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) RECOGNITIONS, PROCLAMATIONS, AWARDS & NOMINATIONS
   1. Tourism Board- Patrick Kumar (December 2020)

F) CONSENT AGENDA
   These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.
   1. Approval of Minutes
      a. Regular Meeting – May 7, 2018
   2. Appropriation Ordinance
      a. Ordinance #1124
   3. Malt Beverage Permit
      a. Triangle Rodeo Club

G) ITEMS OF BUSINESS
   1. KPP Report- Mark Chesney
   2. Code Review Chapter VII, Article 6 Weeds
   3. Kansas Gas Contract- Grant of Right of Way
   4. Road Preservation Project Proposals
   5. Policing Goals Discussion

H) CITY ATTORNEY’S REPORT

I) CITY ADMINISTRATOR’S REPORT

J) GOVERNING BODY COMMENTS

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
May 7, 2018
City Hall

A) CALL TO ORDER
Mayor Robert Dixson called the May 7, 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, and Sandy Jungemann. Pam Reves was absent. Trummel made a motion to approve the agenda as presented. The motion was seconded by Christenson, and the motion passed 4-0.

D) CITIZEN COMMENTS
There were no citizen comments.

E) CONSENT AGENDA
Jungemann made a motion to approve the Consent Agenda as presented. Kern seconded and the motion passed 4-0.

F) ITEMS OF BUSINESS
There were no items of business presented.

G) CITY ATTORNEY’S REPORT
City Attorney Clayton Kerbs was not present for tonight’s meeting.

H) CITY ADMINISTRATOR’S REPORT
   Economic Development is looking to sponsor destination boot camp training. There are currently 3 local businesses participating. With 6 or more participants, an additional training would be done here in Greensburg.
   EMC Insurance has sent the City’s annual Safe Group Refund. This year the amount was $11,484.00.
   Greensburg Housing Authority will have an unexpired term to fill. Terry Mayhew has submitted his resignation, effective June 30th.
   Matthew Anderson has accepted the City’s offer of employment as a Lineman. His first day at work will be June 4th.
   The Big Kansas Road Trip, held last weekend, was a great success! Tourism Director Stacy Barnes was very active in organizing the experience for Barber, Comanche, and Kiowa Counties.
   The next Council Meeting will have agenda items that include the renewal of an easement agreement between the City and Kansas Gas Service. Ludwig has sent the document to the City Attorney for review. Also, Council will discuss policing goals. Ludwig and Police Chief Paul Alvarez are working on a survey to present, in an attempt to learn what Council feels Alvarez’s focus should be. Staff also hopes to present bids for street repairs.
   Community Clean-up is Saturday, May 19th.
   The Swimming Pool has been filled earlier than usual, in hopes that it will be warmed up a bit before opening day. Travis Powell will be the pool manager again this season.
   The VoIP phone transition through AT&T has been a struggle. The transition
scheduled for April 25th failed due to faulty equipment. That equipment has been replaced and the transition has been rescheduled for May 9th.

**Local Artists** displayed paintings in the vacant, corner retail space of the Business Incubator during the Big Kansas Road Trip. Their art will remain in the space through the Memorial Weekend Arts and Crafts Fair. Don Schroeder, organizer, is interested in discussing future plans for use of that space.

I) **GOVERNING BODY COMMENTS**

Dixson commended those involved for a tremendous job on the Big Kansas Road Trip. Jungemann concurred. She stated that Kook’s had reported serving over 130 steak meals Thursday evening and 5 times their normal business on Friday.

Kern advised that she had concerns voiced to her over the current condition of the ball fields and who is responsible for maintaining the fields. Staff has spoken to Cinda Morehead, Director of Greensburg Recreation. The Rec. Commission is in charge of maintaining the fields and plans to have some dirt brought in, in an effort to combat the infestation of stickers. They are also aware of some lights that are not working. There has been some confusion regarding who is responsible for maintenance, as well as a time frame in which KDOT may purchase the property as part of its expansion of Hwy 54.

J) **ADJOURNMENT**

Dixson declared the meeting adjourned at 6:19 p.m.

