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 – February 5, 2018
   2. Appropriation Ordinance
      a. Ordinance #1118

F) ITEMS OF BUSINESS
   1. Cereal Malt Beverage & Liquor Expanded Hours and Days
   2. Recess: Land Bank
      a. 503 S. Sycamore – Property Donation
   3. Community Plan Discussion
   4. Tesla Charging Stations – Big Well
   5. Pool Park Design Discussion

G) CITY ATTORNEY’S REPORT

H) CITY ADMINISTRATOR’S REPORT

I) GOVERNING BODY COMMENTS

J) EXECUTIVE SESSION
   “Recess into executive session to discuss an individual employee’s performance pursuant to the non-elected personnel matter exception, K.S.A 75-4319(b)(1). The open meeting will resume in the city council chambers at (time). – 5 minutes

K) ADJOURNMENT

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

To be placed on future agendas please contact City Administrator Kyler Ludwig at administrator@greensburgks.org or call City Offices at 620-723-2751.
Greensburg City Council
February 5, 2018
City Hall

A) CALL TO ORDER
Mayor Robert Dixson called the February 5, 2018 meeting to order at 6:00 p.m.

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

C) ROLL CALL & APPROVAL OF THE AGENDA
Council Present: Matt Christenson, Haley Kern, Mark Trummel, Sandy Jungemann, and Pam Reves. Haley Kern arrived as roll was being taken. Trummel made a motion to approve the agenda as presented. Jungemann seconded. Motion passed 5-0.

D) CITIZEN COMMENTS
There were no citizen comments made.

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

F) ITEMS OF BUSINESS
   1. SJN Banking Resolution – Authorize Signers
SJN Bank of Kansas has requested that the City pass a resolution authorizing authorities of signers connected with the City’s accounts at the bank. Current signers are City Clerk Christy Pyatt, Administrator Kyler Ludwig, and Mayor Dixson. Those will remain unchanged. Jungemann made a motion, seconded by Kern, to approve Resolution 2018-02 as presented. The motion passed 5-0.

As directed at the previous Council meeting, Ludwig presented a list of administrative policies to implement the Budget Billing Program for city utilities. Customers who qualify and wish to participate will sign an agreement stating they understand the adopted policies. Ludwig discussed the list of policies provided in the meeting packet.

   Trummel asked how Staff would go about offering the option to customers. Ludwig will offer the option when the eBilling option is made available. He plans to advertise through the city newsletter.

   Reves asked if regular shut off procedures would be applied to budget billing customers who choose not to pay their prescribed average payment. Ludwig confirmed that this was indeed the case. Participating customers would be required to pay their prescribed average payment, regardless of how much of a credit accumulated on their account.

   Trummel asked if a customer would be allowed to stay on budget billing if they are shut off. Ludwig would prefer to see customers allowed to return to budget billing once utilities are restored. Kern asked if Staff planned to limit the number of times a budget billing customer could be shut off before they are returned to regular billing practices. Reves noted that customers are advised of their bills multiple times before they are actually shut off and generally heed those warnings.

   Reves asked if budget billing customers would be required to show good credit with the City prior to beginning budget billing. Ludwig feels that customers with poor credit histories will benefit the most from the option. Trummel suggested adding administrative leeway to have a customer removed from the plan on a case-by-case basis. Christenson explained that in the end the cost to the customer is the same;
therefore, someone with poor credit does not create a high risk if placed on budget billing. He feels that the option should be available to all customers.

Christenson questioned the suggested policy that “Customers with a deficit over $100 will be required to pay the outstanding balance” each September during true-up month. He asked why all customers would not be required to zero out their balance. Ludwig reminded the Council that the average payment required for each participating customer would be adjusted each September. One year a customer may have a slight deficit and the next year a small credit. He would like to give customers the leeway to make up small deficits through their monthly payments.

Dixson suggested adding that shut offs will be performed per the existing policy. Ludwig added that “failure to comply may result in removal from budget billing.”

Trummel made a motion to approve the policies with the two changes recommended by Dixson and Ludwig. Jungemann seconded and the motion passed 5-0.

In an effort to ensure fiscal transparency, Ludwig prepared a brief financial report reviewing 2017 expenditures. The General Fund showed decreased expenditures in 2017, which helped increase the balance back above the recommended 3 month reserve. Ludwig noted that expenditure saw an additional $107,000 in budget cuts over what was spent in 2016. $70,000 was left to help boost the reserve and $37,000 was transferred into reserve funds. Overall, the General Fund came in 20% under budget in 2017.

Ludwig pointed out that Parks expenditures were not over budget as they appear on paper. The expenses of purchasing trees for the swimming pool park were paid for by a grant. To be transparent, grant funds received were shown as revenue rather than a negative expenditure. Kern asked if there was a spreadsheet that shows all grants awarded to the City. Grants are listed as revenue.

Reves asked about property tax revenues now that Neighborhood Revitalization is nearing an end for most properties. Ludwig noted $100,000 was received in 2017.

Ludwig stated that the Big Well cash balance and Incubator losses are beginning to level out. Adjustments to the water fund will need to be discussed later in 2018. Christenson asked about the water and electric reserves. Ludwig stated that electric contains approximately ¼ of a year and water has approximately 1 year of reserves. Ludwig reminded Council that the full weight of water expenses are not reflected, as payroll expenses from water have been reduced and moved to other funds.

Dixson stated that 10 years post disaster he is concerned about long term maintenance of city systems, equipment, etc. He asked Council to keep this in mind going into the 2019 budget process. Kern agreed that everything is getting old at once. Reves voiced concern over aging infrastructure, specifically the water mains. Ludwig stated that $30,000 was moved into equipment reserves in 2017. Dixson encouraged Council to continue to move funds to reserve so that the city is not caught off guard should it face a large expenditure. Ludwig plans to put together a capital improvement plan after the 2019 budget is created.

4. Recess: Land Bank - Property Donations
Dixson recessed the Council at 6:27 p.m. and convened them as the Land Bank. Ludwig presented two properties for possible acceptance into the Land Bank. 212 E. Garfield is being offered by Steve Hewitt. Trummel proposed reaching out to the adjacent landowner to the west who has his property for sale. The property is close to the school and teen center, and is zoned residential. 503 S. Sycamore, owned by Desiree Adel, has $9,153.06 in back taxes and special assessments ($6,000 of which are mowing bills from the City). Taxes on the property have not been paid in 10 years. The property owner does not want the property to go through a Sherriff’s Sale and has expressed some interest in paying $1,000 of the delinquent fees if she can avoid legal action. Ludwig has spoken to the County Attorney. He does not
have concerns about the Land Bank taking on the property as an alternative to the Sheriff’s Sale and stated that the City can make partial payment of delinquent fees a condition of accepting the property.

Reves gave a brief history of how the current owner came to own the property shortly before the 2007 disaster. Insurance proceeds on the property were collected by the owner who then abandoned the property, leaving the city to mow it. She feels that the owner should be required to pay something toward the mowing bills. Christenson and Trummel recommended countering the owner’s payment offer with $1,500. Council briefly discussed how any funds received would be distributed. The consensus was to divide any funds received in the same way that they would be if sold at auction. Ludwig requested permission to negotiate with the property owner, noting that her first hearing with the County on the property is not until the end of February.

Trummel made a motion, seconded by Kern, to accept 212 E. Garfield into the Land Bank and to reach out to the adjacent property owner. The motion passed 5-0. Ludwig was instructed to negotiate with the owner of 503 S. Sycamore for $1,500.

5. Community Plan Discussion

Council returned to open session at 6:41 p.m. At the request of Council, Ludwig opened discussion about having the community come together and update the vision/goals for the City. Ludwig has reached out to the Public Policy and Management Center at Wichita State. They have expressed interest in providing a proposal for facilitating that discussion. The recommendation from WSU for the most cost effective way to approach a plan is to have one day of events. Ludwig also reached out to a private firm that provides assistance in community plans, but they expressed that, with as small of scope as the project would be, WSU would be a better fit.

Reves asked if Ludwig had contacted other cities who have utilized WSU for similar projects. Council also discussed some pros and cons of hiring an outside firm. Trummel and Reves voiced concern over outside firms creating too large of a plan for a small community. Dixson understood that the original idea was to sit down around a table and talk to people before going too far, to which Kern agreed. Christenson pointed out that WSU would be facilitators of the meeting, not planners. Discussion was had on the potential of community members being more open with an outside facilitator and a city led meeting being perceived as the city having an agenda. Jungemann stated that there is a group of stakeholders who have already had at least 2 meetings concerning a vision for the community.

Dixson suggested contacting Marci Penner, Big Kansas Road Trip, to facilitate meetings in a neutral location. Kern would like to see Power-Up get involved with inviting people to a meeting. Christenson asked Council what they would like to do first, what questions would they like to start a discussion with, and how many they would like to see at an initial meeting. Pastor Jeff Blackburn, who was in the audience, recommended contacting others who are thinking in the same direction and to have a moderator to help facilitate the meeting. He stated that he may have a location to offer for such a meeting.

Discussion on this topic was tabled.

6. City Code Review: Chapter III

Ludwig gave a brief review of the City’s current beverage code. Ludwig has had specific interest expressed in businesses having the ability to open on holidays. To his understanding, state statute requires that if you allow for holiday sales you must also allow for Sunday liquor sales; however, State regulations prohibit liquor sales on Thanksgiving, Christmas, and Easter.

Kern and Christenson voiced that they do not have a problem with giving businesses the option to be open. Reves stated that she was not thrilled with allowing for Sunday sales, but that owners could choose to be closed. Passing an ordinance would simply give businesses the ability to open. Next year the level
of alcohol that convenience stores can sell will go up. Dixson recommended council digest and discuss the situation.

It was the consensus of the Council that Ludwig prepare an ordinance for them to review.

G) CITY ATTORNEY’S REPORT
City Attorney Clayton Kerbs was not present at the meeting.

H) CITY ADMINISTRATOR’S REPORT
Airport Progress: The Airport is about 90% completed. It is likely that RJA will request an extension to make up for some of the time they have been unable to work due to cold temperatures.

City Hall Solar: The solar replacement at City Hall is completed. The new panels are up and running. The new system is showing a significant increase in solar production here at City Hall.

Fowl Permit: The Land Bank owns a property that is within the notification area for a fowl permit being requested at 321 S. Bay.

Circles of Kiowa County/ Call Center: With the help of Kiowa County Economic Development, the Circles program has started training through “Digital Works” for their call center. The program includes 5 weeks of call center training, and assistance with the hiring process. They are still planning on using the manager space in the incubator once the training is completed.

SB 232- Service Territory Bill: This bill is in the process of being modified. It is likely the final bill will include bare ground compensation (which has been reduced from the original proposal) and additional documentation requirements for cities annexing electric service territory. The KCC regulation has been removed from the bill.

Kwik Shop/Dillons: The Greensburg Kwik Shop is NOT included in the recent property acquisition by EG Group. We will likely see Kwik Shop signs changing to Dillons signs. This should not impact the current services available locally.

I) GOVERNING BODY COMMENTS
Christenson presented a Community Health Needs Assessment that the Hospital and Health Department are asking community members to complete. County Health will collect completed surveys at City Hall. Staff and Council were asked to complete the assessment.

J) ADJOURNMENT
Dixson declared the meeting adjourned at 7:21 p.m.

______________________________   ________________________________
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TO: Mayor and City Council
SUBJECT: Extended Hours and Days – Alcohol
PREPARED BY: City Administrator, Kyler Ludwig

Background:
On February 5th the City Council reviewed the laws regulating the purchase of cereal malt beverages and alcoholic liquor within the City of Greensburg. It was mentioned that at least one business has expressed interest in selling alcohol on holidays (Memorial Day and Independence Day). In researching this topic I have found that the corporate division of Dillons has historically been supportive extending the days and hours of alcohol sales in other communities. A few members of the governing body expressed interest in having staff review the process of extending hours and days of alcohol sales.

Analysis:
After reviewing State laws regulating the sale of Alcohol staff has discovered the following:

• To extend the hours of operation allowing for holidays Sunday will also need to be allowed for alcohol sales.
• The State Statute gives the City Council authority to set an earlier closing time for Sunday sales but not earlier than 8 pm (maximum Sunday sales 9am-11pm). An Attorney General Opinion (No. 2006-2) states that cities can place additional restrictions on Sunday sales, but the restrictions must be applied to both malt beverage and alcoholic liquor sales.
• The regulations for cereal malt beverages and alcoholic liquor in the original package must remain the same. (ie If days and hours are extended for the Liquor Store to sell alcoholic liquor the City must also extend days and hours for the gas stations to sell cereal malt beverages).
• An ordinance extending days and hours of sales must be published 2 times and can not take effect for at least 60 days.
• A petition signed by at least 5% of the number of voters that voted in the last presidential election can request the extension of days and hours to go to a vote. (Greensburg had 337 voters in the 2016 election – 5% = 17 signatures).
• If a petition is filed the governing body must call for a special election within 45 days or if a citywide general/primary election is within 90 days the council can add the question to that election. In Greensburg, a citywide primary election is scheduled for August 7th.

Staff anticipates a petition and would recommend delaying action until the ordinance falls within a 90-day window of the election (May 9th). Staff believes that allowing this issue to go on the ballot would be a compromise for individuals on both sides.

Attachments: City Code, State Handbook for Retailers, Mayhew Letter
HANDBOOK

FOR

RETAILERS

Division of Alcoholic Beverage Control
Kansas Department of Revenue
Docking State Office Building
915 SW Harrison Street
Topeka, Kansas 66612-1558

Phone: 785-296-7015 / Fax: 785-296-7185
Website: www.ksrevenue.org/abc.html
Email: KDOR_abc.email@ks.gov
Must be at least 21 years old. [Subsection (c)(2) of K.S.A. 41-713]
Cannot have been convicted of any felony. [Subsection (c)(3) of K.S.A. 41-713]
Cannot be an employee of a Kansas licensed distributor or the spouse of an employee of a Kansas licensed distributor. [Subsection (c)(1) of K.A.R. 14-13-5]

Licensees are directly responsible for any violation of the Liquor Control Act or associated regulations by their employees. [Subsection (b) of K.A.R. 14-13-5]

Subsection (c) of K.A.R. 14-13-14 requires the owner or owners to provide additional information to the Director before allowing anyone other than the owner or owners to perform any management or operational services, including the following activities listed in K.A.R. 14-13-14(a):
- Hiring, firing or supervising the licensee's employees.
- Ordering products for the store, coordinating deliveries or determining the amount or type of inventory to be maintained at the store.
- Determining the advertising, marketing and promotional programs to be used.
- Negotiating or executing any contracts on behalf of the licensee.
- Paying or authorizing payment for services or product purchased by the store.
- Performing any other task essential to the operation of the store.

