said “Thank You” to the Council from PAC for the 10th Anniversary Celebration and support of the Starlight Park. The group has received positive comments on the sculpture. Ulrich felt the entire weekend was great: the memorial was very special and the documentary was unbelievable. Kern congratulated PAC on their art park project.

Dixson thanked those citizens who were in attendance.

E) RECOGNITIONS, PROCLAMATIONS, AWARDS & NOMINATION
City Administrator Kyler Ludwig reminded Council that Ann Dixson and Randy Rinker were recently appointed to the Tree Board to fill open terms. Ludwig asked that Council now appoint Dixson and Rinker to the board for terms to expire May 31, 2020. Kern made a motion to appoint Dixson and Rinker. Christenson seconded and the motion passed 5-0.

F) CONSENT AGENDA
Jungemann made a motion to approve the Consent Agenda as presented. Kern seconded. Motion passed 5-0.

G) ITEMS OF BUSINESS
1. Formal Hearing – 903 N. Sycamore
Ludwig discussed the background of the request for an abatement resolution on the house structure located at 903 N. Sycamore. In January 2017 property owner Arrow Zanghi approached the City requesting a conditional building permit to place a structure that was under the abatement process in Mullinville onto his property. Prior to being issued a permit the owner signed an agreement with the City

1
conditions, to ensure the project was completed in a timely manner. The structure was to be placed on a foundation by March 18, 2017 and the exterior of the structure brought into code compliance by July 31, 2017. Zanghi failed to meet the deadline to place the structure on a foundation and photographs provided show no progress on the project since the March 20th Council decision to call a formal hearing. Ludwig requested Council pass a resolution setting a deadline for the property to be compliant with the City Code (30 days minimum).

Dixson called the hearing to order at 6:15 p.m. and asked the property owner if he would like to speak on his own behalf. Zanghi asked to first comment on another topic as he was late to the meeting due to working in Dodge City and missed the public comment portion of the meeting. Dixson recessed the public hearing and allowed Zanghi 3 minutes. Zanghi stated that the road around the state fishing lake is dangerous in its present state.

The advertised public hearing for 903 N. Sycamore resumed at 6:17 p.m. Trummel asked Zanghi where he was at with the property. Zanghi stated that no work has been done since the advertisement for this hearing appeared in the newspaper. He was advised by friends that it may not be in his best interest to pour concrete as it is uncertain what the Council will do. He mentioned a work related injury that he sustained March 2nd and advised that, unlike most of the Council, he works outside of town but chooses to live here, making it difficult to work on the house. Zanghi stated that he does not know what the Council expects. During initial conversations with Ludwig, Zanghi says that he told Ludwig it would take him 1 year. According to Zanghi, Ludwig stated that 1 year was too long of a period to wait for the house to be placed on a foundation. Zanghi was offered the list of conditions to receive a permit to move the structure into town. He felt that his only choices were to do whatever Ludwig asked or not do the project at all. Zanghi stressed that he wants to reside in this community, but does have the option to place the home in another community. Zanghi left the meeting stating that he would await a decision from the Council.

Ludwig clarified for Council that the city code requires a foundation be ready prior to a structure being moved in. Staff allowed Zanghi to place the structure on his property and gave him an additional 60 days to place it on a foundation.

With no one else wishing to speak, Dixson closed the public comment portion of the hearing and opened the floor for discussion amongst the Council. Christenson stated that the purpose of the process is to work with citizens and it does not appear the owner wants to work with the City in a timely fashion. Kern stated that Zanghi was given over 120 days to accomplish something; Staff has already made an exception to allow the structure to be brought in before a foundation was ready; and the City must be consistent in what we require of other owners. Schaffer asked for clarification that a permit was issued prior to the structure coming to town. Trummel expressed the importance of seeing progress in projects. Ludwig clarified that the conditional deadlines were set in discussion between himself and the owner and pertain only to the exterior condition of the structure. Ludwig recommended Council keep the July 31st deadline, giving them authority to move forward if necessary. He reminded Council that the abatement process can be extended or stopped at any time. Jungemann voiced that she would be willing to give a one month extension if Zanghi would get the structure on a foundation by July 31st. Trummel concurred.

Dixson adjourned the public hearing at 6:35 p.m. and resumed open session. After brief discussion, Christenson made a motion, seconded by Kern, to approve Resolution 2017-03, with the addition of a summary of the property owner’s hearing comments. Motion passed 5-0.

2. Pool Chlorine Discussion
In 2016 the City spent $11,000 on chlorine in the City’s pool. Ludwig reported that this expense is significantly higher than costs for the previous pool, which used a stabilized tablet system. Ludwig explained that the only drawback with a stabilized tablet system is that cyanuric acid builds in the pool...
throughout the season and the chlorine becomes less effective. Staff has been working on a plan to reduce the costs of chlorinating the pool. Ludwig presented 3 possible options:

**Option 1:** Continue with the current chlorination system (using unstable chlorine) and add cyanuric acid throughout the season as needed to stabilize the chlorine.

**Option 2:** Purchase a system similar to the old pool ($300) which uses stabilized chlorine tablets. Muriatic acid, which is currently being used to stabilize the pool, would no longer be needed. The risk is that the cyanuric acid can build up too much, making the chlorine less potent.

**Option 3:** Purchase a liquid chlorine system ($2,000) which uses unstable chlorine, but is a more reliable chlorination system. It is likely some stabilizer will still be needed. The chemical would all be managed by a contractor, and staff would no longer need to manage the chlorine or acid systems. The contractor that would manage the system has an established route where he would come through once a month.

Ludwig recommended trying option 1 first. City of Kinsley uses option 1. City of Coldwater started with a system just like our current one, but has moved to option 2. Ludwig is concerned that option 3 is still using unstable chlorine and may have the same issues arise.

Trummel asked what Public Works Superintendent Mike Hayes’ comments were. Ludwig stated that Hayes is comfortable with any of the options. Jungemann asked about the cost of the contractor for options 3. Ludwig stated that the contractor is paid based on chlorine and acid usage.

Consensus was to try Option 1 first. Ludwig assured Council that a system change can be made mid season if results are not favorable. If cyanic acid levels get too high the pool would need to be diluted by a partial emptying and adding fresh water. Dixon asked if the issue was covered by warranty. Ludwig explained that there is a 1 year warranty covering the chlorine system. He stated that the current system is working, but it is made more for an indoor pool.

### 3. Airport Update

Staff met with Lochner last Tuesday to put together a plan of action for the airport grading package. KDOT has provided cancelation agreements for the two open grants that the city has. Lochner is working with KDOT to see if the 2014 design grant can remain open to complete the final plans. Lochner proposed the City advertise the project starting in June of 2017 with a bid deadline of July. KDOT funds will officially be available in July. Construction on this portion of the airport is estimated at 60 days. Lochner wants to get a temporary cover crop planted in November with a final seeding to take place in the spring of 2018. They will be working with the local extension office to determine what the best plantings would be. Council will also need to look at the options for providing water for the project. Digging a well will most likely be the end result, but a decision will need to be made on whether to dig the well pre-construction or have water trucked in for the project.

