

**CITY OF GREENSBURG
REGULAR CITY COUNCIL MEETING
300 SOUTH MAIN GREENSBURG, KANSAS
MONDAY, NOVEMBER 19, 2018
6:00 PM**

A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

D) CITIZEN COMMENTS

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

E) CONSENT AGENDA

These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.

1. Approval of Minutes
 - a. Regular Meeting – November 5, 2018
 - b. Special Meeting – November 7, 2018
2. Appropriation Ordinance
 - a. Ordinance #1136

F) APPOINTMENTS

1. Mayoral appointment of Mike McBeath to the City Council to fulfill the unexpired term of Matt Christenson, until January 8, 2022.

G) ITEMS OF BUSINESS

1. Consider approval of an employment agreement between the City of Greensburg and Stacy Barnes, for the position of City Administrator.

H) CITY STAFF REPORTS

I) GOVERNING BODY COMMENTS

J) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

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

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

**Greensburg City Council
November 5, 2018
City Hall**

A) CALL TO ORDER

Mayor Matt Christenson called the November 5, 2018 meeting to order at 6:00 p.m.

B) PLEDGE OF ALLEGIANCE & INVOCATION

The Pledge of Allegiance was said. The invocation was given by Pastor John Harrison.

C) ROLL CALL & APPROVAL OF THE AGENDA

Council Present: Mark Trummel, Sandy Jungemann, Pam Reves, and Haley Kern. (Other Staff Present: Interim Administrator Jay Newton, Clerk Christy Pyatt, Utility Superintendent Mick Kendall, Public Works Superintendent Mike Hayes, Mechanic Danny Trent). Christenson noted that an executive session was needed at the end of the prepared agenda. Trummel made a motion to approve the agenda with the addition of an executive session for matters of non-elected personnel. Jungemann seconded. Motion passed 4-0.

D) CITIZEN COMMENTS

There were no comments from citizens.

E) CONSENT AGENDA

Jungemann made a motion to approve the Consent Agenda. Trummel seconded. Motion passed 4-0.

F) ITEMS OF BUSINESS

1. Authorize the purchase of three used pickup vehicles.

Newton has been working with Kendall, Hayes, and Trent to seek three, lower mileage, used vehicles to replace three pickups with nearly 200,000-250,000 miles each. The vehicles to be replaced are used vehicles, donated to the City following the 2007 tornado. Vehicles requested include:

- 2017 Chevrolet Silverado 1500, 4W drive with 18,000 miles for \$31,995 to replace the 2001 Dodge pickup with 198,365 miles. To be paid for from the Electric Department budget.
- 2016 Chevrolet Silverado 1500, 4W drive, 30,000-40,000 mile range for \$25,995 to replace the 1997 Chevrolet pickup with 250,740 miles. To be paid for from the Street Department budget.
- 2016 Chevrolet Silverado 1500, 4W drive, 30,000-40,000 mile range for \$25,995 to replace the 2002 Chevrolet pickup with 244,890 miles. To be paid for from the Water Department budget.

Newton stated that no reserves would be needed for the purchases, as all departments needing vehicles can afford to purchase them from this year's operating budgets.

Reves asked if a crew cab, as pictured in the meeting packet, was necessary or if that is what was available. Hayes clarified that the crew cab was available for the right price, but not necessary. Christenson asked if the current vehicles being replaced would be traded. Staff recommended auctioning the vehicles or advertising them on a website such as Purple Wave. Newton confirmed that, with the approval of these purchases, the City vehicle fleet should be in good shape.

Trummel made a motion to approve the purchase of the above mentioned vehicles. Reves seconded, and the motion passed 4-0.

2. Consider a contract with Building Controls and Services (BCS) for Siemens Desigo CC 3.0 Migration software, for a cost of \$21,340, to be paid from the tornado donation fund.

Newton asked Council to approve a contract with BCS for the purchase of new software to operate the HVAC systems at City Hall, the Incubator, and Public Works. Current software is no longer supported by its creator, Siemens. Newton has been in contact with City Engineers PEC to discuss the possibility of an alternative to the current HVAC systems. A representative from PEC will be at City Hall Wednesday. Newton asked that Council approve the contract, but place the purchase on hold, contingent on further information from PEC.

Reves made a motion to approve the proposed contract with BCS, contingent upon a recommendation from PEC. Trummel seconded the motion. Motion passed 4-0.