No person employed to perform management or operational services shall receive compensation based on a percentage of the gross receipts from the sale of liquor. [Subsection (c)(1)(A) of K.A.R. 14-13-14]

Any person employed by the owner to perform management or operational services must meet the same qualifications for licensure as the owner. This would prohibit the owner of a retail liquor store from performing any management or operational services for the owner of another retail liquor store. [Subsection (d)(1) of K.A.R. 14-13-14]

**Hours and Days of Sales**

**Basic hours and days.**
Licensed retailers in cities or in the unincorporated areas of a county where sales times have not been expanded may be open and sell products as follows:
- Monday through Saturday, between 9 a.m. and 11 p.m.
  ➢ The governing body of any city may pass an ordinance, or the board of county commissioners of any county may pass a resolution, making the closing time earlier, but not before 8 p.m. [Subsection (a) of K.S.A. 41-712]
Retail liquor stores must be closed on the following days:
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Sundays
  [Subsection (a) of K.S.A. 41-712]
Expanded hours and days.
Licensed retailers in cities or in the unincorporated areas of a county where sales times have been expanded may be open and sell products as follows:

- Monday through Saturday, between 9 a.m. and 11 p.m.
  - The governing body of any city may pass an ordinance, or the board of county commissioners of any county may pass a resolution, making the closing time earlier, but not before 8 p.m. [Subsection (b) of K.S.A. 41-712]
- Sunday, between 12 p.m. and 8 p.m.

Retail liquor stores must be closed on the following holidays:

- Easter
- Thanksgiving Day
- Christmas Day

[Subsection (b) of K.S.A. 41-712]

Although the statute does not specifically state, it has always been the policy of the Director of ABC that retail liquor stores must be closed during the times that alcoholic liquor cannot be legally sold.

Procedure to Change Hours and Days of Sales - Within Incorporated City Limits [K.S.A. 79-2911]

The procedure to change from basic days and hours to expanded days and hours or vice versa is the same. There are two methods:

- The governing body of the city can pass an ordinance expanding or reducing the days and hours. The ordinance must specify either all of the expanded days and hours or all of the basic days and hours. It cannot specify something different than what is in the statute. The ordinance must then be published once a week for two consecutive weeks in the designated official city newspaper. The ordinance shall become effective 60 days after publication or at a later date if specified in the ordinance. However, if within that 60 days, a petition meeting the requirements in subsection (b)(2) is filed requesting that the proposition be submitted to the voters, then the resolution shall not become effective and an election must be conducted in accordance with subsection (b)(3). [Subsection (b)(1) of K.S.A. 41-2911]
- The voters of the city can submit a petition meeting the requirements of subsection (b)(2) requesting that the issue of expanding or reducing the days and hours be submitted to the voters. The election must be conducted in accordance with subsection (b)(3). [Subsection (b)(2) of K.S.A. 41-2911]

When cities expand the days of sale under K.S.A. 41-712, they must include both liquor retail sales and CMB retail sales. They cannot expand one type of sales without the other. They must also expand to exactly those days listed in the statute. They cannot pick and choose which of those days they expand to. However, they may limit sales on Sundays to hours less than the 12 p.m. to 8 p.m. provided in the statute. [Attorney General Opinion No. 2006-2 issued Jan. 4, 2006]
Procedure to Change Hours and Days of Sales - In County Outside Incorporated City Limits [K.S.A. 79-2911]

The procedure to change from basic days and hours to expanded days and hours or vice versa is the same.

- The county commission can pass a resolution expanding or reducing the days and hours. The resolution must specify either all of the expanded days and hours or all of the basic days and hours. It cannot specify something different than what is in the statute. Within two weeks after passage, the resolution must be published once in the designated official county newspaper. The resolution shall become effective 60 days after publication or at a later date if specified in the resolution. However, if within that 60 days, a petition meeting the requirements in subsection (a)(2) is filed requesting that the proposition be submitted to the voters, then the resolution shall not become effective and an election must be conducted in accordance with subsection (a)(3). [Subsection (a)(1) of K.S.A. 41-2911]

- The voters of the county can submit a petition meeting the requirements of subsection (a)(2) requesting that the issue of expanding or reducing the days and hours be submitted to the voters. The election must be conducted in accordance with subsection (a)(3). [Subsection (a)(2) of K.S.A. 41-2911]

When counties expand the days of sale under K.S.A. 41-712, they must include both liquor retail sales and CMB retail sales. They cannot expand one type of sales without the other. They must also expand to exactly those days listed in the statute. They cannot pick and choose which of those days they expand to. However, they may limit sales on Sundays to hours less than the 12 p.m. to 8 p.m. provided in the statute. [Attorney General Opinion No. 2006-2 issued Jan. 4, 2006]

Serving Free Samples of Alcoholic Liquor

A retailer may serve free samples of alcoholic liquor at tasting events on the licensed premises or at adjacent premises monitored and regulated by the ABC. [Subsection (a) of K.S.A. 41-308d] Samples may only be served during hours in which it is legal for the retailer to sell liquor. [Subsection (c) of K.A.R. 14-13-16] The retail and adjacent premises are subject to immediate entry and inspection by the director or any agent or employee of the director. [Subsection (e) of K.A.R. 14-13-16]

- The liquor must come from the retailer’s inventory. [Subsection (b)(1) of K.A.R. 14-13-16] Each bottle removed from inventory shall be marked as reserved for samples only in a manner that does not obscure the label. [Subsection (b)(2) of K.A.R. 14-13-16]
- Samples must be poured and served by an employee or agent of the retailer. [Subsection (a) of K.S.A. 41-308d]
- No samples may be served to anyone less than 21 years of age. [Subsection (a)(4) of K.S.A. 41-308d]
- No samples may be removed from the retail or adjacent premises. [Subsection (a)(4) of K.S.A. 41-308d]
- Liquor may be mixed with other liquor or non-alcoholic mixers and ice for sampling purposes. [Subsection (b) of K.S.A. 41-713]
Greensburg City Council
300 S Main
Greensburg, KS 67054

February 12, 2018

Dear Council Members,

First, I want to say Thank You for your service to the community. I know it is not said enough and at times it can seem like a thankless job. Having been there in another community it seems you never make the right decisions nor can you please everyone. But, none the less I thank you for your time and service.

After your last meeting it was brought to my attention about possibly liquor sales on some holidays and Sundays. I write primarily as a concerned citizen who has had experience with the devastation alcohol can do to families and primarily to children. We took in and eventually adopted my half sister’s two children in 1984. Their mother was an alcoholic and the boy was eventually diagnosed with fetal alcohol syndrome. They were both physically, and mentally abused and even though we took them in and did all we could to change what had taken place the results were not good. Alcohol destroyed their lives and was all they knew at a young age. Serving as a pastor I have also done a few funerals that were the result of alcohol related accidents. These were senseless accidents that didn’t have to happen. These accidents devastate families and change remaining family members lives forever. It is heart wrenching to sit with parents who have lost a child due to an alcohol related accident.

Since coming to Greensburg in 2007 it seems we have tried to portray the community as a family friendly community. If we desire to keep that view of the community I would say holiday and Sunday sales of liquor would go against that portrayal. I know not selling a few days out of the year will not change everything, but, it might say something to people about the values of the community. I would strongly encourage you to defeat this attempt to change the current guidelines and stand firm in the future that additional days to sell liquor are not needed. Thank you for your consideration of this matter.

Sincerely,

Terry Mayhew

Terry Mayhew
CHAPTER III. BEVERAGES

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ARTICLE 1. GENERAL PROVISIONS


(a) Alcohol - means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(b) Cereal Malt Beverage - means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute, but does not include any such liquor which is more than 3.2 percent alcohol by weight.

(c) Class A Club - means a premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans’ club, as determined by the State of Kansas, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members), and their families and guests accompanying them.

(d) Class B Club - means a premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

(e) Club - means a Class A or Class B club.

(f) General Retailer - means a person who has a license to sell cereal malt beverages at retail.

(g) Limited Retailer - means a person who has a license to sell cereal malt beverages at retail only in original and unopened containers and not for consumption on the premises.

(h) Place of Business - Any place at which cereal malt beverages or alcoholic beverages or both are sold.

(i) Wholesaler or distributor - Any individuals, firms, copartnerships, corporations and associations which sell or offer for sale any beverage referred to in this chapter, to persons, copartnerships, corporations and associations authorized by this chapter to sell cereal malt beverages at retail.

(Code 2007)

3-102. Restriction on location.

(a) No alcoholic liquor shall be sold or served by a person holding a license or permit from the city whose place of business or other premises are located within 200 feet of any church, school, library, nursing home, or hospital said distance to be measured from the nearest property line of such church, school, library, nursing home, or hospital to the nearest portion of the building occupied by the premises.

(b) The distance location of subsection (a) above shall not apply to a club, drinking establishment, caterer or temporary permit holder when the license or permit applicant petitions for and receives a waiver of the distance limitation from the governing body. The governing body shall grant such a waiver only following public notice and hearing and a finding by the governing body that the proximity of the establishment is not adverse to the public welfare or safety.
(c) No license or permit shall be issued for the sale of alcoholic liquor if the building or use does not meet the zoning ordinance requirements of the city or conflicts with other city laws, including building and health codes.

(Code 2007)

### 3-103. Minors on premises.

(a) It shall be unlawful for any person under the age of 21 years to remain on any premises where the sale of alcoholic liquor is licensed for on-premises consumption, or where a caterer or temporary permit holder is serving alcoholic liquor.

(b) It shall be unlawful for the operator, person in charge or licensee of any premises licensed for on-premises consumption of alcoholic liquor or a caterer or temporary permit holder who is serving alcoholic liquor to permit any person under the age of 21 years to remain on the premises.

(c) This section shall not apply if the person under the age of 21 years is accompanied by his or her parent or guardian, or if the licensed or permitted premises derives not more than 30 percent of its gross receipts in each calendar year from the sale of alcoholic liquor for on-premises consumption.

(Code 2007)

### 3-104. Consumption on public property.

No person shall drink or consume any alcoholic liquor on city owned public property. However, this prohibition shall not apply to special events on public property, for which a permit has been obtained from the city. The City Clerk shall notify the Chief of Police of all scheduled events on public property.

(K.S.A. Supp. 41-719; Code 2007; Ord. 1064)

### 3-105. Public sale; consumption.

(a) It shall be unlawful for any person to sell, serve or dispense any cereal malt beverage or alcoholic beverage in any public place not licensed to sell, serve or dispense such beverage at such public place within or under the jurisdiction of the city.

(b) It shall be unlawful for any person to drink or consume any cereal malt beverage or alcoholic beverage in any public place not licensed to sell and serve such beverage for public consumption at such public place within or under the jurisdiction of the city.

(c) For purposes of this section, the term “public place” shall include upon any street, public thoroughfare, public parking lot or any privately owned parking area made available to the public generally, within any parked or driven motor vehicle situated in any of the aforesaid places or upon any property owned by the state or any governmental subdivision thereof unless such property is leased to others under K.S.A. 12-1740 et seq. if the property is being used for hotel or motel purposes or purposes incidental thereto or is owned or operated by an airport authority created pursuant to Chapter 27 of the Kansas Statutes Annotated.

(K.S.A. 41-719; Code 2007)

### 3-106. Open container.

...
(a) It shall be unlawful for any person to transport in any vehicle upon a highway or street any cereal malt beverage or alcoholic beverage unless such beverage is:

1. In the original, unopened package or container, the seal of which has not been broken and from which the original cap or cork or other means of closure has not been removed;

2. In the locked, rear trunk or rear compartment or any locked outside compartment which is not accessible to any person in the vehicle while it is in motion or;

3. In the exclusive possession of a passenger in a vehicle which is a recreational vehicle as defined by K.S.A. 75-1212 or a bus as defined by K.S.A. 8-1406, who is not in the driving compartment of such vehicle or who is in a portion of such vehicle from which the driver is not directly accessible.

(b) As used in this section highway and street have meanings provided by K.S.A. 8-1424 and K.S.A. 8-1473 and amendments thereto.

(K.S.A. 8-1599; Code 2007)

3-107. Consumption while driving.

It shall be unlawful for any person to consume any cereal malt beverage or alcoholic beverage while operating any vehicle upon any street or highway.

(K.S.A. 41-719, 41-2720; Code 2007)

3-108. Identification card.

(a) It shall be unlawful for any person to:

1. Display, cause or permit to be displayed, or have in possession, any fictitious, fraudulently altered, or fraudulently obtained identification card for purposes relating to the sale, purchase or consumption of either cereal malt beverage or alcoholic liquor.

2. Display or represent any identification card not issued to such person as being his or her card for purposes relating to the sale, purchase or consumption of either cereal malt beverage or alcoholic liquor.

3. Permit any unlawful use of an identification card issued to a person for purposes relating to the sale, purchase or consumption of either cereal malt beverage or alcoholic liquor.

4. Photograph, photostat, duplicate or in any way reproduce any identification card or facsimile thereof in such a manner that it could be mistaken for a valid identification card or display or have in possession any such photograph, photostat, duplicate, reproduction or facsimile for purposes relating to the sale, purchase or consumption of either cereal malt beverage or alcoholic liquor.

(b) It shall be unlawful for any person to:

1. Lend any identification card to or knowingly permit the use of any identification card by any person under 21 years of age for use in the sale, purchase or consumption of any alcoholic liquor.
(2) Lend any identification card to or knowingly permit the use of any identification card by any person under 21 years of age for use in the sale, purchase or consumption of any cereal malt beverage.

(Code 2007)

3-109. Underage purchaser.

(a) It shall be unlawful for any person under 21 years of age to purchase or attempt to purchase any cereal malt beverage.

(b) It shall be unlawful for any person under 21 years of age to purchase or attempt to purchase any alcoholic liquor.

(K.S.A. Supp. 41-727; Code 2007)
ARTICLE 2.  CEREAL MALT BEVERAGES

3-201.  License required of retailers.

(a)  It shall be unlawful for any person to sell any cereal malt beverage at retail without a license for each place of business where cereal malt beverages are to be sold at retail.

(b)  It shall be unlawful for any person, having a license to sell cereal malt beverages at retail only in the original and unopened containers and not for consumption on the premises, to sell any cereal malt beverage in any other manner.

(K.S.A. 41-2702; Code 2007)


Any person desiring a license shall make an application to the governing body of the city and accompany the application by required license fee for each place of business for which the person desires the license. The application shall be verified, and upon a form prepared by the attorney general of the State of Kansas, and shall contain:

(a)  The name and residence of the applicant and how long he or she has resided within the State of Kansas;

(b)  The particular place for which a license is desired;

(c)  The name of the owner of the premises upon which the place of business is located;

(d)  The names and addresses of all persons who hold any financial interest in the particular place of business for which a license is desired;

(e)  A statement that the applicant is a citizen of the United States and not less than 21 years of age and that he or she has not within two years immediately preceding the date of making application been convicted of a felony or any crime involving moral turpitude, or been adjudged guilty of drunkenness, or driving a motor vehicle while under the influence of intoxicating liquor or the violation of any other intoxicating liquor law of any state or of the United States;

(f)  The application shall be accompanied by a statement, signed by the applicant, authorizing any governmental agency to provide the city with any information pertinent to the application. The application shall be scheduled for consideration by the governing body at the earliest meeting consistent with current notification requirements.