### 4. KPP – RICE payment

In September 2011 Interim City Administrator Jay Newton notified KPP that the City would pay for its part of the RICE upgrade in a single payment, in an effort to save interest. On October 1, 2012 Council set aside up to $50,000 for the payment, which was anticipated to be paid at the end of 2012. The original estimated cost was $46,646. The project took longer than expected and was not completed until December 2016. KPP has submitted that the city is responsible for $40,049.49 of the project. KPP is willing to give an allowance to make the payment prior to the end of the 1st quarter of 2018. Ludwig reported that the electric fund is healthy enough to make the payment, with an approximate cash balance of approximately $900,000, but it may require Council to make a budget amendment prior to the end of the year. Ludwig recommended Council authorize the payment through a motion, but hold off on making the payment until after summer when Staff will have a better understanding of the 2017 electric budget. Schaffer made a motion, seconded by Trummel, to authorize the payment of $40,049.49 for the RICE upgrade before the end of the first quarter in 2018. Motion passed 5-0.
I) CITY ADMINISTRATOR’S REPORT
Ludwig discussed the following topics:

**Water Treatment Plant:** Layne will be doing repairs at the water treatment plant on Thursday. This should not have any impact on our ability to supply water to residents.

**City Council Elections:** The seats currently held by Christenson, Kern, and Shaffer are up for election this year. The filing deadline is June 1st at noon. Anyone interested in running for council can file at the County Courthouse with the Clerk.

**City Pool:** The pool is scheduled to be filled this week. There were a few leaks in the poolhouse that have been repaired. Travis Powell is going to be hiring lifeguards this week. There are enough new applicants that Travis feels we should not have to reduce hours this upcoming season.

**Bucket Truck Recall:** There has been a recall on our bucket truck, and the replacement parts are on back order. This may require Staff to call out a contractor for line work to be performed until the parts are available.

**Incubator:** Levi Murray is working to have the new donut shop open, in the Incubator, by Memorial Day Weekend. Stull and Beverlin Law office has submitted a notice that they will be moving out of the incubator at the end of June.

**Memorial Day Events:** A list of events for the Memorial Day was provided and can be found on the City’s Facebook page.

**Planning Commission:** The Planning Commission will meet Wednesday to hear a conditional use request for animal husbandry.

J) GOVERNING BODY COMMENTS
Schaffer asked why the City does not take care of the lake area. The lake is outside of city limits and is owned by the State of Kansas. Ludwig stated that Staff mows around the lake as a friendly gesture, but the City is not liable for maintenance, including the road. Staff does not perform tree care at the lake for the same reason Staff does turn on and off water to the lake upon the request of the State, but to his knowledge there is no formal agreement. Kern asked if there was anyone Staff could contact regarding the road maintenance. Ludwig will make contact with the State regarding the topic.

Dixson asked Ludwig to relay to City employees his and Council’s appreciation for their time and efforts for the 10th anniversary weekend. Dixson asked that Council review the code on vendors and peddlers on their next meeting agenda. Ludwig reminded them that the code was sent out to Council in their August 20th meeting packet, but Ludwig will resend that information.

K) EXECUTIVE SESSION
   1. Non-elected Personnel – (10min)
Dixson requested executive session for 10 minutes for non-elected personnel and announced that no action would be taken following the executive session. Jungemann made a motion to go into executive session until 7:15 p.m. Kern seconded, and the motion passed 5-0. Council resumed open session at 7:15.

L) ADJOURNMENT
With nothing additional to come before the Council, Dixson declared the meeting adjourned at 7:15 p.m.

____________________________  ______________________________
Robert A. Dixson, Mayor     Christy Pyatt, City Clerk
## Appropriation Ord. 1101

**DATE:** 06.05.17

### Table of Expenses

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TO: Mayor and City Council
SUBJECT: PowerUp Donation- Fireworks
PREPARED BY: City Administrator, Kyler Ludwig

Background:
The City has historically supported the Independence Day Celebration in town planned by the Greensburg PowerUp organization. Last year the City donated $1,200.00 for the firework show.

Analysis:
The fireworks will be set off in the lot between City Hall and the Big Well. The show in its entirety will be approximately 15 minutes. The City’s donation is half of the cost of the show. The PowerUps will be using donations from last year and also seeking donations from other organizations in town to pay for the other half.

The road closure for this event can be approved administratively

Financial:
Any donation to this event will come out of the General Fund/Administration budget.

Recommendations/Actions: It is recommended the City Council:
Act upon the request from the Greensburg PowerUps.
TO: Mayor and City Council
SUBJECT: Regulations on Solicitors - Discussion
INITIATED BY: Mayor Dixson
PREPARED BY: City Administrator, Kyler Ludwig

Background:
Staff was asked by Mayor Dixson at the May 15th meeting to initiate a discussion about street and sidewalk vendors. Chapter V Article 2 of the City Code regulates these vendors, but the policies have not been regularly enforced. This topic was last discussed with the governing body at the August 1, 2016 meeting. At that meeting the consensus of the governing body was there was no need to address the code or its enforcement.

A few local business owners expressed concern after a Pizza Hut truck came into town last month. The businesses felt that mobile businesses should contribute more to the community; there was also some concern that local sales tax was not collected.

Analysis:
Who is Regulated?:
Any individual or business going door to door selling or collecting orders is required to receive a solicitors license. Vendors using mobile or temporary locations are also required to go through a City licensing process.

Exemptions:
City supported events, non-profits, and homegrown produce. This code does not apply to residents holding a yard sale or hosting a sales party from their home.

License requirements:
Background Check for non-Kiowa County residents ($10 fee).
Name, address, photo I.D., photo taken within the last 90 days, information about business, and a Kansas sales tax number.
$10/day fee (up to $50/6month period).
$25 annual fee for salesperson with a regular route.
Sales can only take place from 8am-9pm.

Recommendations/Actions: It is recommended the City Council:
Discuss the current solicitor’s regulations and direct staff on future enforcement and/or possible changes to the code.

Attachments:
Exhibit A: Greensburg Solicitors Code, Exhibit B: Canvassers Permit, Exhibit C: Excerpt of Minutes 8-1-2016
C) ROLL CALL & APPROVAL OF THE AGENDA
Council present: Mark Trummel, Sandy Jungemann, and Haley Kern. Rick Schaffer was absent. Matt Christenson arrived at 6:12 pm. City Administrator Kyler Ludwig requested that the proposed date for the 2017 Budget Public Hearing be changed to August 15, 2016 on the agenda. Jungemann made a motion to approve the agenda with the corrected date. Kern seconded the motion. The motion passed 3-0.

2. Street and Sidewalk Vendor Permit Discussion
Staff was asked by a member of the governing body to initiate a discussion about vendors operating in City limits. Chapter V Article 2 of the City Code regulates solicitors, canvassers, and peddlers; however, the policy has not been heavily enforced. A copy of the current license application and code were provided in the meeting packet. Ludwig explained that the code requires individuals or business’ conducting door-to-door sales or collecting orders, as well as vendors using mobile or temporary locations, to obtain a city license to do so. The code does allow for exemptions (City supported events, non-profits, and those who sell produce that they grew themselves). The code does not apply to residents holding a yard sale or hosting a sales party from their homes.