3. Consider approval of the Blue Cross-Blue Shield (BCBS) contract renewal for the period year beginning January 1, 2019

Pyatt has been in contact with representatives of BCBS. Overall, premiums will increase an average of 1.5% with no change to premiums or deductibles. There are a few changes to the overall policy: state required updates to telemedicine, coverage of 3D Mammograms, opiate limitations, insulin pumps and supplies being covered as a medical benefit rather than a drug benefit, and site of care provisions. Staff explained that the original intent of Administration was to go back out to bid this year; however, with the change in Administration being ongoing, Staff has decided to delay that process until the fall of 2019.

Jungemann made a motion, seconded by Kern to allow staff to sign a contract renewal with BCBS for 2019.

4. Consider a Resolution amending Section 5.18 “Travel and Reimbursement” of the City of Greensburg Personnel Policy Handbook.

When Newton prepared the City’s Personnel Policy Handbook in 2012, he noted that any employee proposing to travel submit a Travel Request and Reimbursement Form. There appears to never have been a Travel Request and Reimbursement Form created. Newton included such a form in the meeting packet for Council’s review. By policy, travel approval is given by the Administrator prior to travel. The bottom portion of the form provides space for an employee to request reimbursement for items such as lodging, food, and mileage. Newton noted that some expenses could be paid up front with a city credit card.

Kern stated that she felt such a policy establishes good practice. Kern made a motion, seconded by Trummel, to approve Resolution 2018-04. The motion passed 4-0.

5. Consider a Resolution amending Section 8.5 “Firearms and Weapons” of the City of Greensburg Personnel Policy Handbook.

Current City policy prohibits any employee or member of the public to possess, carry, or use weapons on property owned by the City. Though valid when initially adopted, the policy no longer complies with State Statute. The proposed resolution would bring the City into compliance with the Personal and Family Protection Act (K.S.A.75-7c01), acknowledging the right of City employees to carry concealed weapons while on the job for the City, within the prescribed limits of the law. Open carry is still not allowed. The resolution also provides for an Appendix G that offers answers to “Frequently Asked Questions” regarding state gun laws.

Trummel noted that this policy had previously been discussed and asked what happens when an employee enters a building that does not allow weapons, or who’s liable for any injuries that may occur. Newton stated that the employee would be responsible, not the City, and that it is the owner’s responsibility to

secure the weapon while it is in a City vehicle. Pyatt pointed out that the proposed Resolution needs to have “Be It Further Resolved that Appendix G be added to the policy manual” added.

Reves made a motion, seconded by Kern, to approve the proposed Resolution 2018-05, with the addition of the above mentioned wording. Motion passed 4-0.

G) CITY STAFF REPORTS

1. City budgetary status for the 9 months ending September 30, 2018.

Newton presented a 3rd Quarter Budgetary Report that he had created. In the General Fund, 63% of the budgeted expenditure has been expended and 94% of projected revenue has been received. The General Fund is at \$150,000 revenue over expenses. Newton went over each of the other departments, noting that all were well within budget. Newton stated that the departments are prudent and watch what they are spending.

2. City storm water drainage

Council previously discussed storm water drainage on the east end of Grant Ave. Newton has done additional research on the topic and found that in 1966 the City entered into a contract with an engineer to prepare a drainage plan for that area. In 1970, the State approved the drainage project, and in March 1970, a contract was entered into to begin construction for a cost of \$64,000. The City issued what appear to be 15 year General Obligation Bonds to fund the project. Newton believes that an increased velocity of water (due to the current grade of the drainage ditch) has caused erosion. Newton advised that the City does not have the equipment to make needed repairs. Newton also expressed concerns over the drainage at Olive and Grant. To remediate the drainage, the City would need to have the area re-evaluated. There has been very little repair to the improvement in the last 50 years.

Kern asked if Staff was still draining the sewer lagoon. Kendall noted that his Staff had stopped pumping water out of the primary lagoon due to temperatures. The structural concerns at the lagoon do not seem to be getting any worse. Kendall has found a much larger, 4” pump that he can borrow from Heft & Sons. Kendall and his Staff plan to start pumping water out again in the spring.

H) GOVERNING BODY COMMENTS.

There were no comments from the governing body.

I) EXECUTIVE SESSION

Trummel made a motion to go into executive session for 30 minutes, until 7:10 p.m. to discuss matters of non-elected personnel. Kern seconded. Motion passed 4-0. At 7:10 p.m. Council announced that they would remain in executive session until 7:30.

J) ADJOURNMENT

Council returned to open session at 7:30. No action was taken, and Christenson declared the meeting adjourned at 7:31 p.m.