(Code 2007; Ord. 1034)

3-202a.  License application procedures.

(a)  All applications for a new and renewed cereal malt beverage license shall be submitted to the city clerk 10 days in advance of the governing body meeting at which they will be considered.

(b)  The city clerk’s office shall notify the applicant of an existing license 30 days in advance of its expiration.
(c) The clerk’s office shall provide copies of all applications to the police department, to the fire department, and to the city-county health department, when they are received. The police department will run a records check on all applicants and the fire department and health department will inspect the premises in accord with chapters 7 and 8 of this code. The departments will then recommend approval, or disapproval, of applications within five working days of the department’s receipt of the application.

(d) The governing body will not consider any application for a new or renewed license that has not been submitted 10 days in advance and been reviewed by the above city departments.

(e) An applicant who has not had a cereal malt beverage license in the city shall attend the governing body meeting when the application for a new license will be considered.

(Code 2007)

3-203. License granted; denied.

(a) The journal of the governing body shall show the action taken on the application.

(b) If the license is granted, the city clerk shall issue the license which shall show the name of the licensee and the year for which issued.

(c) No license shall be transferred to another licensee.

(d) If the license shall be denied, the license fee shall be immediately returned to the person who has made application.

(Code 2007)

3-204. License to be posted.

Each license shall be posted in a conspicuous place in the place of business for which the license is issued.

(Code 2007)

3-205. License, disqualification.

No license shall be issued to:

(a) A person who has not been a resident in good faith of the State of Kansas for at least one year immediately preceding application and a resident of Kiowa County for at least six months prior to filing of such application.

(b) A person who is not a citizen of the United States.

(c) A person who is not of good character and reputation in the community in which he or she resides.

(d) A person who, within two years immediately preceding the date of making application, has been convicted of a felony or any crime involving moral turpitude, or has been adjudged guilty of drunkenness or driving a motor vehicle while under the influence of intoxicating liquor or the violation of any other intoxicating liquor law of any State or of the United States.
(e) A partnership, unless all the members of the partnership shall otherwise be qualified to obtain a license.

(f) A corporation if any manager, officer or director thereof or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than nonresidence within the city or county.

(g) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation, has been an officer, manager or director, or a stockholder owning in the aggregate more than 25 percent of the stock, of a corporation which: (a) Has had a retailer’s license revoked under K.S.A. 41-2708 and amendments thereto; or (b) has been convicted of a violation of the drinking establishment act or the cereal malt beverage laws of this state.

(h) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee.

(i) A person whose spouse would be ineligible to receive a retailer’s license for any reason other than citizenship, retailer residency requirements or age, except that this subsection(i) shall not apply in determining eligibility for renewal license.

(j) Any violation of a provision of 3-205 may result in automatic disqualification of license eligibility.

3-206. **Restriction upon location.**

(a) No license shall be issued for the sale at retail of any cereal malt beverage on premises which are located in areas not zoned for such purpose.

(b) It shall be unlawful to sell or dispense at retail any cereal malt beverage at any place within the city limits that is within a 200-foot radius of any church, school or library.

(c) Provisions of this section shall not apply to any establishment holding a private club license issued by the State of Kansas.

(d) The distance limitation of subsection (b) above shall not apply to any establishment holding a cereal malt beverage license issued by the city when the licensee has petitioned for and received a waiver of the distance limitation. The governing body shall grant such a waiver only following public notice and hearing.

3-207. **License fee.**

The rules and regulations regarding license fees shall be as follows:

(a) General Retailer - for each place of business selling cereal malt beverages at retail, $225.00 per calendar year (inclusive of a $25.00 application fee).
(b) Limited Retailer - for each place of business selling only at retail cereal malt beverages in original and unopened containers and not for consumption on the premises, $75.00 per calendar year (inclusive of a $25.00 application fee).

Full amount of the license fee shall be required regardless of the time of the year in which the application is made, and the licensee shall only be authorized to operate under the license for the remainder of the calendar year in which the license is issued.

(K.S.A. 41-2702; Code 2007; Ord. 1000; Ord. 1034)

### 3-208. Suspension of license.

The chief of police, upon five days’ written notice, shall have the authority to suspend such license for a period not to exceed 30 days, for any violation of the provisions of this chapter or other laws pertaining to cereal malt beverages, which violation does not in his or her judgment justify a recommendation of revocation. The licensee may appeal such order of suspension to the governing body within seven days from the date of such order.

(Code 2007)

### 3-209. License suspension, or revocation, by governing body.

The governing body of the city, upon five days’ written notice, to a person holding a license to sell cereal malt beverages shall permanently revoke or cause to be suspended for a period of not more than 30 days such license for any of the following reasons:

(a) If a licensee has fraudulently obtained the license by giving false information in the application therefor;

(b) If the licensee has violated any of the provisions of this article or has become ineligible to obtain a license under this article;

(c) Drunkenness of a person holding such license, drunkenness of a licensee’s manager or employee while on duty and while on the premises for which the license is issued, or for a licensee, his or her manager or employee permitting any intoxicated person to remain in such place selling cereal malt beverages;

(d) The sale of cereal malt beverages to any person under 21 years of age;

(e) For permitting any gambling in or upon any premises licensed under this article;

(f) For permitting any person to mix drinks with materials purchased in any premises licensed under this article or brought into the premises for this purpose;

(g) For the employment of any person under the age established by the State of Kansas for employment involving dispensing cereal malt beverages;

(h) For the employment of persons adjudged guilty of a felony or of a violation of any law relating to intoxicating liquor;

(i) For the sale or possession of, or for permitting the use or consumption of alcoholic liquor within or upon any premise licensed under this article;
(j) The nonpayment of any license fees;

(k) If the licensee has become ineligible to obtain a license under this chapter;

(l) The provisions of subsections (f) and (i) shall not apply if such place of business is also currently licensed as a private club.

(K.S.A. 41-2708; Code 2007)

3-210. Same; appeal.

The licensee, within 20 days after the order of the governing body revoking any license, may appeal to the district court of Kiowa County and the district court shall proceed to hear such appeal as though such court had original jurisdiction in the matter. Any appeal taken under this section shall not suspend the order of revocation or suspension during the pendency of such appeal. In case of the revocation of the license of any licensee, no new license shall be issued to such person or any person acting for or on his or her behalf, for a period of six months thereafter.

(K.S.A. 41-2708; Code 2007)

3-211. Change of location.

If a licensee desires to change the location of his or her place of business, he or she shall make an application to the governing body showing the same information relating to the proposed location as in the case of an original application. Such application shall be accompanied by a fee of $50.00. If the application is in proper form and the location is not in a prohibited zone and all other requirements relating to such place of business are met, a new license shall be issued for the new location for the balance of the year for which a current license is held by the licensee.

(Code 2007)

3-212. Wholesalers and/or distributors.

It shall be unlawful for any wholesaler and/or distributor, his, her or its agents or employees, to sell and/or deliver cereal malt beverages within the city, to persons authorized under this article to sell the same within this city unless such wholesaler and/or distributor has first secured a license from the director of revenue, state commission of revenue and taxation of the State of Kansas authorizing such sales.

(K.S.A. 41-307:307a; Code 2007)

3-213. Business regulations.

It shall be the duty of every licensee to observe the following regulations.

(a) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.

(b) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of the police and health officers of the city, county and state.

(c) Except as provided by subsection (d), no cereal malt beverages may be sold or dispensed between the hours of 12:00 midnight and 6:00 a.m., or consumed between the hours of 12:30 a.m., and
6:00 a.m., or on Sunday, except in a place of business which is licensed to sell cereal malt beverage for consumption on the premises, which derives not less than 30% of its gross receipts from the sale of food for consumption on the licensed premises; closing hours for clubs shall conform to K.S.A. 41-2614 and any amendments thereto.

(d) Cereal malt beverages may be sold at any time alcoholic liquor is allowed by law to be served on premises which are licensed pursuant to K.S.A. 41-2701 et seq., and licensed as a club by the State Director of Alcoholic Beverage Control.

(e) The place of business shall be open to the public and to the police at all times during business hours, except that premises licensed as a club under a license issued by the State Director of Alcoholic Beverage Control shall be open to law enforcement and not to the public.

(f) It shall be unlawful for any licensee or agent or employee of the licensee to become intoxicated in the place of business for which such license has been issued.

(g) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.

(h) No licensee or agent or employee of the licensee shall sell or permit the sale of cereal malt beverage to any person under 21 years of age.

(i) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.

(j) No licensee or agent or employee of the licensee shall permit any person to mix alcoholic drinks with materials purchased in said place of business or brought in for such purpose.

(k) No licensee or agent or employee of the licensee shall employ any person under 21 years of age in dispensing cereal malt beverages. No licensee shall employ any person who has been judged guilty of a felony.

3-214. Prohibited conduct on premises.

The following conduct by a cereal malt beverage licensee, manager or employee of any licensed cereal malt beverage establishment is deemed contrary to public welfare and is prohibited:

(a) Remaining or permitting any person to remain in or upon the premises who exposes to view any portion of the female breasts below the top of the areola or any portion of males/females pubic hair, anus, buttocks or genitals;

(b) Permitting any employee on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva or genitals of any other employee or any patron;

(c) Encouraging or permitting any patron on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva, or genitals of any employee;

(d) Performing or permitting any person to perform on the licensed premises acts of or acts which simulate:
(1) Sexual intercourse, masturbation, sodomy, or any other sexual act which is prohibited by law; or

(2) Touching, caressing or fondling such persons’ breasts, buttocks, anus or genitals.

(e) Using or permitting any person to use on the licensed premises, any artificial devices or inanimate objects to depict any of the acts prohibited by paragraph (d) of this section.

(f) Showing or permitting any person to show on the licensed premises any motion picture, film, photograph, electronic reproduction, or other visual reproduction depicting:

(1) Acts or simulated acts of sexual intercourse, masturbation, sodomy, or any sexual act which is prohibited by law;

(2) The touching, caressing or fondling of the buttocks, anus, genitals or the female breasts;

(3) Scenes in which a person displays the buttocks, anus, genitals or the female breasts.

(g) As used in this section, the term premises means the premises licensed by the city as a cereal malt beverage establishment and such other areas, under the control of the licensee or his or her employee or employees, that are in such close proximity to the licensed premises that activities and conduct of persons within such other areas may be viewed by persons on or within the licensed premises.

(Code 2007)

3-215. Sanitary conditions required.

All parts of the licensed premises including furnishings and equipment shall be kept clean and in a sanitary condition, free from flies, rodents and vermin at all times. The licensed premises shall have at least one restroom for each sex easily accessible at all times to its patrons and employees. The restroom shall be equipped with at least one lavatory with hot and cold running water, be well lighted, and be furnished at all times with paper towels or other mechanical means of drying hands and face. Each restroom shall be provided with adequate toilet facilities which shall be of sanitary design and readily cleanable. The doors of all toilet rooms shall be self-closing and toilet paper at all times shall be provided. Easily cleanable receptacles shall be provided for waste material and such receptacles in toilet rooms for women shall be covered. The restrooms shall at all times be kept in a sanitary condition and free of offensive odors and shall be at all times subject to inspection by the city health officer or designee.

(Code 2007)

3-216. Minors on premises.

(a) It shall be unlawful for any person under 21 years of age to remain on any premises where the sale of cereal malt beverages is licensed for on-premises consumption.

(b) This section shall not apply if the person under 21 years of age is an employee of the licensed establishment, or is accompanied by his or her parent or guardian, or if the licensed establishment derives not more than 30 percent of its gross receipts in each calendar year from the sale of cereal malt beverages for on-premises consumption.

(Code 2007)

3-217. Temporary license.
The Governing Body may, upon proper application, issue a temporary permit for the sale of cereal malt beverages. Any such application for a temporary permit shall be made to the City Clerk and shall provide the following information:

(a) The name of Applicant.

(b) The group for which the event is planned.

(c) The location of the event.

(d) The date and time of the event.

(e) Any anticipated need for police, fire, or other municipal service.

Upon receipt of such Application accompanied by a permit fee of $50.00, the Governing Body may authorize the issuance of such temporary permit notwithstanding location restrictions as provided for within Section 3-109 herein. All other provisions and regulations found with Chapter III applicable to the sale of cereal malt beverages will be applicable to such permit.  

(Ord. 1034)
ARTICLE 3. ALCOHOLIC LIQUOR

3-301. State license required.

(a) It shall be unlawful for any person to keep for sale, offer for sale, or expose for sale or sell any alcoholic liquor on or off premise as defined by the "Kansas liquor control act" without first having obtained a state license to do so.

(Code 2014; Ord. 1064)

3-302. Liquor Stores.

(a) Hours of sale.

No person shall sell at retail any alcoholic liquor:

(1) On any Sunday;


(3) Before 9:00 a.m. or after 11:00 p.m. on any day when the sale thereof is permitted.

(b) Business regulations.

It shall be unlawful for a retailer of alcoholic liquor to:

(1) Permit any person to mix drinks in or on the licensed premises;

(2) Employ any person under the age of 21 years in connection with the operation of the retail establishment;

(3) Employ any person in connection with the operation of the retail establishment who has been adjudged guilty of a felony;

(4) Furnish any entertainment in his or her premises or permit any pinball machine or game of skill or chance to be located in or on the premises;

(5) Have in his or her possession for sale at retail any bottles, cask, or other containers containing alcoholic liquor, except in the original package;

(6) Sell, give away, dispose of, exchange or deliver, or permit the sale, gift or procuring of any alcoholic liquor to or for any person under 21 years of age.

(c) Restrictions on location.

No person shall knowingly or unknowingly sell, give away, famish, dispose of, procure, exchange or deliver, or permit the selling, giving away, furnishing, disposing of, procuring, exchanging or delivering of any alcoholic beverage in any building, structure or premises, if the nearest portion of the building, structure or premises is within 200 feet from the nearest property line of any existing hospital, school, church, nursing home, or library

(K.S.A. 41-710; K.S.A. 41-712; K.S.A. 41-2911; Code 2014; Ord. 1064)
3-303. **Private Clubs.**

(a) Business regulations.

(1) No club licensed hereunder shall allow the serving, mixing or consumption of alcoholic liquor on its premises between the hours of 2:00 a.m. and 9:00 a.m. on any day.

(2) Cereal malt beverages may be sold on premises licensed for the retail sale of cereal malt beverages for on-premises consumption at any time when alcoholic liquor is allowed by law to be served on the premises.

(3) No club membership shall be sold to any person under 21 years of age, nor shall alcoholic beverages or cereal malt beverages be given, sold or traded to any person under 21 years of age.

(K.S.A. Supp. 41-2614; Code 2007; Ord. 1064)

3-304. **Drinking Establishments.**

(a) Business regulations.

(1) No drinking establishment licensed hereunder shall allow the serving, mixing or consumption of alcoholic liquor on its premises between the hours of 2:00 a.m. and 9:00 a.m. on any day.