Ludwig reviewed the current licensing requirements which include: a background check for non-Kiowa County residents ($10 fee); a photo I.D.; a photo measuring 2”x2” taken within the last 90 days; a Kansas sales tax number; $10/day fee (up to $50/6month period); and a $25 annual fee for salesperson with a regular route. Sales can only take place from 8am-9pm.

Staff has been asked by the Department of Revenue to assist them in educating vendors about the requirement of submitting sales tax to the state. Staff has been given packets to provide to vendors, requesting the tax ID so that Department of Revenue can follow up with them.

Discussion was had on possibly simplifying the requirements and whether there was a need for additional enforcement at this time. The consensus of the Council was that there is not a need to address the code or its enforcement at this time.
ARTICLE 2. SOLICITORS, CANVASSERS, PEDDLERS

5-201. Definitions.

For the purpose of this article, the following words shall be considered to have the following meanings:

(a) Soliciting - shall mean and include any one or more of the following activities:

(1) Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services, of any kind, character or description whatever, for any kind of consideration whatever; or

(2) Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or

(3) Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication.

(b) Residence - shall mean and include every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

(c) Canvasser or Solicitor - shall mean any individual, whether resident of the city or not, whose business is mainly or principally carried on by traveling either by foot, automobile, motor truck, or any other type of conveyance, from place to place, from house to house, or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries, or exposes for sale a sample of the subject of such sale or whether he or she is collecting advance payments on such sales or not. Such definition shall include any person, who, for himself, herself or for another person, hires, leases, uses, or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop or any other place within the city for the sole purpose of exhibiting samples and taking orders for future delivery.

(d) Peddler - shall mean any person, whether a resident of the city or not, traveling by foot, automotive vehicle, or any other type of conveyance, from place to place, from house to house, or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a wagon, automotive vehicle, railroad boxcar or other vehicle or conveyance, and further provided, that one who solicits orders and as a separate transaction makes deliveries to purchasers as a part of a scheme or design to evade the provisions of this article shall be deemed a peddler.

(e) Transient merchant, itinerant merchant or itinerant vendor - are defined as any person, whether as owner, agent, consignee or employee, whether a resident of the city or not, who engages in a temporary business of selling and delivering goods, wares and merchandise within such city, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad boxcar, or boat, public room in hotels, lodging houses, apartments, shops or any street, alley or other place within the city, for the exhibition and sale of such goods, wares and merchandise, either privately or at public auction. Such definition shall not be construed to include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for future delivery only. The person so engaged shall not be relieved from complying with the provisions of this article merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant or auctioneer.

(f) Street salesman - shall mean any person engaged in any manner in selling merchandise of any kind from a vehicle or stand temporarily located on the public streets or sidewalks of this city.

(Code 2007)
5-202. License required.

(a) It shall be unlawful for any person to engage in any of the activities defined in the preceding sections of this article, within the corporate limits of the city without then having an unrevoked and unexpired license therefor in his or her possession and issued by the city clerk.

(b) The governing body may waive the license requirements of this section for any person, firm or corporation exempt from the payment of a license fee under section 5-207(d).

(Code 2007)

5-203. Same; application required.

Before the city clerk may issue any license required by this article, he or she shall require a sworn application in writing prepared in duplicate on a form to be supplied by the city clerk which shall give the following information:

(a) Name and description of applicant;

(b) Permanent home address and full local address of applicant;

(c) Identification of applicant including driver’s license number, date of birth, expiration date of license and description of applicant;

(d) Identification of vehicle used by applicant including license therefor used by applicant in conducting his or her business;

(e) A brief description of the nature of the business to be carried on or the goods to be sold and the length of time such applicant has been engaged in the business;

(f) If employed, the name and address of the employer, together with credentials establishing such relationship, including the authority by the employer authorizing the applicant to represent the employer in conducting business;

(g) The length of time which business is proposed to be carried on;

(h) The place where services are to be performed or where the goods or property proposed to be sold or orders taken for the sale thereof are manufactured or produced, where such goods or products are located at the time the application is filed, and the proposed method of delivery;

(i) A photograph of the applicant, taken within 90 days prior to the date of making application which picture shall be at least two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner; or in lieu thereof, the fingerprints of the applicant may be taken by the chief of police and filed with the application;

(j) A statement as to whether or not the applicant has within two years prior to the date of the application been convicted of any crime, misdemeanor (other than minor traffic violations) or violation of any municipal law regulating peddlers, solicitors or canvassers and giving the nature of the offenses, the punishment assessed therefor, if any, and the city and state where conviction occurred.

(k) The applicant’s Kansas Sales Tax number.

(Code 2007)

5-204. Issuance; county residents.

(a) Except as provided in section 5-209, if the applicant is a current resident of Kiowa County, Kansas, upon receipt of an application for a license and payment of the license fee, the city clerk shall issue the license. Such license shall contain the signature and seal of the issuing officer and shall show the name and address of the licensee, the date of issuance and length of time the license shall be operative, and the nature of the business involved. The city clerk shall
keep a permanent record of all such licenses issued and submit a copy of such license to the chief of police. The licensee shall carry the license certificate at all times.

(b) If the applicant is not a current resident of Kiowa County, Kansas, a license will not be issued until after investigation and payment of the investigation fee as provided in sections 5-205:206.

(Code 2007)

5-205. Same; investigation and issuance; non-county resident.

(a) Upon receipt of the above application from an applicant who is not a current resident of Kiowa County, Kansas, the city clerk shall refer the same to the chief of police who shall cause an investigation of the facts stated therein to be made within not to exceed five days.

(b) If as a result of the investigation, the applicant’s character or business responsibility is found to be unsatisfactory or the facts stated therein to be untrue, the chief of police shall endorse on such application his or her findings and endorse his or her disapproval of the application and the reasons for the same and shall return the application to the city clerk who then shall notify the applicant that his or her application is disapproved and that no license will be issued.

(c) If however, the investigation of such application discloses that the character and business responsibility and the facts stated in the application are satisfactory and true, the chief of police shall endorse his or her findings and approval on the application and return the same to the city clerk who shall, upon payment of the license and investigation fees prescribed, issue a license to the applicant to engage in the business described in the application. Such license shall contain the signature and seal of the issuing officer and shall show the name and address of the licensee, the date of issuance and length of time the license shall be operative, and the nature of the business involved. The city clerk shall keep a permanent record of all such licenses issued and submit a copy of such license to the chief of police. The licensee shall carry the license certificate at all times.

(Code 2007)

5-206. Same; investigation fee.

At the time of filing the application, a fee of $10.00 shall be paid to the city clerk to cover the cost of investigation of the facts stated in the foregoing application.

(Code 2007)

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 $50.00 be collected from a licensee during any six-month period of time.