___________________________________   ______________________________
Robert A. Dixson, Mayor     Christy Pyatt, City Clerk
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<td>DISCOVER KANSAS</td>
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<td>TECH SUPPORT VOIP SWITCH</td>
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APPROPRIATION ORD. 1124

05.18.2018
**CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

☐ City or □ County of **Greensburg**

### SECTION 1 – LICENSE TYPE

Check One: ☐ New License ☐ Renew License ☐ Special Event Permit

☐ License to sell cereal malt beverages for consumption on the premises.
☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

### SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-K133333514-F01

I have registered as an Alcohol Dealer with the TTB. ☐ Yes (required for new application)

<table>
<thead>
<tr>
<th>Name of Corporation</th>
<th>Principal Place of Business</th>
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<tbody>
<tr>
<td>Triangle Rodeo Club</td>
<td>Greensburg, KS</td>
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<table>
<thead>
<tr>
<th>Corporation Street Address</th>
<th>Corporation City</th>
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</thead>
<tbody>
<tr>
<td>812 N. Bay Street</td>
<td>Greensburg</td>
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</tbody>
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| Date of Incorporation     | Articles of Incorporation are on file with the |
|---------------------------| Secretary of State. |

<table>
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<tr>
<th>Resident Agent Name</th>
<th>Phone No.</th>
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<tr>
<td>Rikki Hager</td>
<td>620-255-0065</td>
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<th>City</th>
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<tbody>
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<td>707 N. Dellinger</td>
<td>Bucklin</td>
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### SECTION 3 – LICENSED PREMISE

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<tr>
<th>Licensed Premise (Business Location or Location of Special Event)</th>
<th>Mailing Address (If different from business address)</th>
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<tr>
<td>DBA Name</td>
<td>Name</td>
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<td>Triangle Rodeo Club</td>
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</table>

<table>
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<tr>
<th>Business Location Address</th>
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<td>PO Box 35</td>
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<tr>
<th>City</th>
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<tbody>
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<td>Greensburg</td>
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<th>Business Phone No.</th>
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<tr>
<th>Business Location Owner Name(s)</th>
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<tr>
<td>Triangle Rodeo Club</td>
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### SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

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<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date of Birth</th>
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Page 1 of 4

AG CMB Corporate Application (Rev. 10.25.17)
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</table>
SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent. ☑ Yes ☐ No

If yes, provide the following:

Manager/Agent Name
Rikki Hager

Residence Street Address
707 N. Dellinger

City
Bucklin

Zip Code
67834

Manager or Agent Spousal Information*

Spouse Name

Phone No.
620-255-0065

Date of Birth
03/15/1980

City

Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE

Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 been convicted of, released from incarceration for or release from probation or parole for any of the following crimes*:

☐ Yes ☑ No

(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.

Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:

☐ Yes ☑ No

(1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.

All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.

☑ Yes ☐ No

SECTION 7 – DURATION OF SPECIAL EVENT

Start Date
May 24, 2018

Time
12:00 ☑ PM ☐ AM

End Date
May 27, 2018

Time
12:00 ☑ PM ☐ AM

Proceed to Section 8 on the next page.
SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: □ 8 ½” by 11” drawing attached.

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE: _____________________________________________________________________ DATE 5/3/2018

FOR CITY/COUNTY OFFICE USE ONLY:

☐ License Fee Received Amount $ __________________ Date __________________

($25 - $50 for Off-Premise license or $25-200 On-Premise license)

☐ $25 CMB Stamp Fee Received Date __________________

☐ Background Investigation ________________ ☐ Completed Date ________________ ☐ Qualified ☐ Disqualified

☐ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved ______________________ Valid From Date ________________ to ________________ By: ______________________

☐ License Renewed ________________________ Valid From Date ________________ to ________________ By: ______________________

☐ Special Event Permit Approved ______________________ Valid From Date ________________ to ________________ By: ______________________

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET, TOPEKA, KS 66612.