(2) Cereal malt beverages may be sold on premises licensed for the retail sale of cereal malt beverage for on-premises consumption at any time when alcoholic liquor is allowed by law to be served on the premises.

(3) No alcoholic beverages or cereal malt beverages shall be given, sold or traded to any person under 21 years of age.

(K.S.A. Supp. 41-2614; Code 2014; Ord. 1064)

3-305. **Caterers.**

(a) Business regulations.

(1) No caterer licensed hereunder shall allow the serving, mixing or consumption of alcoholic liquor between the hours of 2:00 a.m. and 6:00 a.m. on any day.

(2) No alcoholic beverages or cereal malt beverages shall be given, sold or traded to any person under 21 years of age.

(b) Notice to chief of police.

Prior to any event at which a caterer will sell or serve alcoholic liquor by the individual drink, the caterer shall provide written notice to the chief of police at least 72 hours prior to the event if the event will take place within the city. The notice shall contain the location, name of the group sponsoring the event, and the exact date and times the caterer will be serving.

(K.S.A. Supp. 41-2614; Code 2014; Ord. 1064)
3-306. Temporary Permits.

(a) Permit regulations.

(1) No temporary permit holder shall allow the serving, mixing or consumption of alcoholic liquor between the hours of 2:00 a.m. and 6:00 a.m. at any event for which a temporary permit has been issued.

(2) No alcoholic beverages shall be given, sold or traded to any person under 21 years of age. (Code 2014; Ord. 1064)
TO: Mayor and City Council  
SUBJECT: Land Bank Donation  
PREPARED BY: City Administrator, Kyler Ludwig  

Background:  
On June 16, 2014, the City of Greensburg established a Land Bank to help aid in the development of properties within the City. At the February 5, 2018 Council Meeting the Land Bank met and discussed the donation of the property at 503 S. Sycamore currently owned by Desiree Adel. The council expressed interest in taking the property if the owner would pay $1,500 for property clean-up. City staff has since reached out to the property owner, and she agreed to the conditions set by the Land Bank.  

Analysis:  
503 S. Sycamore: 60’x142.1’  
This property has $9,153.06 in back taxes and special assessments (mostly mowing bills from the City). The property owner does not want the property to go through a Sherriff’s Sale and has expressed some interest in paying some of the delinquent fees if they can avoid legal action.  

City Staff informed the County Attorney, Appraiser, and Treasurer of the negotiations between Desiree and the City Land Bank. The property has been reviewed at the county courthouse and the title is clear of any liens beyond county and city assessments.  

The property owner has sent a check for $1000 and will be sending the second check prior to March 1st. If the Land Bank Accepts the property staff will wait to file the deed with the courthouse until the second check has been cleared.  

Recommendations/Actions: It is recommended the Land Bank:  
Accept the donation of 503 S. Sycamore with the condition that the current owner pays $1,500 cost for clean up of the property.  

Attachments: Exhibit A: Lank Bank Donation Maps
503 S. Sycamore
> 60‘ x 142.1’
> Zoned R– 1A Residential
> 1 block west of Senior Ctr.
> 1 block east of Pool Park
TO: Mayor and City Council  
SUBJECT: Community Plan Discussion  
PREPARED BY: City Administrator, Kyler Ludwig

Background:
At the Council’s request, a discussion has been added to the agenda about having the community discuss their vision/goals for the City of Greensburg. The City Council discussed options for moving forward with this process, but a consensus was not reached. The Council requested discussion be continued at the February 19th regular meeting.

A proposal was received from WSU to facilitate discussions. Their proposed rate is $140/hr with two staff members. They have a minimum of 2 hours to prepare and 3 hours to put together a report describing the interactions with residents. WSU recommended maximizing their time by filling one day with discussions from different groups rather than just having one community meeting, but they are willing to work based on our wants/needs.

During a discussion at the February 5th meeting, Marci Penner was recommended as a facilitator for this process; Marci works with the Kansas Sampler Foundation. Staff reached out to Marci and she said that she could facilitate discussions, but she doesn’t do a report with a final assessment. She is going to be sending a few ideas and a basic proposal for the council to discuss prior to the meeting, but the costs would not be determined until a more clear plan was developed.

Recommendations/Actions: It is recommended the City Council:
Discuss the process of reassessing the community goals and vision

Attachments: Exhibit A: Vision and Goals from Comprehensive Plan
VISION + GOALS
Although the May 2007 tornado left less than 10 percent of Greensburg’s building stock standing, the storm ultimately united the community around a tenacious rebuilding effort. Within the first six months following the disaster, despite personal anguish and psychological distress, the community began envisioning its future. It was understood that without a common vision the goals for rebuilding could not be attained. Knowing that the endeavor to build a sustainable model rural community would require extensive coordination and alignment of hundreds of stakeholder organizations the community established a vision and goals to guide development. Every meeting and discussion about rebuilding dealt directly with the effort to become an economically, environmentally, and culturally sustainable town.

A COMMON VISION; A SUSTAINABLE FUTURE

The root of sustainability is based in common Kansas values. A Kansan thinks in terms of generations and harbors a sincere belief that decisions should build strong communities for our children. We still believe in the power of community, and in our rural areas neighbors still gather at the coffee shop to talk about the issues of the day. A Kansan’s character is rooted in the agricultural industry prominent in the region. We understand the natural systems that power a sustainable economy and know what it means to live off, and with, the land.
COMMUNITY VISION
As part of Greensburg’s long-term recovery planning process, community members were asked to create a vision for the town’s redevelopment. In a one-day Visioning Retreat, a group of citizens reflected on their experiences living in Greensburg and created a Community Vision that evolved into the following statement:

Blessed with a unique opportunity to create a strong community devoted to family, fostering business, working together for future generations.

At its heart, this vision is about constantly improving and strengthening community. It is a powerful statement that memorializes generational thinking as a guiding philosophy.
COMMUNITY GOALS
The Vision statement was supported by a set of goals published in the Long-Term Community Recovery Plan. In order to memorialize all the good community input to date, and to continue integrating the Public Square Steering Committee, these goals were used as a foundation to guide the Sustainable Comprehensive Plan. Some goals were added, combined or cut to accurately reflect the rapidly developing consensus. These goals serve as a living document providing guiding principles for development. Accomplishing the community vision will require careful consideration of the connectedness and intent behind each goal.

COMMUNITY
A progressive community that offers urban services within the unassuming feel of a rural, Midwestern community.

FAMILY
A community that provides opportunities for its young people in the way of jobs, education and recreation as reasons to stay in Greensburg.

PROSPERITY
A community where entrepreneurial spirit, customer service, and a sustainable economy permeate the business sector and where residents, travelers, and tourists enjoy a full line of locally-owned businesses that provide jobs and services.

ENVIRONMENT
A community that recognizes the importance of the natural environment and balances the need for growth and economic development with the maintenance and improvement of the environment.

AFFORDABILITY
An up-to-date, affordable rural community where housing plans and strategies incorporate energy-efficient design and materials and serve as a regional and national model for integrating residents of all ages and needs with services of all kinds.

GROWTH
A community that opens its doors to new residents and visitors without diminishing the values and lifestyles of its current residents.

RENEWAL
A community that makes proactive decisions that use this opportunity to reverse decline and build a progressive city with a strong future.

WATER
Treat each drop of water as a precious resource.

HEALTH
Improve quality of life by promoting a healthy and active lifestyle.

ENERGY
Promote a high level of efficiency in new construction and look to renewable options for generation.

WIND
Greensburg's vast wind resources are part of an emerging economy and should be harvested.

BUILT ENVIRONMENT
Build a town that encourages interaction between residents, welcomes guests and serves as a model community. New development should be durable, healthy, and efficient. City projects will lead the way by becoming examples of green practices that are built to last.
A truly sustainable community is one that balances the economic, ecological and social impacts of development. In Greensburg protecting social equity and maintaining cultural heritage means establishing a framework for affordable, diverse housing, ensuring a mixed income range, and taking an inventory of the cultural qualities that made the town special. Incorporating ecological balance means continuing to remember the natural heritage of western Kansas, stewarding the Ogallala aquifer and realizing the inherent energy of the wind and the sun. When ecology and culture are balanced, there is an immense opportunity to capitalize on the economies they create. By restoring the native environmental systems and utilizing natural capital, Greensburg can create a vibrant, sustainable rural economy.

Greensburg's progressive goals for rebuilding also represent an opportunity for other rural towns to better understand how a successful, sustainable economy is created. The planning team has heard from the community that it is important to make replicable decisions in Greensburg so successes can be shared with similar communities. This requires some extra diligence on the part of those rebuilding Greensburg. Not only must they record their path, but they must also be careful to make replicable decisions. The challenge is that Greensburg's efforts were prefaced by a devastating event, and the funding mechanisms and state and federal support are specific to a disaster response situation. Many towns that would like to follow Greensburg's model will likely not be in a designated disaster area, but should still be able to replicate many of the good decisions that make Greensburg a model. The process for implementing those decisions may differ, but the overall vision and action steps will be similar. As Greensburg becomes established, other rural communities will be able to use Greensburg as a model, learn from the failures, and capitalize on the successes.

Sustainable community planning is a relatively young concept and there is little data to support or refute its claims. As one of few communities with the opportunity to do a complete overhaul of its infrastructure, buildings, and government, Greensburg is uniquely positioned to be a laboratory for research on sustainable design and community development. In addition, Greensburg is the first rural municipality to take on these aggressive goals, making it a one of a kind sustainable community. It is recommended that every entity involved in rebuilding take extra care to record successes and understand failures. In the coming years as Greensburg's rebuild becomes more and more substantial, there will be an opportunity to attract research entities in the way of resident programs, university partnerships, and even scientific studies. Careful record keeping will help attract these researchers to town.
CITY OF GREENSBURG
COMMUNITY ENGAGEMENT
DRAFT
FEBRUARY 5, 2018

PREPARED BY

WICHITA STATE UNIVERSITY
Public Policy and Management Center

Misty R. Bruckner, Director
John Waltner, Project Associate
BACKGROUND
In response to a request from the City of Greensburg, the Public Policy and Management Center (PPMC) at Wichita State University’s is proposing to assist the City with facilitated conversations and community engagement. The engagement is designed to provide resident feedback on the direction and priorities for the community. The WSU Public Policy and Management Center believes that every community and organization is unique and, as such, we are dedicated to understanding the needs and nuances of each organization. The PPMC is driven by the mission of public service, and is committed to a quality product that serves the needs of each organization and their community.

PURPOSE
The purpose of the work with the City of Greensburg is to engage residents in future direction of the community. With significant changes in the past 10 years and recovery effort after the tornado, city leaders are requesting input from residents to help shape that future.

PROCESS
The PPMC proposes to meet with defined stakeholder groups in the community and conduct an open town-hall engagement. Potential stakeholder groups could include:

- Business leaders
- Faith community
- High school students
- Civic groups
- Senior citizens groups
- City staff

TIMEFRAME
All work will be completed with agreed upon delivery dates by both the City of Greensburg and the PPMC.

BUDGET
The budget will be determined based on the number of hours for facilitation as determined in the contract. A minimum of two hours project preparation will be needed to discuss the project with city leadership to identify potential issues and create questions for the engagement. A minimum of three hours will be included to write the final report. All other hours will be determined in the scope. One professional staff and one graduate student will be the project team.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly rate ($115 an hour for professional staff and $25 for graduate student)</td>
<td>TBD</td>
</tr>
<tr>
<td>Operations: $20 in supplies, plus travel expense (car rental and gas).</td>
<td>TBD</td>
</tr>
<tr>
<td>TOTAL</td>
<td>TBD upon service request</td>
</tr>
</tbody>
</table>
ABOUT THE WSU PUBLIC POLICY AND MANAGEMENT CENTER

The WSU Public Policy and Management Center works to enhance the quality of public affairs by assisting public officials and community organizations to meet the challenges of governance and improve service delivery. This assistance takes the form of:

- Consultation on community goal setting and strategic planning
- Community and organizational surveys
- Customized executive, management and professional development training
- Facilitation of governing body retreats and community forums
- Education and certification for members of professional associations
- Applied research on issues identified by state and local officials
- Technical support on public and nonprofit policy, administrative and programmatic efforts

Faculty and staff at the Public Policy and Management Center serve as content experts, neutral facilitators and researchers for a variety of public and nonprofit organizations. Requests come from local governing bodies, community agencies and organizations and community interest groups.

The Public Policy and Management Center has more than 55 years of experience working directly with local and state governments, and nonprofit organizations, in the areas of applied research, technical assistance, facilitation and professional development. The solid history in serving organizations and communities in Kansas, and throughout the Midwest, ensures the Public Policy and Management Center has the professional knowledge and financial ability to implement, manage and ensure completion of projects.

RECENT RELATED PROJECTS

- City of Valley Center, Strategic Plan
- Finney County, Planning Retreat
- City of Kechi, Planning Retreat
- REAP Strategic Planning
- City of Moundridge, Strategic Plan and Capital Improvement Plan Development
- City of Roeland Park Strategic Planning Project/On-line Community Feedback
- City of Rose Hill Strategic Planning Project
- City of Goddard Strategic Planning Project
- City of South Hutchinson Strategic Planning Project
- City of Wichita Recreation Restructuring and Strategic Plan
PUBLIC POLICY AND MANAGEMENT CENTER PROJECT TEAM

Misty R. Bruckner | Director
Misty joined the Hugo Wall School at Wichita State University in 2008. She is responsible for assisting governments and nonprofits with special projects, policy development, program evaluation, community surveys, facilitation and training efforts. Misty completed her MPA degree at the Hugo Wall School in 1995. From 1994 through 2000, she worked in the Office of the City Manager, City of Wichita, as assistant to the city manager, and after 2000, was self-employed as a consultant to local governments and nonprofit agencies prior to joining the Hugo Wall School. Misty is a recipient of the Excellence in Public Service Award and the Sedgwick County Sheriff’s Office Bronze Medal Award for Public Service—the highest honor for a civilian. In 2010, she was selected to participate in the Kansas Leadership Center’s Community Collaboration Academy aimed at advancing facilitation and collaboration efforts across the state of Kansas.

John Waltner | Project Associate
John retired in 2017 as the County Manager of Harvey County having served in that position since 2010. Prior to that he was the special project director for Harvey County (2003) and spent many years as a school teacher. John also served as mayor of Hesston from 1985 to 2010. He has been and currently is involved in numerous civic organizations. He holds a BA from Bethel College, a MA from University of Kansas, and a MEd from Wichita State University.

CONTACT
Misty R. Bruckner
Director, Public Policy and Management Center
(316) 978-6521
misty.bruckner@wichita.edu
TO: Mayor and City Council
SUBJECT: Tesla Charging Station
PREPARED BY: City Administrator, Kyler Ludwig

Background:
In December of 2017 City Staff had a conference call with a representative from Tesla’s Charging Infrastructure Division. Tesla is increasing the number of charging stations to help accommodate for growth within the electric vehicle market. Tesla has offered to pay for 4 Tesla stations and 1 universal charging station to be installed at the Big Well. The infrastructure will be owned by the City and there is no contract agreement for this program.