(b) Any such license granted upon application as required hereinafore 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.
5-208. Renewal.

All licenses issued shall be subject to renewal upon a showing of compliance with sections 5-202:203 of this article within a six month period prior to the renewal date. The city clerk need not require an additional application under section 5-203 or an additional investigation and investigation fee under sections 5-205:206 unless complaints have been received of violations of the conditions under which any license has heretofore been issued. The city clerk shall not renew or extend any license where there is satisfactory evidence of any grounds for the suspension or revocation of any prior license, and the applicant shall be required to apply for a license as in the case of an original license.

5-209. Denial, revocation or suspension of license; notice.

(a) The city clerk or chief of police may deny any application or may revoke or suspend for a period of not to exceed 30 days any license issued under this article, for any of the following causes:

(1) Fraud, misrepresentation or false statement contained in the application for license.

(2) Fraud, misrepresentation or false statement made in the course of carrying on the business.

(3) Any violation of this article.

(4) Conducting a business as defined in section 5-201 in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the city. Notice of the denial, revocation or suspension of a license shall be given in writing to the applicant or mailed to his or her last known address and the city clerk shall set forth the grounds of such denial, revocation or suspension.

(5) Conviction of the crime of theft, larceny, fraud, embezzlement or any felony within two years prior to the application date.

5-210. Appeal to governing body.

(a) Any person aggrieved by the action of the chief of police or city clerk in the denial of an application or revocation or suspension of a license as provided in this article, shall have the right of appeal to the governing body.

(b) Such appeal shall be taken by filing with the city clerk within 14 days after notice of revocation, suspension or denial of the license has been given to or mailed to such applicant’s last known address and setting forth the grounds for appeal.

(c) The governing body shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the applicant in the same manner as provided herein for notice of denial, revocation or suspension.

(d) The decision and order of the governing body on such appeal shall be final and conclusive.

5-211. Regulations.

(a) It shall be unlawful for any licensee to make false or fraudulent statements concerning the quality of nature of his or her goods, wares and merchandise for the purpose of inducing another to purchase the same.

(b) Licensees are required to exhibit their license at the request of any person to whom they attempt to sell their goods.
goods, wares and merchandise or take orders for future delivery of the same.  

(Code 2007)

5-212. Use of streets and sidewalks.

Except when authorized in writing by the city clerk, no peddler, solicitor or canvasser or any other person shall have exclusive right to any location in the public streets for the purpose of selling or soliciting sales, nor shall any person be permitted a stationary location in the public streets, nor shall any person be permitted to operate in the sidewalks and streets within the fire limits of the city or any congested area where his or her operations might impede or inconvenience the public.  

(Code 2007)

5-213. Disturbing the peace.

Except when authorized in writing by the city clerk, no licensee nor any person in his or her behalf, shall use any sound device, including any loud-speaking radio or sound-amplifying system upon any of the streets, alleys, parks or other public places of the city or upon any private premises in the city where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such licensee proposes to sell.  

(Code 2007)
APPLICATION FOR
SOLICITORS, CANVASSERS, & PEDDLERS LICENSE

In accordance with Section IV, Article 2 of the Code of the city of Greensburg, this application must be completed in full before the City Clerk can issue a Solicitors/Canvassers/Peddlers License. An investigation period not to exceed 5 days may be required.

Date of Application ______________________

Full Name of Applicant _________________________________________________________________________

Date of Birth _______________ Sex _____ Height _____ WT _____ Eye Color _______

Permanent Home Address __________________________________________________________

Local Address __________________________________________________________

Drivers License # ____________________________ State Issued _________ Expiration Date _____________

Description, Make, Year of Vehicle Being Used To Conduct Business

_____________________________________________________________________________________________

Vehicle Tag Number ________________________ Tag Expiration Date __________

Business Name ______________________________________________________________________________

Kansas Retailers Tax Registration Certificate Number ______________________________________

Description of Business and/or Goods _________________________________________________________

Length of Time Applicant Has Been In Business___________________________________________________

If Employed, Name and Address of Employer _____________________________________________________

Authorization From Employer To Apply __________________________________________________________

Proposed Length Of Time For License ___________________________________________________________

If Appropriate, Dates Of Previous Applications in The City of Greensburg __________________________

Location Where Services Are To Be Performed ____________________________________________________

Current Location Of Such Goods

Method Of Delivery

Have you or your employer been convicted of any crime, misdemeanor (other than minor traffic violations or violation of any municipal law regulating peddlers, solicitors, or canvassers in within two years prior to the date of this application? Yes □ No □  If yes, what was the nature of the offenses, the punishment assessed, and the city and state where the conviction occurred?

**Attach a photograph, taken within 90 days prior to the date of this application. Photograph must be at least 2 inches x 2 inches showing the head and shoulders in a clear and distinguishing manner. In lieu of a photograph, the applicant may submit fingerprints taken by the Chief of Police.

I, ______________________________(print), do hereby swear that the answers to the above questions were answered truthfully and are correct.

___________________________________________
Signature of Applicant

Office use Only:

☐ Complete application
☐ Photograph or fingerprints (obtained by Chief of Police)
☐ $10 Fee per day (Max. 5 days in a 6 month period) or $25 annually for permanently established house-to-house or wholesale business
☐ $10 Investigation Fee (Non Kiowa Co. Residents)
☐ Background check by Chief of Police (Non Kiowa Co. Residents)

Recommendation:__________________________________________________________

________________________________________   ______________
Chief of Police       Date

Application ☐ Approved ☐ Denied

________________________________________   ______________
City Clerk       Date
TO: Mayor and City Council  
SUBJECT: Special Exception Request- Animal Husbandry  
PREPARED BY: City Clerk, Christy Pyatt

**Background:**

In 2011 the Greensburg Sustainable Zoning Ordinance was adopted. Section 15.8 of the code allows farm animals to be permitted by special exception. The exception is granted by the Board of Zoning Appeals (BZA) after a public hearing. The primary criterion is that the applicant must have two continuous acres of land for the operation. The code sets the standard occupancy as two horses per fenced acre (or the equivalent thereof).

On April 13, 2017 John W. Unruh made application with the City for a special exception to place cattle on property located in the 900 block of S. Cherry and the 900-1100 blocks of S. Bay. The proposed location adjoins the property occupied by his primary residence (1006 S. Cherry). The primary residence is outside of city limits, but the land surrounding it is within city limits. Livestock would be fenced in with hot wire fencing. Fencing was installed prior to Mr. Unruh being aware that this portion of his property was within city limits.

On May 17th the Planning Commission unanimously approved up to 6 cow/calf pairs and a double wire electric fence (unapproved minutes attached). Since the planning commission staff has heard from one resident who wanted to remain anonymous who said that they were concerned with the type of fencing allowed.

**Analysis:**

The proposed location is in excess of 2 acres, is situated on the far southwest portion of town, and is zoned R-1A Residential. In the past, with a previous owner, the property was used for agricultural purposes, but did not house livestock. Properties to the east and north of the location are occupied by single-family residential and multi-family residential dwellings. The land to the west is mostly in the county and is home to several horses. Property to the south is in the county and is primarily used as farm land.