Matt Christenson, Mayor

Christy Pyatt, City Clerk

**Greensburg City Council
SPECIAL CITY COUNCIL MEETING
November 7, 2018
City Hall**

A) CALL TO ORDER

Mayor Matt Christenson called the November 7, 2018 Special Council meeting to order at 6:00 p.m.

B) ROLL CALL

Council Present: Mark Trummel, Pam Reves, and Haley Kern. Sandy Jungemann was unable to attend.. (Council presently has one open seat).

C) ITEMS OF BUSINESS

1. Executive session- discuss matters of non-elected personnel

Trummel made a motion, seconded by Reves, to go into executive session for non-elected personnel until 7:00 p.m. Motion passed 3-0.

The Council came back into open session at 6:45 p.m. with no action taken.

D) ADJOURNMENT

Christenson declared the meeting adjourned at 6:45 p.m.

Matthew Christenson, Mayor

Christy Pyatt, City Clerk

APPROPRIATION ORD. 1136

11.19.18

CHECK #	VENDOR	REFERENCE	AMOUNT
27113	AUSTIN PETERS GROUP, INC	CITY ADMINISTRATOR	\$ 810.00
27114	BEST WESTERN PLUS	J.NEWTON OCT 23--27-2018	\$ 497.55
27115	BLUE VALLEY PUBLIC SAFETY, INC	SIREN SYSTEM	\$ 234.00
27116	COMMERCIAL OUTDOOR LLC	LEASE	\$ 300.00
27117	D.C.& B. SUPPLY INC.	COPPERSETTER	\$ 894.00
27118	DATA TECHNOLOGIES, INC.	2019 LICENSE SUPPORT FEE	\$ 4,023.06
27119	DODGE CITY INTERNATIONAL	REPAIRS	\$ 49.91
27120	DODGE CITY VETERINARY CLINIC	GENERAL	\$ 175.50
27121	FARMERS ALLIANCE	BD082472BND01	\$ 100.00
27122	GREENSBURG FARM SUPPLY	SUPPLIES/ PARTS	\$ 475.11
27123	GREENSBURG FRA	PREMIUMS FOR FIRE GUYS	\$ 512.80
27124	HEFT & SONS, LLC	FOG SEAL CITY STREETS	\$ 59,839.32
27125	JAY NEWTON	NOV 5-NOV 18 2018	\$ 2,745.70
27126	KANSAS GAS SERVICE	5103518292017822-73	\$ 40.88
27127	KANSAS ONE-CALL SYSTEM,INC.	LOCATES	\$ 16.80
27128	KIOWA CO TREASURER	INCUBATOR	\$ 14,113.84
27129	PRATT TRIBUNE	ORDINANCE 1082 SUMMARY	\$ 21.00
27130	TAYLOR PRINTING, INC	M. CHRISTENSON STAMP	\$ 30.00
	**** PAID TOTAL ****		\$ 84,879.47
	***** REPORT TOTAL *****		\$ 84,879.47

Employment Agreement

THIS AGREEMENT, made and entered into this 19th day of November, 2018, by and between the City of Greensburg, Kiowa County, State of Kansas, a municipal corporation, hereinafter called the City and Stacy R. Barnes, hereinafter called the Employee.

WITNESSTH:

WHEREAS, the City desires to employ Stacy R. Barnes as the City Administrator as contemplated and provided by the City of Greensburg and the statutes of the State of Kansas; and

WHEREAS, the employee has the knowledge and experience in local government management and operations and is willing to be employed by the City and the City is willing to employ the Employee on the terms, covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. Duties

The City hereby agrees to employ the Employee as City Administrator to manage the day-to-day administration of the City, to perform the functions and duties specified in the statutes of the State of Kansas, City Charter Ordinances and City Code, and to perform all other legally permissible and proper duties and functions as the Governing Body of the City shall direct.

Section 2. Term

The term of this agreement shall be for an initial period of three (3) years commencing December 10, 2018 and ending December 09, 2021. Following the initial three year term, this agreement shall automatically be renewed on its anniversary date for successive one year terms unless notice is given not to renew and terminate this agreement by the Mayor and City Council three months before the then current term expires. In the event the Employee is terminated all entitled compensation and accrued benefits shall be paid as provided by this agreement.

Section 3. Compensation

- A. During employment with the City, the Employee shall be paid an annual salary of \$60,000.00 commencing December 10, 2018, payable in equal bi-weekly installments as other City of Greensburg employees.
- B. Should the Employer grant a cost of living salary adjustment or other percentage increases to City employees, the salary of the Employee shall be adjusted by the same percentage.