Analysis:
City Staff received a bid from Sagebrush Electric for the installation (which will be paid for by Tesla). These charging stations are minimum maintenance and will only require occasional cleaning to maintain their appearance. Tesla will warranty and service the station at no cost, and with no service agreement.

The cost of electricity for charging is estimated at about $1.00/hour. These stations have a charge time of 4-6 hours. The hope of these destination chargers is that they attract additional business for the Big Well and for local businesses while vehicles are charging.

Recommendations/Actions: It is recommended the City Council:

Approve the installation of five electric vehicle charging stations at the Big Well.

Attachments: Tesla email and documentation
Hi Stacy and Kyler,

Thanks again for taking time out to discuss our Destination Charging program. I’ve provided a recap below of what we discussed, along with install attachments and next steps. I know it’s a lot of info to digest, so please let me know if you have any questions, or if there’s anything I can do to help:

- We donate our [Tesla charging station](#), universal and mounted pedestals at no cost, with no contract or agreement needed in return.
- Based on the national average of 12 cents per kilowatt-hour, you should expect to pay roughly $1 per hour of charge time.
- I can provide $1000 per connector to help subsidize the cost of installation.
- Tesla will warranty and service the stations at no cost, with no service agreement needed in return.

Below, I’ve attached several documents for reference:
- Tesla Charging Station Installation Guide
- Clipper Creek Universal Charging Station Installation Guide
- Pedestal Installation Guide
- Tesla Charging Sign (OPTIONAL)
- Sample Electrician Installation quote (minimum info needed includes: length of conduit, circuit size, wire size, number of stations)

To take the next steps, I will simply need an installation quote similar to the one attached. Please let me know how I can best help moving forward, and if you have any questions I can assist with!

Kindly,

Jon Dobisch | Project Manager, Charging Infrastructure
Tesla Headquarters | 3500 Deer Creek Road, Palo Alto, CA 94304
p (650) 681-5314 | jdobisch@tesla.com

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Please consider the environment before printing this email
WIRING INSTRUCTIONS
(Hardwired HCS)

Route the HCS conduit to a nearby junction box. Use the included ½” trade size watertight conduit fitting and sealing washer to provide a moisture-resistant seal between the conduit fitting and the junction box. If necessary, drill a 7/8” diameter hole to accommodate the conduit fitting. For outdoor installations ensure the junction box is fully sealed using appropriate electrical grade silicone sealant.

Before connecting the HCS service conductors, please carefully read the section of this manual titled Service Connections on page 10. If you are unsure of the type of power provided at the service panel, please consult with your local utility or call your Service Representative for assistance.

Figure 8. Wiring the HCS in a junction box

The three supplied HCS-15, 20, 25, 30 or 40 service conductors use stranded 10 AWG 90ºC copper wire. The three supplied HCS-50, and HCS-60 service conductors use stranded 8 AWG, 90ºC copper wire.

The insulation of each conductor is color coded for standard 240V AC installation:
Green: Ground
Black: Line 1 (120V AC to Ground)
Red: Line 2 (120V AC to Ground)

Les trois HCS-15, 20, 25, 30 un HCS-40 service conducteurs fournis utilisent bloqués câble en cuivre 10 AWG 90ºC.

Les trois HCS-50 fournis et conducteurs HCS-60 utilisent des services bloqués 8 fil de cuivre AWG, 90ºC.

L’isolation de chaque conducteur est un code couleur pour l’installation de 240VAC norme:
Vert: Mise à la Terre
Noir: Ligne 1 (120V AC à Mise à la Terre)
Rouge: Ligne 2 (120V AC à Mise à la Terre)
RECEPTACLE INSTRUCTIONS
(Plug-In HCS-P)

The HCS-P is fitted with either a NEMA 14-50P or 6-50P plug extending from the bottom of the HCS enclosure. Regulations limit this plug to a maximum of 12 inches in length, including the plug head. For this reason, the HCS-P must be mounted above the NEMA receptacle and must also be located within 12 inches of it.

In both NEMA 14-50P and 6-50P configurations, the ground pin is located at the furthest point on the plug. With this in mind, it is recommended that a NEMA 14-50R or 6-50R receptacle be oriented accordingly, such that the ground socket is at the lowest point.

Figure 9. Preferred orientation of the NEMA receptacles below the HCS-P
**CHARGE CABLE WRAP GUIDELINES**

The HCS enclosure body is sculpted to allow the charge cable to be wrapped around it for convenient storage as well as to keep the bulk of the cable off of the ground and out of the way. As the charge cable is comprised of a number of wires, coiling the charge cable too tightly around the HCS enclosure will result in the charge cable feeling warmer to the touch than would ordinarily be the case.

To minimize this effect, it is recommended that the charge cable be loosely draped around the HCS enclosure body with larger loops. This will also permit greater convenience in “pulling off” additional loops if a longer charge cable reach is desired.

*Figure 10. Drape the charge cable loosely around the HCS enclosure*
Verify Share2™ Function is working properly:

After wiring is complete use a DC volt meter to test functionality. Connect the volt meter negative lead to ground, then connect the volt meter positive lead to the white wire. A measurement greater than 4VDC should be seen when a vehicle is not connected or not charging. A voltage less than 1VDC will be measured on the white wire when a vehicle is charging.

**NOTE:** There is a 5 second delay once one vehicle stops charging before the white wire returns to greater than 4VDC and an additional 10 seconds before full circuit power will be available to the other vehicle.

**Share2™ Operating Instructions:**

1. Connect Vehicle #1 to either HCS #1 or HCS #2 with the corresponding SAE-J1772™ connector. Vehicle #1 will have access to the full power available through that circuit.
2. Connect Vehicle #2 to the remaining EVSE with the SAE-J1772™ connector. Each vehicle will now have access to half of the power available through that circuit.
3. If one vehicle disconnects or completes charging, the other vehicle will have access to the full circuit power after 15 seconds.

*Figure 14. Share2™ Connect Vehicle #1*
Figure 15. Share2™ Connect Vehicle #2

Figure 16. Share2™ One of the vehicles disconnects or completes charging
OPTIONAL: Share2™ operation if Optional ChargeGuard™ is also installed:

If the ChargeGuard™ option is desired to work in conjunction with the Share2™ option, these two options must be ordered and built at the same time (Share2™ and ChargeGuard™ are factory-installed options and cannot be installed in the field). The optional ChargeGuard™ feature allows charging to be enabled or disabled with the use of a key. Please refer to the ChargeGuard™ instructions on page 22 in this User Manual for further instructions.

Figure 17. Share2™ Optional ChargeGuard™
SPECIFICATIONS

**Line Input Power**

240V AC single-phase - L1, L2, and Safety Ground.
208V AC 3-phase wye-connected - Any two phases and Safety Ground.
240V AC 3-phase, delta-connected. With center-tap on one leg, must use only the two phases on either side of the center-tap. The two phases must both measure 120V AC to ground. **Do not use the third leg (208V “Stinger”).**

**Voltage & Wiring**

Pre-installed supplied input conductors of the HCS-15, 20, 25, 30 or 40: L1, L2 and Ground use 3 feet of 10AWG, 90°C copper wire.
Pre-installed supplied input conductors of the HCS-50 and HCS-60: L1, L2 and Ground use 3 feet of 8AWG, 90°C copper wire.

**Supplied Input Conductors**

Pre-installed supplied input conductors of the HCS-15, 20, 25, 30 or 40: L1, L2 and Ground use 3 feet of 10AWG, 90°C copper wire.
Pre-installed supplied input conductors of the HCS-50 and HCS-60: L1, L2 and Ground use 3 feet of 8AWG, 90°C copper wire.

**Voltage Range**

185V AC to 264V AC

**Frequency**

60 Hz

**CCID**

20mA

**Current & Output Power (at 240VAC)**

<table>
<thead>
<tr>
<th>HCS Model Number</th>
<th>Circuit Breaker</th>
<th>Max Current</th>
<th>Output Power</th>
<th>Cable Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCS-15 (hardwired)</td>
<td>15A</td>
<td>12A</td>
<td>2.9 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-20 (hardwired)</td>
<td>20A</td>
<td>16A</td>
<td>3.8 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-25 (hardwired)</td>
<td>25A</td>
<td>20A</td>
<td>4.8 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-30 (hardwired)</td>
<td>30A</td>
<td>24A</td>
<td>5.8 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-40 (hardwired)</td>
<td>40A</td>
<td>32A</td>
<td>7.7 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-40P+6-50P</td>
<td>40A/50A</td>
<td>32A</td>
<td>7.7 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-40P+14-50P</td>
<td>40A/50A</td>
<td>32A</td>
<td>7.7 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-50 (hardwired)</td>
<td>50A</td>
<td>40A</td>
<td>9.6 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-50P+6-50P</td>
<td>50A</td>
<td>40A</td>
<td>9.6 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-50P+14-50P</td>
<td>50A</td>
<td>40A</td>
<td>9.6 kW</td>
<td>25 ft (7.6m)</td>
</tr>
<tr>
<td>HCS-60 (hardwired)</td>
<td>60A</td>
<td>48A</td>
<td>11.5 kW</td>
<td>25 ft (7.6m)</td>
</tr>
</tbody>
</table>

Note that the maximum current for the vehicle is set by the duty cycle of the Pilot waveform.

Output power is variable depending upon the HCS model and vehicle demand.

**Plugs**

An attached NEMA 6-50P or NEMA 14-50P plug is available on the HCS-40P and HCS-50P

**Dimensions**

Dimensions are for the enclosure only:
Height: 500 mm (19.7 inches)
Width: 225 mm (8.9 inches)
Depth: 135 mm (5.3 inches)

**Weight**

HCS-15, 20,25,30,40 or HCS-40P with 32A SAE-J1772™ connector and 25’ length of cable: 6.0kg (14 lbs)
HCS-50 or HCS-50P with 40A SAE-J1772™ connector and 25’ length of cable: 8.5kg (14 lbs)
HCS-60 with 80A SAE-J1772™ connector and 25’ length of cable: 9.0 kg (21 lbs)

**Environment**

Operating Temperature: -30°C to +50°C (-22°F to +122°F)
Storage Temperature: -40°C to +80°C (-40°F to +176°F)
Enclosure Rating: NEMA 4 - watertight

**Agency Approvals**

ETL Listed, FCC Part 15 Class B
MAINTENANCE

The HCS requires no periodic maintenance other than occasional cleaning.

**WARNING:** To reduce the risk of electrical shock or equipment damage, exercise caution while cleaning the unit and the EV charge connector cable.

1. Turn off the charge station at the circuit breaker before cleaning.
2. Clean the charge station using a soft cloth lightly moistened with mild detergent solution. Never use any type of abrasive pad, scouring powder, or flammable solvents such as alcohol or benzene.

**AVERTISSEMENT:** Pour réduire le risque de choc électrique ou des dommages équipement, user de prudence lors du nettoyage de l'appareil et le câble du connecteur de charge EV.

1. Eteignez la équipement au disjoncteur avant de le nettoyer.
2. Nettoyez l’équipement à l’aide d’un chiffon doux légèrement humidifié avec une solution de détergent doux. Ne jamais utiliser de tampons abrasifs, de poudre à récurer ou de solvants inflammables tels que l’alcool ou le benzène.

CUSTOMER SUPPORT

Call your ClipperCreek, Inc. Service Representative at any time, 24 hours a day, at the number below. **PLEASE HAVE THE MODEL NUMBER AND SERIAL NUMBER AVAILABLE WHEN YOU CALL.** This information is printed on the label on the side of the HCS enclosure. If your call is made after business hours or on weekends, please leave your name, telephone number, the unit serial number, and a brief description of the problem. A Service Representative will call back at the earliest opportunity.

TO CONTACT CLIPPERCREEK, INC. DIRECTLY FOR SERVICE, CALL 877-694-4194 MONDAY TO FRIDAY BETWEEN 8:00 AM AND 5:00 PM PACIFIC STANDARD TIME.
WARRANTY INFORMATION FOR
STANDARD HCS MODELS

LIMITED WARRANTY
ELECTRIC VEHICLE SUPPLY EQUIPMENT and ACCESSORIES
ClipperCreek, Inc.
11850 Kemper Road
Auburn, California 95603
Phone: 877-694-4194
Email: information@clippercreek.net

ClipperCreek shall provide the following warranty with respect to the Products to Representative, its Sub-Representatives and their customers:

Product 3-year parts, 3-year factory labor:
ClipperCreek, Inc. warrants this product to be free from defects in material and workmanship. The warranty period shall commence on the date of installation date (first use). The product installation date must be evidenced and communicated to ClipperCreek by way of the warranty registration card (or its equivalent). The warranty registration card must be filled out completely and accurately, and returned to ClipperCreek within 30 days after installation, and the product installation date shall be within 6 months after the purchase date. If a Product installation date is not communicated to ClipperCreek as described above, the product purchase date shall serve as the warranty commencement date.

If this product is defective in materials or workmanship during the warranty period, ClipperCreek will, at its option, repair or replace the product. Repair parts and/or replacement products may be either new or reconditioned at ClipperCreek’s discretion. This limited warranty does not cover service or parts to repair damage due to improper installation or use, including but not limited to improper connections with peripherals, external electrical faults, accident, disaster, misuse, abuse or modifications to the product not approved in writing by ClipperCreek. Any service repair outside the scope of this limited warranty shall be at applicable rates and terms then in effect. This warranty covers factory parts and factory labor only; it does not cover field service or removal and replacement of the product or any other costs.

All other express and implied warranties for this product including the warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. If this product is not as warranted above, your sole and exclusive remedy shall be repair or replacement as provided above. In no event will ClipperCreek, any of its authorized sales and service representatives, or its parent company be liable to customer or any third party for any damages in excess of the purchase price of the product. This limitation applies to damages of any kind including any direct or indirect damages, lost profits, lost saving or other special, incidental, exemplary or consequential damages whether for breach of contract, tort or otherwise or whether arising out of the use of or inability to use the product, even if ClipperCreek or an authorized ClipperCreek representative or dealer has been advised of the possibility of such damages or of any claim by any other party. Some states do not allow the exclusion or limitation of incidental damages for some products, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

To obtain warranty service:
Call your nearest authorized Service Representative or ClipperCreek at the above number. You will receive information as to how service for the product will be provided. If you mail or ship the product in for service, you must insure the product, prepay all shipping charges, and properly pack it for shipment in its original shipping container or its equivalent. You are responsible for all loss or damage that may occur in transit. You must provide proof of purchase of the product and the purchase date before any warranty service can be performed.
WARRANTY INFORMATION FOR
RUGGEDIZED HCS MODELS

LIMITED WARRANTY
RUGGEDIZED ELECTRIC VEHICLE SUPPLY EQUIPMENT
ClipperCreek, Inc.
11850 Kemper Road
Auburn, California 95603
Phone: 877-694-4194
Email: information@clippercreek.net

ClipperCreek shall provide the following warranty with respect to the Products to Representative, its Sub-Representatives and their customers:

Product 5-year parts, 5-year factory labor:
ClipperCreek, Inc. warrants this product to be free from defects in material and workmanship. The warranty period shall commence on the date of installation date (first use). The product installation date must be evidenced and communicated to ClipperCreek by way of the warranty registration card (or its equivalent). The warranty registration card must be filled out completely and accurately, and returned to ClipperCreek within 30 days after installation, and the product installation date shall be within 6 months after the purchase date. If a Product installation date is not communicated to ClipperCreek as described above, the product purchase date shall serve as the warranty commencement date.