In reviewing the applicant’s drawing of the property he would like to utilize, it appears that he will utilize 15 +/- acres, depending on if he goes to the far north of his property or squares it off.

As a rule, electric wire is not allowed for fencing within city limits for safety purposes. It would be up to the BZA as to whether or not an exception would be made in this case.

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

1) Support the decision of the Planning Commission, and allow for up to 6 pairs with a double wire electric fence  
2) Send the application back to the planning commission for further discussion.  
3) Deny the application
City of Greensburg Planning Commission  
May 17, 2017  
Location: City Hall Council Chambers- 300 S. Main, Greensburg, KS 67054

A) Call to Order  
Loren Campbell called the meeting to order at 6:30 pm.

B) Roll Call  
Roll call was taken with the following members present: Loren Campbell, Pamela Reves, Georgina Rodriguez, and Scott Eller. Shawn Cannon was absent. Kyler Ludwig, City Administrator, and Christy Pyatt, City Clerk, were present along with conditional use applicant John Unruh and citizens Trudy and Ron Shank, Bob Wedel, Donna Crites, Rodney and Sharon Sangster, and Bruce Foster.

C) Approval of Minutes  
Campbell made a motion to approve the minutes of the January 11, 2017 meeting. Reves seconded the motion. The motion passed 4-0.

D) Business  
1. Election of Officers  
Rodriguez made a motion to retain Loren Campbell as Chair and Shawn Cannon as Vice-Chair. Eller seconded the motion, which passed 4-0.

2. 2017-01-CU- John Unruh  
Campbell convened the Commission as the Board of Zoning Appeals (BZA) and opened the advertised public hearing for case 2017-01-CU, a conditional use request from John Unruh to allow animal husbandry on his property located in the 900 block of S. Cherry and the 900-1100 blocks of S. Bay in Greensburg.

Pyatt gave a brief staff report. Section 15.8 of the 2011 Sustainable Land Development Code allows for farm animals to be permitted by special exception through a conditional use permit. The primary criterion is that the applicant have a minimum of 2 continuous acres of land for the operation. The code sets the standard occupancy as two horses per fenced acre (or the equivalent thereof). The location that Mr. Unruh is proposing to utilize for animal husbandry is in excess of 2 acres and is in the R-1A zoning district. Unruh’s primary residence is next to the proposed property (1006 S. Cherry). Properties to the east and north of the location are occupied by single-family residential and multi-family residential dwellings. The land to the west is mostly in the county and is home to several horses. Property to the south is in the county and is primarily used as farm land. The previous owner used the property for agricultural purposes, but not for livestock. As a rule, electric wire is not allowed for fencing within city limits, for safety purposes. The BZA would need to decide whether or not an exception should be made in this case, as Unruh intends to use a double-wire hot wire fence. Pyatt offered two possible actions for the BZA to take: 1) Approve the application, set a maximum number of cows/livestock allowed, and authorize the use of electric fencing; 2) Make no motion. By doing so the applicant would be required to remove livestock and the electric fencing that exists. A copy of
Section 15.8 of the Land Development Code, the special exception application (including a map and legal description), and pictures of the property were provided in the meeting packet.

Unruh was allowed to speak on his own behalf. Unruh clarified that he would like to use a 2 wire aluminum fence. He will use IGR mineral with fly control, which kills fly larva found in manure. His intention is to rotate cattle, selling the cows at the end of season and keeping the calves until they are large enough for beef cattle. He currently owns 5 cows, and 3 calves have been born.

Reves and Rodriguez asked for a total number of animals Unruh plans to house at any one time, and Reves asked if the fence had a setback requirement. Unruh intends to have approximately 6 cow and calf pairs. Fencing is allowed to be placed on a property line. On the Bay St. side the street becomes dirt and narrows significantly at the corner where the property begins, setting the fence back several feet from the graded road. Unruh intends to keep the fencing on the north end even with the developed portion of Colfax St. so as to keep it several feet south of the Elmore Heights Apartments. He also has the fence set back on the south end to stay back from the Shank and Wedel properties.

Campbell opened the floor to public comment. Ron and Trudy Shank voiced their support of the application and stated that they enjoyed having the cattle nearby. Donna Crites asked what the BZA would do if someone else wanted to house livestock. It was clarified that any property owner wishing to do so would be required to have a minimum of 2 continuous acres and come to the BZA through the same process.

Campbell closed the meeting to public comment and opened the floor for discussion amongst the BZA. Reves stated that she did not have a problem with an electric fence being utilized, to which Crites asked Unruh if a more permanent fence would be installed if he decided to house livestock on a permanent basis. Unruh stated that was not his intent, but that he could consider it. Rodriguez made a motion, seconded by Reves, to approve the application, allow a two-wire electric fence, and to set a maximum number of animals at 6 cow/calf pairs (12 animals total). The motion passed 4-0. The special exception request will be forwarded to the City Council on June 5th for their consideration.

E) Staff Items
Staff had nothing further to present.

F) Adjournment
Eller made a motion to adjourn, seconded by Campbell, and the meeting adjourned at 6:43 p.m.

_______________________________
Christy Pyatt - Secretary
ORDINANCE NO. 1069

AN ORDINANCE AMENDING SECTION 15.8 OF THE SUSTAINABLE ZONING ORDINANCE OF THE CITY OF GREENSBURG, KANSAS TO PERMIT RAISING FOWL IN RESIDENCE AREAS

WHEREAS, The Greensburg Planning Commission initiated a public hearing for an amendment to the Sustainable Zoning Ordinance addressing raising of fowl in residence areas; and

WHEREAS, the Greensburg Planning Commission held a public hearing on March 9, 2016 to consider this issue, under the authority of K.S.A. 12-741 et seq; and,

WHEREAS, on March 9, 2016 the Greensburg Planning Commission recommended 3-1 that the City Council of the City of Greensburg, Kansas, adopt this amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBURG, KANSAS, that:

SECTION 1. That the Sustainable Zoning Ordinance of the City of Greensburg, Kansas, Article 15, Section 8 be amended to read (amended language underlined):

15.8 Personal Animal Husbandry Special Exceptions
Small scale animal husbandry may be permitted as a special exception in residential zoning districts. Non-commercial animal husbandry may be allowed within the R1-A and R1-B districts only after review by the Board of Zoning Appeals as a special exception. The BZA shall take into consideration (among others): the location of pens, runs, and other enclosures; the size and number of animals kept; and the potential for neighborhood nuisance. Two horses per fenced acre shall be the standard, and the minimum lot size shall be two acres. The BZA shall not have authority to contradict provisions of the Greensburg Animal Control Ordinance. Exception: fowl for personal use may be permitted in residence areas in accordance with the adopted Greensburg Animal Control Ordinance.

SECTION 2. The Sustainable Zoning Ordinance of the Sustainable Land Development Code of the City of Greensburg, Kansas, as amended, is hereby reenacted by reference to Chapter 16 of the Code of the City of Greensburg, Kansas, in accordance with the provisions of K.S.A. 12-3009 and amendments thereto.