- C. The City shall provide a monthly cell phone allowance of one hundred dollars (\$100.00) to compensate for the use of the Employee's personal cell phone when used for City purposes.
- D. Upon commencement of employment, the Employee shall be credited with all currently accumulated vacation and sick leave. The Employee shall be eligible to receive all other benefits accruing to other City employees as provided by the City of Greensburg Personnel Policy Handbook and the Position Classification and Pay Plan.
- E. The Employee is and shall continue to be enrolled in the Kansas Public Employee Retirement System with the City continuing to make appropriate payments as required by law. In addition, the City agrees to execute, if requested by the Employee, all necessary agreements provided by the International City/County Management Association Retirement Corporation (ICMA-RC) for employee participation in said retirement plan.

Section 4. Vehicle

The City of Greensburg shall provide a city owned vehicle for daily use of the City Administrator to be used at the Employee's convenience with the understanding that the vehicle be made available to other City employees when making out of City trips.

Section 5. Professional Expenses

The City agrees to budget and pay professional memberships for Employee participation in all professional organizations appropriate to the required expectations of the City of Greensburg City Administrator.

- A. The City agrees pay registration, travel subsistence to allow the Employee to attend International City/County Management Association (ICMA), Kansas Association of City/County Management (KACM), Travel Industry Association of Kansas (TIAK), and other professional associations promoting the industrial and economic development of Greensburg.
- B. The City agrees to reimburse the Employee for all expenses related to the professional and educational classes that will enhance the knowledge and training in the performance of the Employee's position

Section 6. Termination

- A. This agreement may be terminated by either party without cause upon thirty (30) days written notice by either party. In the event of termination of the Employee by the City, or a non-renewal of the contract agreement following the initial or any extended term, for other than cause, the City shall compensate the Employee with a severance payment equal to six months salary. Although the City must give Employee thirty (30) days notice of termination without cause, the City may suspend the Employee but must suspend the Employee with pay during the thirty (30) day period.

- B. The Employee may terminate this agreement for any one of the following reasons other than cause:
1. A majority of the Governing Body votes to terminate the Employee at a duly authorized public meeting for any reason other than conviction of a felony and crime involving personal gain or any crime of moral turpitude when the Employee is ready, willing and able to perform the duties of City Administrator.
 2. If the Employer reduces base salary, compensation or other financial benefits applicable to the Employee, unless reduction applies in no greater percentage than the average reduction of all department head and full time City employees. The Employee shall have the right to declare that such reduction constitutes termination without cause.
- C. The City may terminate this agreement without notice and shall pay only to the day of termination if such termination is for cause. The City may only terminate the Employee's employment for cause if Employee is convicted of a felony and crime involving personal gain or any crime of moral turpitude.

Section 7. Evaluation of Performance

The City and the Employee shall periodically define goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the City's policy goals and objectives, and shall further establish a relative priority among those various goals and objectives in written form. The goals and objectives shall be generally attainable within time limitations as specified in the annually appropriated operational and capital budgets.

Section 8. Applicable Law

It is the intention of the parties that this agreement and the performance hereunder and all suits and special proceeding hereunder be constituted in accordance with and under and pursuant to the laws of the State of Kansas, and that any action, special proceeding, or other proceedings that may be brought, arising out of, in connection with or by reason of the agreement, the laws of the State of Kansas shall be applicable and shall govern to the exclusion of the law in any other forum. Any litigation must be brought to the District Court of Kiowa County, Kansas.

Section 9. Agreements Outside of This Contract

This contract contains the complete agreement concerning the employment arrangements between the parties and shall, as of the effective date, supersede all other arrangements, verbal or written, between the parties. The parties stipulate that neither of them have made any representation with respect to the subject matter of this contractual agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that they have relied on their own

judgment in entering into this contractual agreement. The parties hereto acknowledge that any payments or representation that may have heretofore been by either of them to the other are of no effect and that neither of them has relied thereon in connection with their dealings with the other.

Section 10. Modification of this Contract

No waiver or modification of this contract or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this agreement or the rights or obligations of the parties hereunder unless such waiver or modification is in writing, duly executed aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

IN WITNESS WHEREOF, the City of Greensburg has caused this agreement to be signed and executed in its behalf by the Mayor and duly attested by its City Clerk, and, the City Administrator has signed and executed this agreement, both in duplicate, the day and year first written above.

CITY OF GREENSBURG

Matthew C. Christenson
Mayor

Stacy R. Barnes
City Administrator

ATTEST:

APPROVED AS TO FORM

Christy Pyatt,
City Clerk

Clayton I. Kerbs,
City Attorney