* Applicant’s spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant’s spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)
• Shown following are 2 preliminary proposals that are not meant to be competitive with one another
• However, Cities are invited to express an interest in either, both or neither
**For any City wishing to:**

- Prove the solar concept locally
- Provide educational opportunity
- Respond to local interest
- Reduce the administrative and technical burdens of rooftop installations

**KPP will, at KPP’s cost:**

- Install 1 community solar unit (25 kw) est. $25,000

**The City will, at the City’s cost:**

- Provide the needed land
- Provide the needed metering and communications est. $20,000 - $22,000
- Provide routine maintenance

- The unit will be a pooled resource
- The unit will not be registered and will not be included in bid offers
- Energy generated is monthly credited to offset the energy charge
- No demand charge offsets
- Cities are free to sell subscriptions at terms suitable to the City
- No additional capacity will be installed in a city until the membership determines
- Cities are invited to consider and give a non-binding indication of their interest to have further discussion
- It should be understood that any and every installation cost, as explained, will be borne by the Pool and therefore proportionally by all KPP members
• KPP may consider installing one (1) small scale solar collector in a single location
• The installation size may be expected to be approximately 500 kW
• Although the amount of energy generated is still negligible, this larger installation will command a more prominent footprint
• Installation cost is anticipated, but not guaranteed, to be approximately $500,000 - $600,000
• Cities are invited to consider and give a non-binding indication of their interest to have further discussion
• It should be understood that any installation cost will be borne by the Pool and therefore proportionally by all KPP members
Chapter VII, Article 6

- 8-601:
  - Property owners are responsible to maintain weeds on their property.
  - Property owners are responsible for weeds growing in areas between properties to the centerline (streets, alleys, sidewalks, easements, rights-of-way, etc.)
Chapter VII, Article 6

• 8-602:
  – Weeds and grasses can not be taller than 12 inches.
  – Weeds are not allowed to become a fire hazard, harbor animals, or cover debris/trash.
Chapter VII, Article 6

• 8-603:
  – One time each year notice of violation (via certified mail) must be sent out to properties in violation.
  – Owners have 10 days from the “receipt of the notice” to cut or destroy the weeds
    • Staff has historically waited 10 days from the date on the “return receipt”
Chapter VII, Article 6

• 8-603:
  – Property owners can request a hearing before the governing body within 5 days of the receipt.
  – The City has the authority after 10 days to cut weeds and assess charges to the property owner.
  – Notice only has to be given once each year. Following the first notice the city can mow at anytime the property is not in compliance.
Chapter VII, Article 6

- Staff typically sends 40-50 notices each year via certified mail. ($340)
- Depending on the year staff mows delinquent properties 20-50 times.
- Property owners are assessed a fee of $375 each time the City mows.
- Most of these properties are delinquent on taxes, and the city typically has 1 property pay the mowing fees each year.
Chapter VII, Article 6

• Questions to ask:
  – Is the $375 an appropriate fee for delinquent mowing?
  – How aggressive should staff be with this code? (ie if weeds on edge of yard grow tall, but the rest of the yard is maintained).
  – Beyond certified mail what other types of communications should be made to delinquent property owners? (Phone calls).
  – Should staff go by the return receipt or date of the certified mail receipt?
ARTICLE 6. WEEDS

8-601. Weeds to be removed.

It shall be unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds to remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

(Ord. 861, Sec. 1; Code 2007)

8-602. Definitions.

Weeds as used herein, means any of the following:

(a) Brush and woody vines, and sapling trees less than 1 1/2 inch in diameter, shall be classified as weeds;

(b) Weeds and grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;

(c) Weeds which bear or may bear seeds of a downy or wingy nature.

(d) Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;

(e) Weeds and grasses on or about property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed 12 inches in height.

(f) Weeds which obscure debris or locations of filth and trash.  

(Ord. 861, Sec. 2; Code 2007; Code 2014)

8-603. Public officer; notice to remove.

(a) The mayor with the consent of the council shall designate a public officer to be charged with the administration and enforcement of this article. The public officer or authorized assistant shall give written notice to the owner, occupant or agent of such property by certified mail, return receipt requested, or by personal service to cut or destroy weeds; provided, however, that if the property is unoccupied and the owner is a nonresident, such notice shall be sent by certified, return receipt requested, to the last known address of the owner. Such notice shall only be given once per calendar year.