SECTION 3. This Ordinance shall be in full force and effect from and after its publication in the official city newspaper.

PASSED AND ADOPTED BY THE GOVERNING BODY of the City of Greensburg, Kansas, this 21st day of March, 2016.

Robert A. Dixson, Mayor

ATTEST:

Christy Pyatt, City Clerk
BOARD OF ZONING APPEALS  

Case No. 2017-04-01-CU
Date Filed 4-13-17

APPLICATION FOR SPECIAL EXCEPTION

1. Name of Appellant John W. Urnback
   Mailing Address 1806 S Cherry Phone 620-388-1793
   Name of Agent
   Mailing Address Phone

2. The special exception requested is: Special Exception for
   Animal Husbandry
   for property located Smith Farm, Smith Scott, etc.
   and legally described as See attachment highlighted yellow

in Greensburg, which is presently zoned R 1 A

3. The applicant herein acknowledges:

   A. That he has received an instruction sheet concerning the filing and hearing of this
      matter.
   B. That he has been advised of the fee requirements established; and that the appropriate
      fee is herewith tendered.
   C. That he has been advised of his right to appeal of the decision of the Board to the
      District Court.

   John W. Urnback (Name)
   4-13-17

OFFICE USE ONLY: Received by the Zoning Administrator, at 1:10 (A.M.) (P.M.)
on April 13, 2017, together with appropriate fee of $ 0.

Name and Title
**TAX PAYMENT SUMMARY**

**PAYL005**  
**KIOWA COUNTY**

**Name ID:** UNRU00140  
**Name 1:** UNRUH JOHN W & ELVERA I  
**Name 2:**  
**Address:** PO BOX 272  
**Address:** HAVILAND, KS - 67059-0272

<table>
<thead>
<tr>
<th>Type</th>
<th>Year</th>
<th>Stmt #</th>
<th>Ln #</th>
<th>Property Description</th>
<th>Taxes</th>
<th>Penalty/Fee</th>
<th>Total</th>
</tr>
</thead>
</table>
| RL   | 2016 | 2348   | 1    | 402 N LAWRENCE AVE - Haviland  
UNRUH JOHN W & ELVERA I / 02587 / KEMPS FIRST ADD (HAVILAND) , BLOCK 03 , LOT 7 BLK 3 | 520.40 | 0.00 | 520.40 |
| RL   | 2016 | 3770   | 1    | 0 S CHERRY DR - Greensburg, K  
LIGGETT EARL J / 05304 / HOPKINS ADD (GREENSBURG), ALL BLKS 5,6 & 54; LOTS 1-4 & N 5, LOT 5 & 17-20 BLK 55; LOTS 6-15 BLK 7 & VAC STREETS & ALLEYS | 7.54  | 0.00 | 7.54 |
| RL   | 2016 | 1035   | 1    | 1008 S CHERRY ST - GREENSBURG  
LIGGETT EARL J / 01007690 / FIRST ADD OF OUTLOTS HOPKINS, OUTLOTS 34 35 36 & 39 LESS RD R/W SECTION 21 TOWNSHIP 28 RANGE 18 | 1,653.61 | 0.00 | 1,653.61 |

**TOTAL**  
**Grand Total:** 2,181.55  
**Tax:** 2,181.55  
**Penalty:** 0.00  
**Fees:** 0.00  
**Paid By:** UNRUH JOHN W & ELVERA I CK #1439  
**Comment:**

**Check Paid:** 2,181.55  
**Cash Paid:** 0.00  
**AAE/Rev. Paid:** 0.00  
**Credit Card Paid:** 0.00  
**Change Out:** 0.00  
**Credit Card #:**  
**Card Type:**
Taken from S. Bay, looking southwest toward farmstead.

Taken from S. Bay near the Ron Shank residence, looking west across the property to be fenced behind farmstead.

Taken from S. Bay near the Ron Shank residence. The Bob Wedel and Ron Shank residences are in the background.
Taken from the corner of S. Spruce and W. Colfax, which run along the south and west sides of the Komatara Apartments.

Taken from S. Cherry, looking east. The trees to the south surround the homestead. Trees and white fencing in the left photo are directly behind the Elmore Heights Apartments. The Sam Kuhns residence is in the background.
TO: Mayor and City Council  
SUBJECT: Airport Grant Agreement  
INITIATED BY: Kyler Ludwig, City Administrator

Background:
In March of 2017 KDOT announced a grant of $1,080,000 to the City of Greensburg for the grading of the airport property. Prior to receiving the grant the City was required to return the AV-2012-16 grant and the AV-2014-18 grant.

Analysis:
An agreement has been attached for the City to accept the AV-2018-10 airport grant. This agreement is similar to what was previously entered into for other KAIP grants. The funds for this grant will be available in July of 2017.

Recommendations/Actions: It is recommended the City Council:
Authorize staff to sign the Modernization Agreement with KDOT.

Attachments: Exhibit A: Letter From KDOT, Exhibit B: Modernization Agreement
May 18, 2017

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

RE: 2018 KAIP Grant

Dear Mr. Ludwig:

As part of the continuing process to execute your FY 2018 Kansas Airport Improvement Program (KAIP) grant for the project summarized as: **Construct grading and drainage for new airport runway, taxiway and apron**, I have attached the following documents:

1. Grant Payee Information sheet
2. Airport Project Agreement specific to your project (2 copies)

If the grant is acceptable, please return all the following items as soon as possible:

1. Completed Grant Payee Information sheet
2. Both copies of the agreement, bearing original signatures of the sponsor

An original copy of a fully completed agreement will be returned upon being finalized.

If you have any concerns or reservations about the grant agreement, please contact our offices at (785) 296-2553.

We look forward to working with you on these improvements to your airport.

Sincerely,

[Signature]

Merrill E. Atwater
Director

Encl: a/s
AIRPORT MODERNIZATION AGREEMENT

This Agreement is between the Secretary of Transportation of the State of Kansas, Kansas Department of Transportation (KDOT) (the "Secretary") and CITY OF GREENSBURG, KANSAS (the "Airport"), collectively, the "Parties."

RECITALS:

A. The Airport has applied for and the Secretary has approved an Airport Geometric Improvement Project to: Construct grading and drainage for new airport runway, taxiway and apron for the New Greensburg Airport.

B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.

C. The Secretary and the Airport are empowered by the laws of Kansas to enter into agreements for the construction, planning and maintenance of the airport.

D. The Secretary and the Airport desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:
As used in this Agreement, the capitalized terms below have the following meanings:

1. "Agreement" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. "Airport" means the City of Greensburg, Kansas, with its place of business at 300 S. Main, Greensburg, Kansas 67054.

3. "Construction" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.

4. "Construction Contingency Items" means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. "Construction Engineering" means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. "Contractor" means the entity awarded the Construction contract for the Project by the Airport, and any subcontractors working for the Contractor or the Airport with respect to the Project.
7. "Design Plans" means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by FAA.