If this product is defective in materials or workmanship during the warranty period, ClipperCreek will, at its option, repair or replace the product. Repair parts and/or replacement products may be either new or reconditioned at ClipperCreek’s discretion. This limited warranty does not cover service or parts to repair damage due to improper installation or use, including but not limited to improper connections with peripherals, external electrical faults, accident, disaster, misuse, abuse or modifications to the product not approved in writing by ClipperCreek. Any service repair outside the scope of this limited warranty shall be at applicable rates and terms then in effect. This warranty covers factory parts and factory labor only; it does not cover field service or removal and replacement of the product or any other costs.

All other express and implied warranties for this product including the warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. If this product is not as warranted above, your sole and exclusive remedy shall be repair or replacement as provided above. In no event will ClipperCreek, any of its authorized sales and service representatives, or its parent company be liable to customer or any third party for any damages in excess of the purchase price of the product. This limitation applies to damages of any kind including any direct or indirect damages, lost profits, lost saving or other special, incidental, exemplary or consequential damages whether for breach of contract, tort or otherwise or whether arising out of the use of or inability to use the product, even if ClipperCreek or an authorized ClipperCreek representative or dealer has been advised of the possibility of such damages or of any claim by any other party. Some states do not allow the exclusion or limitation of incidental damages for some products, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

To obtain warranty service:
Call your nearest authorized Service Representative or ClipperCreek at the above number. You will receive information as to how service for the product will be provided. If you mail or ship the product in for service, you must insure the product, prepay all shipping charges, and properly pack it for shipment in its original shipping container or its equivalent. You are responsible for all loss or damage that may occur in transit. You must provide proof of purchase of the product and the purchase date before any warranty service can be performed.
WALL CONNECTOR, 80A SINGLE PHASE
INSTALLATION MANUAL

Approved Markets: North America, Japan, Taiwan, South Korea

For additional languages, please visit: www.tesla.com/wallconnector
Important Safety Instructions

This document contains important instructions and warnings that must be followed when installing and maintaining the Wall Connector.

Warnings

⚠️ Warning: Read all the instructions before using this product.
⚠️ Warning: This device should be supervised when used around children.
⚠️ Warning: The Wall Connector must be grounded through a permanent wiring system or an equipment grounding conductor.
⚠️ Warning: Do not install or use the Wall Connector near flammable, explosive, harsh, or combustible materials, chemicals, or vapors.
⚠️ Warning: Turn off input power at the circuit breaker before installing or cleaning the Wall Connector.
⚠️ Warning: Use the Wall Connector only within the specified operating parameters.
⚠️ Warning: Never spray water or any other liquid directly at the wall mounted control box. Never spray any liquid onto the charge handle or submerge the charge handle in liquid. Store the charge handle in the dock to prevent unnecessary exposure to contamination or moisture.
⚠️ Warning: Stop using and do not use the Wall Connector if it is defective, appears cracked, frayed, broken, or otherwise damaged, or fails to operate.
⚠️ Warning: Do not attempt to disassemble, repair, tamper with, or modify the Wall Connector. The Wall Connector is not user serviceable. Contact Tesla for any repairs or modification.
⚠️ Warning: When transporting the Wall Connector, handle with care. Do not subject it to strong force or impact or pull, twist, tangle, drag, or step on the Wall Connector, to prevent damage to it or any components.

⚠️ Warning: Do not touch the Wall Connector’s end terminals with fingers or sharp metallic objects, such as wire, tools, or needles.
⚠️ Warning: Do not forcefully fold or apply pressure to any part of the Wall Connector or damage it with sharp objects.
⚠️ Warning: Do not insert foreign objects into any part of the Wall Connector.
⚠️ Warning: Use of the Wall Connector may affect or impair the operation of any medical or implantable electronic devices, such as an implantable cardiac pacemaker or an implantable cardioverter defibrillator. Check with your electronic device manufacturer concerning the effects that charging may have on such electronic devices before using the Wall Connector.

Cautions

⚠️ Caution: Do not use private power generators as a power source for charging.
⚠️ Caution: Incorrect installation and testing of the Wall Connector could potentially damage either the vehicle’s Battery and/or the Wall Connector itself. Any resulting damage is excluded from the New Vehicle Limited Warranty and the Charging Equipment Limited Warranty.
⚠️ Caution: Do not operate the Wall Connector in temperatures outside its operating range of -22°F to 122°F (-30°C to +50°C).
Notes

Note: Ensure that the Wall Connector's charging cable is positioned so it will not be stepped on, driven over, tripped on, or subjected to damage or stress.

Note: Do not use cleaning solvents to clean any of the Wall Connector's components. The outside of the Wall Connector, the charging cable, and the connector end of the charging cable should be periodically wiped with a clean, dry cloth to remove accumulation of dirt and dust.

Note: Be careful not to damage the circuit boards or components during installation.
The maximum power rating for the Wall Connector is 20 kW or 80A at 250V AC single-phase power.

<table>
<thead>
<tr>
<th>Description</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voltage and Wiring</td>
<td>208V or 240V AC single-phase: L1, L2, and earth</td>
</tr>
<tr>
<td>Current</td>
<td>Maximum output: 80A, 72A, 64A, 56A, 48A, 40A, 36A,</td>
</tr>
<tr>
<td></td>
<td>32A, 28A, 24A, 20A, 16A, 12A</td>
</tr>
<tr>
<td>Frequency</td>
<td>50 to 60 Hz</td>
</tr>
<tr>
<td>Cable Length</td>
<td>8.5' (2.6 m) and 24' (7.4 m)</td>
</tr>
<tr>
<td>Wall Connector Dimensions</td>
<td>Height: 15.0&quot; (380 mm)</td>
</tr>
<tr>
<td></td>
<td>Width: 6.3&quot; (160 mm)</td>
</tr>
<tr>
<td></td>
<td>Depth: 5.5&quot; (140 mm)</td>
</tr>
<tr>
<td>Top Entry Bracket Dimensions</td>
<td>Height: 10.8&quot; (275 mm)</td>
</tr>
<tr>
<td></td>
<td>Width: 5.1&quot; (130 mm)</td>
</tr>
<tr>
<td></td>
<td>Depth: 2.0&quot; (50 mm)</td>
</tr>
<tr>
<td>Weight (including bracket)</td>
<td>20 lb (9 kg)</td>
</tr>
<tr>
<td>Operating Temperature</td>
<td>-22°F to 122°F (-30°C to 50°C)</td>
</tr>
<tr>
<td>Storage Temperature</td>
<td>-40°F to 185°F (-40°C to 85°C)</td>
</tr>
<tr>
<td>Enclosure Rating</td>
<td>Type 3R</td>
</tr>
<tr>
<td>Agency Approvals</td>
<td>cUL us listed for United States and Canada under file number E354307, FCC Part 15.</td>
</tr>
<tr>
<td>Ventilation</td>
<td>Not Required</td>
</tr>
</tbody>
</table>
Optional Circuit Ratings

Use a single-phase circuit breaker rated for 100A per phase to obtain the fastest charging. In certain installation locations, this level of power isn’t readily available. Therefore, you can adjust the circuit breaker rating on the Wall Connector from 15A to 100A (refer to Set the Operating Current on page 20).

Note: Tesla vehicles must be configured with optional onboard charging equipment to accept higher amperages. Contact Tesla if you have questions about the onboard charging capabilities of your vehicle.

Self-Monitoring and Recovery

The Wall Connector has a ground monitoring circuit that continuously checks for the presence of a safe ground connection and automatically recovers from faults. Manual testing and resetting is not required.

Temporary problems such as ground faults or utility power surges are overcome automatically. If a residual current fault occurs that interrupts charging, the Wall Connector automatically tries to clear the fault and re-attempt charging.

If the problem is immediately sensed a second time, the Wall Connector waits 15 minutes before trying to charge. This process repeats 4 times and if all attempts are unsuccessful, power is removed and no further attempts are made. In this case, you will see a red error light on the front panel (refer to Troubleshooting on page 22). It is recommended that when you see a red error light, you power off the Wall Connector by switching off the upstream circuit breaker, and then power it back on again.

The Wall Connector can alternatively be reset when a red error light is encountered using the RESET button (refer to Reset on page 25).

Power Outages

If a power outage occurs, the Wall Connector automatically resumes charging when power is restored. If the charging cable is plugged into the vehicle when power is restored, the lights blink and the unit does not energize the charging cable for approximately 15 seconds to three minutes. This prevents the utility grid from experiencing a large surge when power is restored and allows vehicles to begin drawing current at random times, rather than all at once.

Load Sharing

The Wall Connector provides the capability to wire 4 Wall Connectors to a single circuit, giving vehicle owners reassurance that they can charge multiple vehicles at home (refer to Appendix B: Optional Connection for Load Sharing on page 28).
Minimum Requirements

Installation of the Wall Connector requires that you:

• Calculate the existing electrical load to determine the maximum operating current.
• Calculate the distance to ensure minimal voltage drop.
• Obtain any necessary permits from the local authority that has jurisdiction and confirm that the follow-up inspection has been scheduled by an electrician after the installation is complete.
• Use only copper conductors.
• Use conductors that are sized in accordance with local wiring regulations. The selected cable must be able to sustain periods of constant load of up to the maximum amperage selected by the electrician.
• Use protective devices. The circuit protection device chosen must incorporate a suitable residual-current device (RCD) and overcurrent protection in relation to the electrical load selected.

Note: Consult with an electrician to ensure that the installation meets local regulations.

Service Wiring

120V Above Ground

Warning: The Wall Connector is a single-phase device. Do not connect all three phases of a three-phase feed.

Warning: Before installing the Wall Connector, identify the type of utility service connection available on site. If you are unsure about the type of connection available at the service panel, consult an electrician, or contact Tesla for assistance.

Caution: The two phases used must each measure 120V to neutral. Earth ground must be connected to neutral at only one point, usually at the breaker panel.

Ground Connection

Always connect the Neutral at the service to Earth Ground. Ground fault protection is not possible unless the Neutral (center tap on the service transformer) is connected to an Earth Ground. If ground is not provided by the electrical service, you must install a grounding stake nearby. The grounding stake must be connected to the ground bar in the main breaker panel, and Neutral connected to Ground at that point.

240V Single-Phase

Note: Illustrations in this document are for demonstration purposes only.
General Terms

Subject to the exclusions and limitations described below, the Charging Equipment Limited Warranty covers the refund, repair or replacement necessary to remedy any manufacturing defects in Tesla manufactured and supplied Wall Connector that occur under normal use for a period of 48 months, and Mobile Connector or charging adapter that occur under normal use for a period of 12 months from the date of invoice to the customer. Any Tesla connector or adapter included in the initial purchase and delivery of a Tesla vehicle by Tesla is covered under the Basic Vehicle Limited Warranty section of the New Vehicle Limited Warranty for 4 years or 50,000 miles (80,000 km), whichever comes first, subject to the terms and conditions of the New Vehicle Limited Warranty.

This Charging Equipment Limited Warranty does not cover any damage or malfunction directly or indirectly caused by, due to, or resulting from, normal wear or deterioration, abuse, misuse, negligence, accident, lack of or improper use, maintenance, storage or transport, including, but not limited to, any of the following:

- Failure to follow the instructions, maintenance and warnings published in the documentation supplied with your Tesla connector or adapter;
- External factors, including but not limited to, objects striking the Tesla connector or adapter, faulty or damaged electrical wiring, junction boxes, circuit breakers, receptacles or power outlets, the environment or an act of God, including, but not limited to, fire, earthquake, water, lightning and other environmental conditions;
- General appearance or damage to paint, including chips, scratches, dents and cracks;
- Failure to contact Tesla upon discovery of a defect covered by this Charging Equipment Limited Warranty;
- Any repair, alteration or modification to the Tesla connector or adapter or any part, or the installation or use of any parts or accessories, made by a person or facility not authorized or certified to do so;
- Lack of or improper repair or maintenance, including use of non-genuine Tesla accessories or parts; and
- Use for commercial purposes.

Although Tesla does not require you to perform all maintenance, service or repairs at a Tesla Service Center or Tesla authorized repair facility, this Charging Equipment Limited Warranty may be voided, or coverage may be excluded, due to lack of or improper maintenance, service or repairs. Tesla Service Centers and Tesla authorized repair facilities have special training, expertise, tools and supplies with respect to Tesla connectors and adapters and, in certain cases, may employ the only persons, or be the only facilities authorized or certified to work on Tesla connectors and adapters. Tesla strongly recommends that you have all maintenance, service and repairs done at a Tesla Service Center or Tesla authorized repair facility in order to avoid voiding, or having coverage excluded under, this Charging Equipment Limited Warranty.
Limits of Liability

This Charging Equipment Limited Warranty is the only express warranty made in connection with your Tesla connector or adapter. Implied and express warranties and conditions arising under applicable local laws, federal statute or otherwise, in law or in equity, if any, including, but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by your local law, or limited in duration to the term of this Charging Equipment Limited Warranty. To the fullest extent allowable by your local law, the performance of necessary repairs and/or replacement of new, reconditioned, or remanufactured parts by Tesla for the covered defects is the exclusive remedy under this Charging Equipment Limited Warranty or any implied warranties. To the maximum extent permissible under your local law, liability is limited to the reasonable price for repair or replacement of the applicable Tesla connector or adapter, not to exceed the manufacturer’s suggested retail price. Replacement may be made with parts of like kind and quality, including non-original manufacturer’s parts, or reconditioned or remanufactured parts, as necessary.

Tesla shall not be liable for any defects under this Charging Equipment Limited Warranty that exceed the fair market value of the applicable Tesla connector or adapter at the time immediately preceding the discovery of the defect. In addition, the sum of all benefits payable under this Charging Equipment Limited Warranty shall not exceed the price you paid for the applicable Tesla connector or adapter.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this Charging Equipment Limited Warranty. The decision of whether to repair or replace a part or to use a new, reconditioned or remanufactured part will be made by Tesla, in its sole discretion.

To the maximum extent permissible under local law, Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of, or relating to, the Tesla connector or adapter, including, but not limited to, transportation to and from a Tesla Authorized Service Center, loss of the Tesla connector or adapter, loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), towing charges, bus fares, vehicle rental, service call charges, gasoline expenses, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses.