(b) The notice to be given hereunder shall state:

(1) that the owner, occupant or agent in charge of the property is in violation of the city weed control law;

(2) that the owner, occupant or agent in control of the property is ordered to cut or destroy the weeds within 10 days of the receipt of the notice;

(3) that the owner, occupant or agent in control of the property may request a hearing before the governing body or its designated representative within five days of the receipt of the notice or, if the owner is
unknown or a nonresident, and there is no resident agent, 10 days after notice has been published by the city clerk in the official city newspaper;

(4) that if the owner, occupant or agent in control of the property does not cut or destroy the weeds or fails to request a hearing within the allowed time the city or its authorized agent will cut or destroy the weeds and assess the cost of the cutting or destroying the weeds, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property;

(5) that the owner, occupant or agent in control of the property will be given an opportunity to pay the assessment, and if it is not paid within 30 days of such notice, it will be added to the property tax as a special assessment;

(6) that no further notice will be given during the current calendar year prior to the removal of weeds from the property; and,

(7) that the public officer should be contacted if there are questions regarding the order.

(c) If there is a change in the record owner of title to property subsequent to the giving of notice pursuant to this subsection, the city may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds on such property unless the new record owner of title to such property is provided notice as required by this article.

(Ord. 861, Sec. 3; Code 2007)

8-604. Abatement; assessment of costs.

(a) If the owner, occupant or agent in charge of the property has neither alleviated the conditions causing the alleged violation nor requested a hearing within the time periods specified section 8-603, the public officer or an authorized assistant shall abate or remove the conditions causing the violation.

(b) If the city abates or removes the nuisance pursuant to this section, the city shall give notice to the owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section.

(c) The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full.

(K.S.A. 12-1617f; Ord. 861, Sec. 4; Code 2007)

8-605. Right of entry.

The public officer, and the public officer’s authorized assistants, employees, contracting agents or other representatives are hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of making inquiry and inspection to determine if a nuisance exists, cutting, destroying and/or removing such weeds in a manner not inconsistent with this article.

(Ord. 861, Sec. 5; Code 2007; Code 2014)

8-606. Unlawful interference.
It shall be unlawful for any person to interfere with or to attempt to prevent the public officer or the public officer’s authorized representative from entering upon any such lot or piece of ground or from proceeding with such inspection, cutting and destruction. Such interference shall constitute a code violation.

(Ord. 861, Sec. 6; Code 2007; Code 2014)

8-607. Noxious weeds.

(a) Nothing in this article shall affect or impair the rights of the city under the provisions of Chapter 2, Article 13 of the Kansas Statutes Annotated, relating to the control and eradication of certain noxious weeds.

(b) For the purpose of this article, the term noxious weeds shall mean kudzu (Pueraria lobata), field bindweed (Convolvulus arvensis), Russian knapweed (Centaurea picris), hoary cress (Lepidium draba), Canada thistle (Cirsium arvense), quackgrass (Agropyron repens), leafy spurge (Euphorbia esula), burragweed (Franseria tomentosa and discolor), pignut (Hoffmannseggia densiflora), musk (nodding) thistle (Carduus nutans L.), and Johnson grass (Sorghum halepense).

(K.S.A. 2-1314; Ord. 861, Sec. 7; Code 2007)
TO:        Mayor and City Council
SUBJECT:   Kansas Gas Service Right of Way
PREPARED BY:  City Administrator, Kyler Ludwig

Background:
Kansas Gas service is looking to replace 10 miles of pipeline east of Greensburg. A portion of that line crosses our access road to the sewer lagoons. Kansas Gas Service is looking for the City to authorize a right of way on that road for the new pipeline. Kansas Gas Services has let City Staff know that the project is temporarily on hold while research is being done regarding tribal lands.

Analysis:
Staff has no concerns with the proposed contract with Grant Kansas Gas Service. Clayton Kerbs has reviewed the contract and does not have concerns with the language.

Recommended Action:
Approve the Grant of Right of Way contract with Kansas Gas Service and authorize staff to enter into a right of way settlement with Kansas Gas Service for a total of $500.00

Attachments:  Letter, Contract, Settlement form
April 24, 2018

Mick Kendall  
City of Greensburg Public Works  
300 S Main  
Greensburg, Kansas 67054

RE: Natural gas pipeline replacement NW¼ Section 14, Township 28 South, Range 18 West, Kiowa County, Kansas

Dear Mr. Kendall:

This summer 2018, Kansas Gas Service (KGS), a Kansas public utility, will replace 10 miles of 1950’s vintage bare steel pipeline with a new coated steel 8-inch pipeline beginning at an existing KGS gas facility located approximately 4 miles southeast of Greensburg, Kansas and extend north 6 miles.