8. "Effective Date" means the date this Agreement is signed by the Secretary or the Secretary's designee.

9. "FAA" means the Federal Aviation Administration, a federal agency of the United States.

10. "Hazardous Waste" includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.

11. "KAIP" means the Kansas Airport Improvement Program, administered by KDOT's Division of Aviation.

12. "KDOT" means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

13. "Letting" or "Let" means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.

14. "Non-Participating Costs" means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.

15. "Participating Costs" means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.

16. "Parties" means the Secretary of Transportation and KDOT, individually and collectively, and the Airport.

17. "Project" means all phases and aspects of the endeavor to be undertaken by the Airport, being as follows: Construct grading and drainage for new airport runway, taxiway and apron, and is the subject of this Agreement.
18. "Project Limits" means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.

19. "Right of Way" means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.

20. "Secretary" means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Airport ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed $1,080,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed $1,200,000.00. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Airport completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Airport as soon as reasonably possible after Construction of the Project is completed and after receipt of proper billing and certification by the Airport that the Project was constructed within substantial compliance of the approved Design Plans.

3. **Verification of Project Start** – The Secretary shall not reimburse the Airport until the Secretary receives verification from the Airport that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE III

AIRPORT RESPONSIBILITIES:

1. **Project Administration.** The Airport shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Airport shall notify KDOT’s Division of Aviation to communicate the date the contract is Let, the total contract amount, and any other requested information related to the Project.

2. **Design and Specifications.** The Airport will prepare Design Plans if required for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the
portion of cost borne by the Secretary. The Airport shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

3. **Conformity with Federal Requirements.** Airport agrees to design the Project, or contract to have it designed, in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto.

4. **Submission of Design Plans to Secretary.** If requested, the Airport will furnish to KDOT’s Division of Aviation one (1) set of final Design Plans.

5. **Performance Bond.** The Airport has the discretion to require the Contractor to provide a performance bond in an amount not less than the amount of the contract as awarded.

6. **Preventive Maintenance.** The Airport agrees to implement an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

7. **Final Acceptance.** The Airport shall obtain final acceptance and certification of the Project through KDOT’s Division of Aviation.

8. **Prevailing Wages.** The Airport will require the Contractor to pay prevailing wages. The Airport will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Airport can obtain the current wage decision from KDOT’s Bureau of Construction and Materials website.

9. **Utilities.** The Airport will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Airport.

10. **Hazardous Waste.** The Airport agrees to the following with regard to Hazardous Waste:

(a) **Removal of Hazardous Waste.** The Airport shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Airport shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Airport will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs.** The Airport shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs
incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) **Hazardous Waste Indemnification.** The Airport shall hold harmless, defend, and indemnify the Secretary, the Secretary’s agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Airport in undertaking cleanup or remediation for any Hazardous Waste.

(d) **No Waiver.** By signing this Agreement the Airport has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Airport reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

11. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the Airport will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Airport, the Airport’s employees, agents, subcontractors or its consultants. The Airport shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.

12. **Indemnification by Contractors.** The Airport agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the Airport from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Airport defends a third party’s claim, the Contractor shall indemnify the Secretary and the Airport for damages paid to the third party and all related expenses either the Secretary or the Airport or both incur in defending the claim.

13. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Airport as may be deemed necessary or desirable. The Airport will direct or cause its contractor to accomplish any corrective action or work required by the Secretary’s representative as necessary to the performance of this Agreement.

14. **Financial Obligation.** In accordance with KAIP guidelines, the Airport will be responsible for ten percent (10%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to $1,200,000.00, which is the estimated total actual costs for the Project. The Airport agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed $1,200,000.00 for the Project. The Airport shall also pay for any Non-Participating Costs incurred for the Project. The Airport shall separate and list apart the Participating Cost bid items (i.e., state aid eligible costs) from the Non-
Participating Cost bid items in its Project accounting and on the final Design Plans and the bid documents.

15. **Audit.** The Airport will participate and cooperate with the Secretary in an annual audit of the Project. The Airport shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Airport for items considered Non-Participating Costs, the Airport shall promptly reimburse the Secretary for such items upon notification by the Secretary.

16. **Accounting.** Upon request by the Secretary, the Airport will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Airport to any party outside of the Secretary and costs incurred by the Airport not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

17. **Legal Authority.** The Airport shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

18. **Project Modification.** Any the following Project changes require the Airport to send a formal notice to the Secretary for approval:

   a. Fiscal year the Project is to be let
   b. Project description
   c. Project scope

During construction the Airport shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

19. **Assurance Clause.** At any time that the public is not allowed access to the airport, the Airport agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

**ARTICLE IV**

**GENERAL PROVISIONS:**

1. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the New Greensburg Airport.

2. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
4. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Airport and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

AIRPORT

By:

Name: ___________________________
Title: ___________________________

By:

KANSAS DEPARTMENT OF TRANSPORTATION (date)
Secretary of Transportation
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor’s standard contract form, then that form must be altered to contain the following provision:

“The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.”

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ___ day of __________, 20___.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State’s current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will give effect to that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative’s Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: “The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.”

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “Consultant” appears in the following “Nondiscrimination Clauses”, the term “Consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the “Regulations”). The Regulations are herein incorporated by reference and made a part of this contract.

2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(Revised 9/29/11)
4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant’s books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

6) Sanctions for Noncompliance: In the event of the Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

7) Disadvantaged Business Obligation

(a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

8) Executive Order 12898

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.

9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 9/29/11)
GRANT PAYEE INFORMATION

Payee: _______________________________________

Address: ______________________________________

__________________________________________________________________________

Federal Identification Number (FEIN) _______________________________________

Phone Number: ______________________________________

Point of Contact: ______________________________________

E-mail Address: ______________________________________

If you prefer electronic transfer of funds and you are already on file with KDOT Fiscal, please indicate with an "X" in this box. □

__________________________________________________________________________

Please return this form with the signed grant agreement.
TO: Mayor and City Council
SUBJECT: Toddler Swing – Sunset Park
INITIATED BY: Councilmember, Haley Kern
PREPARED BY: City Administrator, Kyler Ludwig

Background:
Currently the City has one full-bucket swing or “toddler swing” available at Davis Park. Councilmember Kern requested that the Council look into replacing one of the traditional swings at Sunset Acres Park with a bucket swing.

Analysis:
Staff found one commercial or park grade swing for $108.90 that can be used to replace one of our swings. This swing is reinforced to take more wear than traditional bucket swings. The swing is made for children ages 1-3.

Recommendations/Actions: It is recommended the City Council:

Approve the replacement of a traditional swing with a full-bucket swing in Sunset Acres Park.
Full Bucket Swing (29-6601)

1. Full Bucket Swings come with chains. Chains are approximately 5 feet in length and are coated on the bottom half with plastisol, a plastic coating. This coating helps prevent getting fingers pinched in chains and helps prevent getting long hair from being caught between chain links. The Full Bucket Swing has an integral steel core that is covered in a rubberized coating. The Swing Hangers are riveted to the steel core to provide a strong and durable swing assembly.