The above limitations and exclusions shall apply whether your claim is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether negligent or otherwise) or otherwise at law or in equity, even if Tesla is advised of the possibility of such damages or such damages are reasonably foreseeable.

Nothing in this Charging Equipment Limited Warranty shall exclude, or in any way limit, Tesla’s liability, for death or personal injury solely and directly caused by Tesla’s negligence or that of its employees, agents or sub-contractors (as applicable), fraud or fraudulent misrepresentation, or any other liability to the extent the same is proven in a court of competent jurisdiction in a final nonappealable judgment and may not be excluded or limited as a matter of local law.

Warranty Enforcement Laws and Dispute Resolution

To the fullest extent allowed by local law, Tesla requires that you first provide written notification of any manufacturing defect within a reasonable time, and within the applicable coverage period specified in this Charging Equipment Limited Warranty, and allow Tesla an opportunity to make any needed repairs before submitting a dispute to our dispute settlement program (described below). Please send written notification on dispute resolution to the following address:
United States:  
Tesla Motors, Inc.  
3500 Deer Creek Road  
Palo Alto, California 94304  
Telephone: 1-877-798-3752

Canada:  
Tesla Motors Canada ULC  
1325 Lawrence Avenue East  
Toronto, ON M3A 1C6  
Telephone: 1-877-798-3752

Please include the following information:  
• Tesla connector or adapter invoice date;  
• Your name and contact information;  
• Name and location of the Tesla Store and/or Tesla Service Center nearest you;  
• Description of the defect; and  
• History of the attempts you have made with Tesla to resolve the concern, or of any repairs or services that were not performed by Tesla.

In the event any disputes, differences or controversies arise between you and Tesla related to this Charging Equipment Limited Warranty, Tesla will explore all possibilities for an amicable settlement. In case an amicable settlement is not reached, Tesla offers a dispute settlement program through:

NATIONAL CENTER FOR DISPUTE SETTLEMENT (“NCDS”)  
P.O. Box 526  
Mt. Clemens, MI 48046  
1-866-629-3204

Tesla requires that you submit your dispute to our dispute settlement program and wait for a decision to be issued prior to pursuing any remedy under federal or state laws (including 15 U.S.C. Section 2310 or California Civil Code Section 1793.22(b)), although you may be entitled to pursue a remedy without submitting under certain state laws or if you pursue any rights or remedies not created by these laws. This dispute settlement program administered by NCDS is free of charge to you and is conducted by local NCDS professionals who are trained and experienced in mediation and arbitration.

NCDS resolves disputes involving this Charging Equipment Limited Warranty which arise during the applicable warranty period specified in this Charging Equipment Limited Warranty. You must file a request for arbitration with NCDS within 60 days (or 6 months in certain jurisdictions) of the expiration of the applicable warranty period, provided you sent written notice to Tesla of the alleged defect was brought to the attention of Tesla during the applicable warranty period.

To initiate arbitration, you must contact NCDS at 1-866-629-3204 or P.O. Box 526, Mt. Clemens, MI 48046, and complete an NCDS customer claim form and mail it to NCDS. Please also provide a copy of your written notification sent to Tesla and/or all information required in such notification specified above, your desired resolution, and all receipts if requesting reimbursement. Upon receipt of your request, NCDS will contact you regarding the status of your case and provide you with additional details about the program.

When NCDS receives your request, it will be forwarded to Tesla for response. After analyzing all information pertaining to your case, NCDS will schedule a technical evaluation if applicable. If you request it, an oral hearing will be held prior to a decision being rendered. At this hearing, all evidence is admissible. After considering all testimony and documents, the arbitrator will review the applicable legal standards and render a decision. A settlement satisfactory to all parties may be negotiated at any time, including prior to or after the arbitrator’s decision.

NCDS’s decision is binding on Tesla but not on you. If you accept NCDS’s decision, Tesla will comply with the decision in a reasonable time not to exceed 30 days after Tesla receives notice of your acceptance. Remedies include but are not limited to repairs; reimbursement for repairs and incidental expenses, such as transporting costs; and repurchase or replacement of the applicable Tesla connector or adapter. NCDS decisions do not include attorney fees or punitive, multiple, or consequential damages, except incidental damages as required by applicable law. NCDS findings and decisions are admissible as evidence in any legal proceedings concerning the applicable Tesla connector or adapter.
The description provided above is only a brief summary of the dispute settlement program administered by NCDS. The dispute settlement program may be changed at any time without prior notice. Contact NCDS at the above listed address or phone number for the most current information concerning the dispute settlement program.
TESLA
VEHICLE
CHARGING
ONLY
Agenda Item

City of Greensburg
City Council Meeting
February 19, 2018

TO: Mayor and City Council
SUBJECT: Pool Park Design Discussion
PREPARED BY: City Administrator, Kyler Ludwig

Background:
In February of 2017 discussions were held with members of the Tree Board, and members of the Davis Park Relocation Advisory Committee about the City’s Pool Park; these discussions helped create the layout of the tree plantings, which were done in May of 2017.
The City Council has expressed some interest in continuing the development of the park area around the pool and has expressed interest in using donated funds to complete the park project.

Analysis:
This agenda item is simply a discussion on what the Council would like to see developed around the swimming pool.

A photo of the original park design has been attached along with a photo of the current development.

As part of the development, Staff would like to see concrete added around the fencing of the pool, sidewalks, an irrigation system added to the park, and unique play spaces for families.

Last year during the discussions about this project staff reached out to the company that designed the pavilion at the Big Well and received a quote for a 30’ square pavilion. The quote at that time for an unassembled pavilion was $23,244. In addition to concrete work, which is not included in this bid, the Big Well pavilion also has stone masonry done on the poles of the pavilion.

Recommendations/Actions: It is recommended the City Council:
Discuss the development of the pool park including a budget and priority list.

Attachments: Development Plan, Pavilion Design Specs
Phase 1

AMENITIES & SPACE ALLOCATION

- **Pool**: 5,000 sq ft
- **Deck Area**: 5,000 sq ft
- **Pool Building**: 2,400 sq ft
- **Maintenance Building**: 150 sq ft
- **Multi-purpose Paved Court**: 4,700 sq ft
- **Skate Park**: 4,950 sq ft
- **Pavilions**: 600 sq ft each
- **Playground**: 3,600 sq ft

Source: U.S. Fuses, USDA, USGS, AEC, Onyx LTI, Esri, Google, ArcGIS, Community, Eosky.
Pool Park Today
DAVIS PARK RELOCATION
COMMUNITY POLLING RESULTS ANALYSIS

PROJECT NO. 35-12619

Prepared by
Professional Engineering Consultants, P.A.
303 South Topeka
Wichita, KS 67202
(316) 262-2691

January 2014
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INTRODUCTION

BACKGROUND INFORMATION

Professional Engineering Consultants, P.A. (PEC) has been assisting the City of Greensburg with developing a master plan for relocating Davis Park from its current location along US-54. The Kansas Department of Transportation (KDOT) has completed a preliminary design concept for improvements to US-54 that will preserve and enhance highway safety and operational efficiency. After a comprehensive analysis of engineering factors, the design concept includes a new highway alignment that routes US-54 over Davis Park. The planned improvements necessitate the park’s relocation.

The master planning effort for the new park location(s) included:
- Recommending appropriate park development locations
- Conducting public involvement activities to identify community recreational needs and preferences
- Identifying the park’s features, facilities and amenities
- Developing concept layouts for the recommended location(s) and features such as the community pool
- Providing cost estimates for the preferred park concepts

The process used a citizen advisory committee to guide the development of a recommended two-phased implementation plan for park relocation including concept layouts. The plan includes separate locations for the two phases. Phase 1 is intended to meet overall community recreational needs with general park facilities and a new community pool. Phase 2 is oriented toward replacing the sport facilities that would otherwise be lost when US-54 is realigned. This includes two diamond sport fields and facilities for other sporting activities. The implementation plan also includes recommended future improvements in an area reserved for expansion on the Phase 1 site.

COMMUNITY MEETINGS

A round of community input meetings was conducted on January 13, 2014 as part of the public involvement effort. Three sessions were conducted with students of Kiowa County Schools (USD 422) followed by a general session intended for the community at-large. Attendees were generally engaged in the discussion. Comments were thoughtful and displayed real interest in the topic. Based on poll participation, attendance was excellent.

Individual student sessions were conducted for grades 6-8, grades 9-10 and grades 11-12. These sessions presented the advisory committee’s recommended implementation plans and concept layouts for both relocation phases. The student participants were polled to determine their preferences and level of support for the recommended plan. The evening community session was conducted in a similar manner to the student sessions. However, the evening session included detailed cost estimates for each phase along with the previously described implementation plans.

POLLING METHOD

Attendees of each input session were surveyed using audience response keypad polling. The surveys included two types of questions. One question type asked for preferences about specific park improvements or aspects of implementation. The other type of question asked respondents to indicate their level of agreement with the committee recommendations, with no option for a neutral selection. All survey questions were asked in multiple choice format.

Participants were provided small keypads with five buttons labeled 1-5 (and A-E). The keypads work similar to a garage door opener by transmitting a radio signal to a receiver installed on a laptop computer. Multiple choice questions are included in a PowerPoint® presentation. As each question is asked, audience members press the button that corresponds with their desired response. The responses are tabulated by the computer’s polling software and the results shown immediately in the form of a chart or graph. The response data is stored for later analysis.

Attendance of the general community session exceeded the number of available keypads, which was 75. Paper surveys were distributed to those who did not receive a keypad. Out of 113 total participants, 75 respondents used keypads and 38 used the paper survey instrument. Only keypad responses were able to be shown onscreen during the presentation. Paper survey responses were manually added to the exported dataset.
COMMENTS & STATISTICS

In reviewing the data, answers that garner a majority response generally represent a consensus. Plurality responses may require further analysis or follow-up polling when a consensus is being sought, depending upon the degree of variance between the responses. Level of agreement questions are typically assessed in a slightly different manner. All responses in agreement are combined. The sum represents the general level of overall agreement. Likewise, all responses in disagreement are combined and totaled to determine the general level of overall disagreement. The majority response between overall agreement and overall disagreement responses indicates the consensus of participants.

The polling exercises conducted during these meetings do not represent a random sample of the Greensburg target populations. A total of 137 students responded to the student session polls. However, the school serves a geographic area larger than Greensburg proper. It is unknown what portion of poll respondents were Greensburg residents. Subsequently, the student results reflect a degree of overcoverage bias relative to a target population of Greensburg students only. The general community session had 113 poll respondents. The meeting was open to the public and advertised locally. Individuals from anywhere were free to choose whether or not to attend. Therefore, general session poll results also contain sampling error. Since there is no means of measuring the degree of bias, margin of error or confidence level, the polling cannot be defined as a “scientific” survey.

The levels of participation are relatively substantial, however, compared against Greensburg’s total population\(^1\) of 777 and population of 171 under age 18. Not accounting for sampling error, poll participation for the student sessions represents 80.1% of the target population under age 18 and general session participation was 14.5%. With this in mind, these results are fairly representative of overall community opinion regardless of statistical technicalities. Community officials can be reasonably confident in relying upon the consensus responses during the decision-making process.

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\(^1\) US Census Bureau, 2010 Decennial Census
STUDENT SESSION POLL RESULTS

**QUESTION 1**

<table>
<thead>
<tr>
<th>What is your favorite feature?</th>
<th>Grades 6 - 8</th>
<th>Grades 9 - 10</th>
<th>Grades 11 - 12</th>
<th>Total Grades 6 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
<td>Percent</td>
</tr>
<tr>
<td>Concession Stand</td>
<td>4</td>
<td>8.9%</td>
<td>1</td>
<td>2.1%</td>
</tr>
<tr>
<td>Diving Board</td>
<td>13</td>
<td>28.9%</td>
<td>25</td>
<td>53.2%</td>
</tr>
<tr>
<td>Teen Hangout</td>
<td>18</td>
<td>40.0%</td>
<td>11</td>
<td>23.4%</td>
</tr>
<tr>
<td>Slide</td>
<td>9</td>
<td>20.0%</td>
<td>10</td>
<td>21.3%</td>
</tr>
<tr>
<td>Shade</td>
<td>1</td>
<td>2.2%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>45</td>
<td>100.0%</td>
<td>47</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Question 1 was asked in reference to the community pool concept, as recommended by the committee. Responses are indicative of favorite pool features. All five possible responses are included in the pool concept.

**QUESTION 2**

<table>
<thead>
<tr>
<th>Would you hang out at this pool?</th>
<th>Grades 6 - 8</th>
<th>Grades 9 - 10</th>
<th>Grades 11 - 12</th>
<th>Total Grades 6 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
<td>Percent</td>
</tr>
<tr>
<td>All the time</td>
<td>26</td>
<td>57.8%</td>
<td>15</td>
<td>31.9%</td>
</tr>
<tr>
<td>Sometimes</td>
<td>14</td>
<td>31.1%</td>
<td>27</td>
<td>57.4%</td>
</tr>
<tr>
<td>Never</td>
<td>5</td>
<td>11.1%</td>
<td>5</td>
<td>10.6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>45</td>
<td>100.0%</td>
<td>47</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Based on the responses provided for Question 2, the pool should become a favorite summer hangout upon the completion of construction. The responses indicate a generally favorable opinion of the recommended pool concept.

**QUESTION 3**

<table>
<thead>
<tr>
<th>Would you hang out in this park?</th>
<th>Grades 6 - 8</th>
<th>Grades 9 - 10</th>
<th>Grades 11 - 12</th>
<th>Total Grades 6 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
<td>Percent</td>
</tr>
<tr>
<td>All the time</td>
<td>31</td>
<td>68.9%</td>
<td>12</td>
<td>25.0%</td>
</tr>
<tr>
<td>Sometimes</td>
<td>13</td>
<td>28.9%</td>
<td>30</td>
<td>62.5%</td>
</tr>
<tr>
<td>Never</td>
<td>1</td>
<td>2.2%</td>
<td>6</td>
<td>12.5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>45</td>
<td>100.0%</td>
<td>48</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Question 3 discussion and graph are found on the next page.
Question 3 was asked in reference to the Phase 1 park relocation site. The responses indicate a generally favorable opinion of the recommended Phase 1 concept.

**QUESTION 4**

<table>
<thead>
<tr>
<th>Question 4</th>
<th>Grades 6 - 8</th>
<th>Grades 9 - 10</th>
<th>Grades 11 - 12</th>
<th>Total Grades 6 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
<td>Percent</td>
</tr>
<tr>
<td>Do you like the idea of a skate park?</td>
<td>Yes</td>
<td>32</td>
<td>71.1%</td>
<td>26</td>
</tr>
<tr>
<td>No</td>
<td>13</td>
<td>28.9%</td>
<td>22</td>
<td>45.8%</td>
</tr>
<tr>
<td>Total</td>
<td>45</td>
<td>100.0%</td>
<td>48</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Question 4 was asked to ascertain the level of support for the skate park facility included in the Phase 1 recommended concept. Skate parks are a current trend in park facilities. Usage is relatively high for well designed skate parks. Middle to high school age children are the primary users of skate facilities.