Currently KGS operates the 1950’s vintage pipeline across the above referenced quarter section where the City of Greensburg owns a strip of land containing a sewer line and a road to access sewer lagoons. Installation of the replacement pipeline is 20-25 feet east of and parallel with the vintage pipeline and will bored under the existing road at a depth of 4 feet below surface grade. In addition, KGS request to renew and replace its existing 1950’s Grant of Right of Way with a contemporary Grant of Right of Way defining a width of right of way necessary to operate the replacement pipeline, and establish where the right of way centerline enters and exits subject property.

For your review I enclose a Grant of Right of Way with an accompanying Acknowledgment, an Exhibit A identifying the right of way boundary, a Right of Way Settlement in the amount of $ 500.00 as consideration for conveying the Grant of Right of Way and a W-9 form.

Please present said Grant of Right of Way, Exhibit A, Right of Way Settlement and W-9 to the City of Greensburg City Commission for their review and approval. Following their approval please have the City of Greensburg Mayor Bob Dixson, and City Clerk Christy Pyatt execute said Grant and have notary public complete the Acknowledgment. Please have Mayor Dixson sign the Settlement and complete W-9 where highlighted. Keep a pink portion of the Settlement for the City and place the original white and yellow copy along with the executed Grant, completed Acknowledgment and W-9 in the return envelope I provide and mail to me.

Upon my receipt of the fully executed Grant, completed Acknowledgment, signed Settlement and W-9, a Company check made payable to the City of Greensburg in the amount of $500.00 will be mailed to the address above the very next business day.
I appreciate your attention to this matter. If you have questions feel free to contact me in Topeka at 785-271-3044 or email jeff.rogers@onegas.com.

Sincerely,

[Signature]

Jeff Rogers, Contract Agent
Real Estate Services
Kansas Gas Service, a Division of ONE Gas, Inc.
501 SW Gage Blvd
Topeka, Kansas 66606
GRANT OF RIGHT OF WAY

For and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned City of Greensburg, Kansas hereinafter referred as Grantor, does hereby grant, convey and warrant unto Kansas Gas Service, a division of ONE Gas, Inc., hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, upon, across, over and through certain lands owned by Grantor situated in Kiowa County, State of Kansas and specifically described as follows:

A strip of land located in the Northwest Quarter (NW\%4) of Section 14, Township 28 South, Range 18 West of the 6th P.M., Kiowa County, Kansas, boundary of said strip identified and more particularly defined on Exhibit A attached hereto and made a part hereof,

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of 2.5 feet below the surface of said land of Grantor.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines and facilities, or any part thereof, within or upon the above described land.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstruction will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.
The Grantor, his heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes thereof herein granted to Grantee.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

Witness the hand of the Grantor(s) this _______ day of _____________, 2018.

The City of Greensburg, Kansas

________________________    _______________________
Bob Dixson, Mayor            Christy Pyatt, City Clerk

2018, before me, a Notary Public in and for said County and State aforesaid, personally appeared Bob Dixson and Christy Pyatt, to me personally known, being by me duly sworn did say that said Bob Dixson is the City Mayor, and said, Christy Pyatt, is the City Clerk of the City of Greensburg, Kansas, the municipality that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed, sealed and delivered in the name and on behalf of said Municipality by authority of its Council, and they acknowledge said instrument to be the free and voluntary act and deed of said Municipality.

WITNESS my hand and seal this day and year last above written.

Notary Public

Typed or printed name of Notary Public

My appointment expires:

P.J. No. 2018-107.10 City of Greensburg
JON 051.043.3685.010096.136520 pipe 0843

Page 2 of 2 Revised 5-1-18  2005-G-1
DESCRIPTION: (Bk 55/Pg 583)
A strip of land for sewe and road purposes in the West Half of the North West Quarter of Section Fourteen (14), in Township Twenty Eight (28) South, of Range Eighteen (18) West of the 6th P.M., more particularly described as follows:

A strip of land twenty-four (24) feet wide parallel and adjacent to the North property line of the C.R.I. & P. Railway Company, beginning at the West side of said Section Fourteen (14), and extending through said West half a North West Quarter of said Section Fourteen (14) and containing seventy three hundredths (.73) acres, more or less.