2. There are many different ways to connect the chains to the swing hangers that exist on your swing set or custom swing. Always follow the manufacturer's directions on how to attach the swing to the swing hangers.

3. Safety comes first when swinging. Always obey the safety tips when swinging and when walking around a swing set. We have included a Safety Tips guide on page 2.

*FOR RESIDENTIAL USE ONLY*
*FOR CHILDREN AGES 1-3*
SAFETY TIPS FOR SWINGS

- On-site adult supervision is required.
- Teach children not to walk close to, in front of, behind, or between moving swings or other moving playground equipment.
- Teach children to sit in and never stand on swings. (Exception to this rule is a product called "Stand-N-Swing")
- Teach children not to twist the chains and ropes and not to loop them over the swing beam, since this may reduce the strength of the chain or rope.
- Teach children not to jump from swings that are in motion.
- Teach children not to push empty seats. The seat may hit them and cause injury.
- Teach children to sit in the center of swings with their full weight on the seats.
- Teach children not to use the equipment in a manner other than intended.
- Parents should have the children dress appropriately with well-fitting shoes. Loose clothing such as scarves and ponchos should not be worn. Always take off, tie up or tuck in cords and drawstrings on children's clothing. These things can get caught on playground equipment and strangle a child.
- Teach children not to climb when the equipment is wet.
- Teach children not to attach items to the playground equipment that are not specifically designed for use with the equipment, such as, but not limited to, jump ropes, clothesline, pet leashes, cables and chain as they may cause a strangulation hazard.
- Teach children to never wrap their legs around swing chain.
- Teach children to never slide down the swing chain.
- Protective surfacing under swings is recommended. "To and Fro" swings should have a fall zone extending a minimum of 6' from the outer edge of the support structure on each side. The "fall zone" in front and back of the swing should extend out a minimum distance of twice the height of the swing as measured from the ground to the top of the swing support structure. Swings should have a minimum of 8 inches between them. (ASTM F-1148-09) The bottom of a swing should not be less than 8 inches above the protective surfacing material. (ASTM F-1148-09) Home Playground Safety Specification ASTM F-1148-09 may be purchased online. A guide for Public Playground Safety from the U.S. Consumer Product Safety Commission may be downloaded at: www.cpsc.gov/cpscp/pubs/325.pdf
- A fall zone for a "tire swing" capable of unlimited lateral motion will be equal to a minimum horizontal distance of Y + 72 in. in all directions from the pivot point of the swing. Y equals the vertical distance between the pivot point and the top of the tire swing. Protective surfacing is recommended in the fall zone for tire swings.

If any of the following conditions are noted they should be removed, corrected or repaired immediately to prevent injuries:

- Hardware that is loose, or worn, or those that have protrusions or projections.
- Scattered debris, litter, rocks or tree roots.
- Missing or damaged equipment components, such as swing seats.
- Remove plastic swing seats and take indoors (or do not use) when the temperature drops below 32°F.
- Oil all metallic moving parts monthly during the usage period.
- Check swing seats, ropes, cables and chains monthly during usage season for evidence of deterioration. Replacement should be made of any swing seat that has developed cracks in the plastic seats or has exposed metal in the edges of the swing seat. If there are already exposed metal inserts on the edge of the seat, immediately remove the seat and chains to prevent serious injury. Ropes, cables and chains should be removed and replaced if excessive wear is found.
TO: Mayor and City Council
SUBJECT: Earthquake Station
PREPARED BY: City Administrator, Kyler Ludwig

Background:
Kansas Geological Survey has approached the City with the desire to put an earthquake monitoring station in the industrial park. The station uses a solar panel, and has a seismometer buried about 3ft underground. This request is for a 25 square foot area.

Analysis:
The agreement will allow for Kansas Geological Survey to use land within the industrial park for their seismometer. The termination period was left blank, and staff would recommend a 60-90 day termination period to allow for the Geological Survey to collect their equipment.

The site must have access to the southern sun, and is subject to noise testing prior to installation.

Recommendations/Actions: It is recommended the City Council:
Approve the agreement with the Kansas Geological Survey for use of property at the industrial park.
Kansas has a history of seismic activity associated with several prominent geologic structures. Earthquakes recorded by the Kansas-Nebraska seismic network (operational from 1977-1989) indicate that regional crustal stress continues to cause natural movement on existing faults and fractures. To characterize current earthquake activity, KGS is establishing a network of temporary seismic stations. A temporary station consists of a 3-component seismometer, digitizer, GPS antenna, cellular modem and antenna, batteries, solar panel, and charge controller (Figure 1). The seismometer is covered with an inverted bucket and buried approximately 3 ft below ground surface (Figure 2). The remaining equipment is installed in an equipment box or mounted on a steel pole located within 5-10 ft of the seismometer (Figure 1).

Figure 1. (a) Completed installation of a temporary earthquake monitoring station, and (b) diagram of a temporary station.
Figure 2. (a) The seismometer is installed on top of a small concrete pad and (b) buried beneath an inverted bucket.
LAND USE AGREEMENT

This agreement made this __________ day of __________________, ______ between the owner, first party, and the State of Kansas Agency, second party, hereinafter set out:

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OWNER (First Party)                                  STATE OF KANSAS AGENCY (Second Party)
Name______________________________________________Kansas Geological Survey
Address____________________________________________1930 Constant Ave.
City________________________ State________ Zip______University of Kansas
Taxpayer ID No. or SSN (if individual)________________Lawrence, KS  66047

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The first party hereby agrees to allow the second party use of the following described property situated in________________________ County, Kansas, to wit:

________________________________________________________________________

for a term that is to begin on __________________________, 2017 and end upon termination by one or both parties.

Termination: By giving written notice of at least ________ days either party can terminate this agreement.

Use of Premises: Second party shall have the full and unrestricted use of and access to the premises described for the term of this agreement for the purpose of seismic data acquisition. Install and operate seismic station in 25 square foot area. Installation includes 3’ deep vault for seismometer, above ground solar panel and instrument box mounted on 8’ pole. After equipment installation access on site will be minimal.

________________________________________________________________________

Any restrictions or special provisions required by first party for usage of premises are described as follows:

1. Second party will notify the first party prior to each access of the property.

________________________________________________________________________

Removal of Property: All removable property and equipment placed on the premises during the term of this agreement shall be removed by the second party at the end of the term. If substantial damage to the real estate would occur, second party may elect to remove the property and restore the premises.

Responsibility for Taxes and Liability for Damages: The State of Kansas shall not be responsible for, nor indemnify a contractor for any federal, state or local taxes which may be imposed or levied upon the subject matter of the agreement. The second party assumes responsibility for the safety of its personnel, property and equipment. Notwithstanding any language to the contrary, the State of Kansas shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 1980 Supp. 75-6101 et seq.

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Signed First Party
Date __________ Name ________________________ Title ________________________

Signed Second Party
Date __________ Name ________________________ Title ________________________

Rev 12-92 | Fmt 8-2005