The responses indicate a generally favorable opinion of including a skate park with Phase 1 improvements.

**QUESTION 5**

<table>
<thead>
<tr>
<th>Question 5</th>
<th>Grades 6 - 8</th>
<th>Grades 9 - 10</th>
<th>Grades 11 - 12</th>
<th>Total Grades 6 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
<td>Percent</td>
</tr>
<tr>
<td>Would you use the skate park?</td>
<td>Yes</td>
<td>24</td>
<td>53.3%</td>
<td>13</td>
</tr>
<tr>
<td>No</td>
<td>21</td>
<td>46.7%</td>
<td>35</td>
<td>72.9%</td>
</tr>
<tr>
<td>Total</td>
<td>45</td>
<td>100.0%</td>
<td>48</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Question 5 goes a step further than level of support to determine the possible degree of use a skate park might be expected to see. The responses indicate nearly half of local age group children would be likely to use the skate facility if built.
**QUESTION 6**

<table>
<thead>
<tr>
<th>Question 6</th>
<th>Grades 6 - 8</th>
<th>Grades 9 - 10</th>
<th>Grades 11 - 12</th>
<th>Total Grades 6 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number</td>
<td>Percent</td>
<td>Number</td>
<td>Percent</td>
</tr>
<tr>
<td>Lazy River</td>
<td>30</td>
<td>66.7%</td>
<td>29</td>
<td>61.7%</td>
</tr>
<tr>
<td>Miniature Golf</td>
<td>6</td>
<td>13.3%</td>
<td>12</td>
<td>25.5%</td>
</tr>
<tr>
<td>Dog Park</td>
<td>3</td>
<td>6.7%</td>
<td>3</td>
<td>6.4%</td>
</tr>
<tr>
<td>More Playground Space</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Leave as Open Space</td>
<td>6</td>
<td>13.3%</td>
<td>3</td>
<td>6.4%</td>
</tr>
<tr>
<td>Total</td>
<td>45</td>
<td>100.0%</td>
<td>47</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Responses to Question 6 indicate over 60% of respondents prefer a lazy river as a future phase improvement. This indicates strong support for the committee’s preferred future phase development.

**QUESTION 7**

<table>
<thead>
<tr>
<th>Question 7 (Verbal responses in no particular order)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other future phase options that are not included in the poll questions</td>
</tr>
<tr>
<td>Sand/beach volleyball</td>
</tr>
<tr>
<td>Sculpture/art garden</td>
</tr>
<tr>
<td>Obstacle course</td>
</tr>
<tr>
<td>Pond or water features</td>
</tr>
<tr>
<td>Larger swimming pool</td>
</tr>
<tr>
<td>Glow in dark mini-golf</td>
</tr>
</tbody>
</table>

Question 7 asked session attendees to provide other possible future phase improvements that were not included as possible responses for Question 6.
GREEN general session poll results

question 1
Nearly 87% of responses generally agree with the committee’s recommended pool space allocation. This is indicative of the community consensus. Mostly Agree accounted for 46% of responses.

<table>
<thead>
<tr>
<th>Question 1</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mostly Agree</td>
<td>52</td>
<td>46.0%</td>
</tr>
<tr>
<td>Somewhat Agree</td>
<td>46</td>
<td>40.7%</td>
</tr>
<tr>
<td>Somewhat Disagree</td>
<td>7</td>
<td>6.2%</td>
</tr>
<tr>
<td>Mostly Disagree</td>
<td>8</td>
<td>7.1%</td>
</tr>
<tr>
<td>Total</td>
<td>113</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

question 2
About 86% of responses generally agree with the committee’s recommended pool features. This is indicative of the community consensus. Mostly and Somewhat Agree accounted for equal 42.6% response rates.

<table>
<thead>
<tr>
<th>Question 2</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mostly Agree</td>
<td>48</td>
<td>42.9%</td>
</tr>
<tr>
<td>Somewhat Agree</td>
<td>48</td>
<td>42.9%</td>
</tr>
<tr>
<td>Somewhat Disagree</td>
<td>12</td>
<td>10.7%</td>
</tr>
<tr>
<td>Mostly Disagree</td>
<td>4</td>
<td>3.6%</td>
</tr>
<tr>
<td>Total</td>
<td>112</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

question 3
Over 75% of responses generally agree with the committee’s recommended Phase 1 space allocation. This is indicative of the community consensus. Mostly Agree accounted for 46% of responses.

<table>
<thead>
<tr>
<th>Question 3</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mostly Agree</td>
<td>51</td>
<td>45.9%</td>
</tr>
<tr>
<td>Somewhat Agree</td>
<td>33</td>
<td>29.7%</td>
</tr>
<tr>
<td>Somewhat Disagree</td>
<td>18</td>
<td>16.2%</td>
</tr>
<tr>
<td>Mostly Disagree</td>
<td>9</td>
<td>8.1%</td>
</tr>
<tr>
<td>Total</td>
<td>111</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
QUESTION 4
75% of responses generally agree with the committee’s recommended Phase 1 park features. This is indicative of the community consensus. However, Somewhat Agree accounted for a slightly higher percentage of responses than Mostly Agree. Future polling/surveying, if conducted, should be designed to ascertain the levels of support for the individual park features.

<table>
<thead>
<tr>
<th>Question 4</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mostly Agree</td>
<td>41</td>
<td>36.6%</td>
</tr>
<tr>
<td>Somewhat Agree</td>
<td>43</td>
<td>38.4%</td>
</tr>
<tr>
<td>Somewhat Disagree</td>
<td>20</td>
<td>17.9%</td>
</tr>
<tr>
<td>Mostly Disagree</td>
<td>8</td>
<td>7.1%</td>
</tr>
<tr>
<td>Total</td>
<td>112</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

QUESTION 5
Over 82% of responses generally agree with the committee’s recommended Phase 2 space allocation. This is indicative of the community consensus. Mostly Agree accounted for over 50% of responses.

<table>
<thead>
<tr>
<th>Question 5</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mostly Agree</td>
<td>59</td>
<td>52.7%</td>
</tr>
<tr>
<td>Somewhat Agree</td>
<td>35</td>
<td>31.3%</td>
</tr>
<tr>
<td>Somewhat Disagree</td>
<td>12</td>
<td>10.7%</td>
</tr>
<tr>
<td>Mostly Disagree</td>
<td>6</td>
<td>5.4%</td>
</tr>
<tr>
<td>Total</td>
<td>112</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

QUESTION 6
Over 81% of responses generally agree with the committee’s recommended Phase 2 park features. This is indicative of the community consensus. Mostly Agree accounted for 48.2% of responses.

<table>
<thead>
<tr>
<th>Question 6</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mostly Agree</td>
<td>54</td>
<td>48.2%</td>
</tr>
<tr>
<td>Somewhat Agree</td>
<td>37</td>
<td>33.0%</td>
</tr>
<tr>
<td>Somewhat Disagree</td>
<td>14</td>
<td>12.5%</td>
</tr>
<tr>
<td>Mostly Disagree</td>
<td>7</td>
<td>6.3%</td>
</tr>
<tr>
<td>Total</td>
<td>112</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
QUESTION 7
Responses show 40% support for leaving the space reserved for future phase expansion as undeveloped. This response may indicate the lack of an acceptable alternative in the answer choices or may truly indicate open space as the plurality preference. However, the verbal response of Ampitheater (see Question 11) received a favorable audience reaction. Future polling/surveying, if conducted, should be designed to include other alternative answers.

QUESTION 8
Responses indicate a slight preference for constructing future phase improvements along with Phase 1 improvements. However, given the level of support for open space (see Question 7) the preferred timing of future expansion may depend upon the improvements that are eventually chosen.

QUESTION 9
Over 75% of responses generally agree with the committee’s overall recommendations for Phase 1 and Phase 2 Davis Park relocation concepts. This is indicative of the community consensus. Mostly Agree accounted for over 43% of responses.
QUESTION 10
The verbal suggestion of Ampitheater received a favorable response from the audience. This option should be included as an answer choice if future polling/surveying is conducted.

<table>
<thead>
<tr>
<th>Question 10 (Verbal responses in no particular order)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other future phase options that are not included in the poll questions</td>
</tr>
<tr>
<td>Ampitheater</td>
</tr>
<tr>
<td>Hike/bike trail</td>
</tr>
</tbody>
</table>

QUESTION 11
Several attendees provided the summarized verbal comments listed to the right.

<table>
<thead>
<tr>
<th>Question 11 (Verbal responses in no particular order)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other comments</td>
</tr>
<tr>
<td>The airport site is a potential alternate park location.</td>
</tr>
<tr>
<td>There are drainage issues on the Phase 1 site that need to be considered.</td>
</tr>
<tr>
<td>The pool should be larger than proposed.</td>
</tr>
<tr>
<td>Pool design should accommodate competitive swimming.</td>
</tr>
<tr>
<td>Pool should be enclosed for year-round use.</td>
</tr>
<tr>
<td>Do we need more parks? How many parks are too many?</td>
</tr>
<tr>
<td>The block between City Hall and Big Well would be a better Phase 1 site.</td>
</tr>
<tr>
<td>Are the Phase 2 tennis courts needed?</td>
</tr>
</tbody>
</table>
WRITTEN COMMENT FORMS

The general session attendees were provided written comment forms. A total of 15 written comments were submitted, scanned and included in this section. It should be noted that those who submitted written comments also participated in the polling exercise. Preferences indicated in written comments that duplicate survey topics should not be considered as additional votes on the subject. Rather, such comments should be viewed as providing supplemental information only.

\[\text{Davis Park Relocation Comment Form}\]

Please provide your comments about the park relocation.

\[\text{We need a lazy river.}\]

\[\text{Davis Park Relocation Comment Form}\]

Please provide your comments about the park relocation.

\[\text{Get rid of the skate park and make the pool bigger.}\]

\[\text{Davis Park Relocation Comment Form}\]

Please provide your comments about the park relocation.

\[\text{Not sure public pool would be good in a residential area.}\]
Davis Park Relocation
Comment Form

Please provide your comments about the park relocation.

I applaud the work of this Committee and I know that they have worked hard on this.

I strongly urge them to consider an indoor pool or at least a partially indoor pool. We are looking at facilities that are going to cost a min. of $6 million dollars and they can only feasibly be used 3 months out of the year. I would rather see less amenities (I don’t think we need a ski to park at all) and a bigger indoor pool.

More people would be able to use it year round through such things as water exercise and pool parties. I have heard from someone from Buckhie and they would like to see the indoor pool as well. They have people there that drive to DC to swim for exercise and they are tired of that drive. I think we would be surprised how many people would use an indoor pool.

Written Comment Forms
Davis Park Relocation
Comment Form

Please provide your comments about the park relocation.

Locations - Phase 1 good area - children must cross streets a lot! parking same area as pool
Phase 2 - good use of space
Would like to see larger pool! Really crowded most days now.

Like suggestion to put across from City Hall

Davis Park Relocation
Comment Form

Please provide your comments about the park relocation.

I would like to see a walking, running, bike trail installed for the general public. Also there is really nothing for seniors to do for activities and a walking trail would benefit seniors as well as general public.
Davis Park Relocation
Comment Form

Please provide your comments about the park relocation.

1. Why not build a covered olympic size swimming pool with a walking track and exercise equipment and sell memberships.

2. Davis Park Relocation
Comment Form

Please provide your comments about the park relocation.

- Pool needs to be bigger.

- Walking path would be great around pool or around ball park.

3. Davis Park Relocation
Comment Form

Please provide your comments about the park relocation.

- No skate Park

- Bigger Pool
Davis Park Relocation
Comment Form

Please provide your comments about the park relocation.

Between Big well & Commons

We need a big water park
to attract a wide area.
The 5,000 sq ft design is way too small

Davis Park Relocation
Comment Form

Please provide your comments about the park relocation.

I hate to see the pool decrease in size by half. I saw no mention of space for adult swimmers - aerobics area. I can't imagine where there would be room...
Please provide your comments about the park relocation.

I think the pool should be larger - at least of the size it was before.

I don’t think we need a skateboard park, lazy river or dog park.

I would like the blocks between the BigWell and the Commons building should be given more consideration. We need that area utilized and beautified - if not for a pool, put something there.

---

Please provide your comments about the park relocation.

Phase 1: I’d like to see a bigger pool & no skate park.

Phase 2: We don’t really need another tennis court when there is already one so close.
Please provide your comments about the park relocation.

I feel as if, if you're going to spend all that money on a "skate park" that only maybe 3 kids will use, you should consider making the pool bigger. That's what we like. Who cares about the ratings.

- and -

The lazy river should be included in the actual pool.
All quotation drawings are preliminary only, not to be used for installation of any kind.
All quotation drawings are preliminary only, not to be used for installation of any kind.
Projected Ground Plan

DATE: 04/09/14

MODEL: 30' (AS) Square Duo-Top Structure

QUOTE #: 39732
Design Note:
All foundation design information should be considered as preliminary only. A local soils engineer shall be retained to design the foundation according to local conditions and codes. Final design of the footing/foundation is the responsibility of the general contractor/owner.

COLUMN BASE-PLATE PLAN

- Column (C1)
- 1/2" Expansion Material (NIC)
- Control Joint (NIC)
- 4" Concrete Slab (NIC)
- Compacted Fill (NIC)

Template

ANCHOR BOLT TEMPLATE ASSEMBLY

- 3/4-10 Hex Nut
- 3/4-10 Anchor Bolt

J-Bolts
Rebar Cage As Required

CONCRETE FOOTING
BENEATH (NIC)

T.S. COLUMN
BASE PLATE

Ph: 1-800-356-4727
Fx: 770-834-6495

MODEL: 30' (AS) Square Duo-Top Structure

DATE: 04/09/14

DRAWN BY: M.R.I.

150 Adamson Ind. Blvd.
Carrollton, GA 30117

SHEET: 4

QUOTE #: 39732
Material Specifications and Notes:
1. All structural steel tubing shall be ASTM A–500 Grade B–C.
2. All other steel (plates, gussets, etc.) shall be ASTM A–36.
3. All welding is to be done in accordance with latest AWS standards. All 
   welds are to develop full strength of component parts. (E7081 Electrodes)
4. All bolts to be ASTM A–325 & threaded rod to be ASTM B–7.
5. All fabricated steel & structural tubes to be sand blasted to a white condition
   Electrostatic Special Epoxy TGIC Primer Applied – 3 mils.
   Final cure of coating at 450 degrees for 30 to 45 minutes.

Roofing Materials—24 Ga. 50 Ksi 1 1/4” Dp x 36” Wide R–Panel Pre–Cut Metal Roofing.

Erection Notes:
All members must be properly braced until the complete structural system 
has been constructed.

This building has been designed as a free standing, open structure. If walls 
are to be added, or if the building is to adjoin another structure, or if 
other modifications are to be made, the structure must be reengineered 
prior to these modifications.

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N.I.C. = NOT IN CONTRACT