AND

DESCRIPTION: (Bk 55/Pg 585)
A strip of land for sewer and road purposes in the E 1/2 NE 1/4, S 14, T 28 S, R 18 W, of the 6th Principal Meridian in Kiowa County, Kansas more particularly described as follows:

A strip of land 24 feet wide, parallel and adjacent to the North property line of the C.R.I. & P. Railway Company property, beginning at the West side of said E 1/2 NW 1/4 Sec 14, and extending thence East to the Center of said Section 14, and containing seventy three hundredths (.73) acres, more or less.

"EXHIBIT A"

The City of Greensburg

NW 4, SEC. 14, T28S, R18W
Kiowa County, Kansas
"EXHIBIT A"

The City of Greensburg

NW4, SEC. 14, T28S, R18W
Kiowa County, Kansas

Drawn: ASJ

Issued Date: 2018

J.O. No.: KW-10
DESCRIPTION: (Bk 55/Pg 583)
A strip of land for sewer and road purposes in the West Half of the North West Quarter of Section Fourteen (14), in Township Twenty Eight (28) South, of Range Eighteen (18) West of the 6th P.M., more particularly described as follows:

A strip of land twenty-four (24) feet wide, parallel and adjacent to the North property line of the C.R.I. & P. Railway Company, beginning at the West side of said Section Fourteen (14), and extending through said West half of North West Quarter of said Section Fourteen (14) and containing seventy three hundredths (.73) acres, more or less.

AND

DESCRIPTION: (Bk 55/Pg 585)
A strip of land for sewer and road purposes in the E 1/2 NE 1/4, S 14, T 28 S, R 18 W, of the 6th Principal Meridian in Kiowa County, Kansas more particularly described as follows:

A strip of land twenty-four (24) feet wide, parallel and adjacent to the North property line of the C.R.I. & P. Railway Company property, beginning at the West side of said E 1/2 NW 1/4 Sec 14, and extending thence East to the Center of said Section 14, and containing seventy three hundredths (.73) acres, more or less.
GRANT OF RIGHT-OF-WAY

For and in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and the further consideration of $10.00, granted as for each line, to be paid when and as each line shall be laid therein, to the CITY OF GREENSBURG, KANSAS.

by... The Kansas Power and Light Company

a... corporation, the undersigned, Grantor

do... hereby grant, convey, and warrant unto the said... Grantee

described as follows: A strip of land for sewer and road purposes in Section 14, T. 23 S., R. 16 W., of the 6th Principal Meridian in Kiowa County, Kansas, more particularly as follows:

A strip of land 24 feet wide, parallel and adjacent to the North property line of the C. I. & P. Railroad Company property, beginning at the West side of said Eighth Section 14, and extending thence East to the center of said Section 14, and containing seventy-three hundredths (.73) acres, more or less.

Such pipe lines shall be laid at a minimum depth of three feet below the surface of said lands of Grantor; and said Grantor reserves the right to use and enjoy the said lands subject to the uses and purposes thereof herein granted to Grantee.

Grantee, The Kansas Power and Light Company, shall repair any damage to property of Grantor, or pay any substantial damages which may be caused to property of Grantor by the laying, operation, maintenance, alteration, removal or relaying of said pipe lines or damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

ENTERED 6.4.12

INDEXED

SUBJECT to the foregoing this grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand and seal of the Grantor... this... day of 194.

CITY OF GREENSBURG

City Clerk

Acceptor, Commissioners

On this... day of... 194... before me, a Notary Public in and for said County in the State aforesaid, personally appeared...

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free and voluntary act for the uses and purposes therein set forth.

My Commission expires... Book A-1, Page 607.
STATE OF KANSAS, KIOWA COUNTY, ss.

BE IT REMEMBERED, That on the 15th day of May, A.D. 1951, before me, the undersigned, a notary public in and for the County and State aforesaid, came Fred E. Heine, as Mayor, and Verne W. Cobb and C. V. Shank as Commissioners of the City of Greensburg, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same as such Mayor and Commissioners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.

[Signature]
Notary Public

Term expires 7/19/1952.

TO

As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the.............day of............, recorded in the Recorder's Office of............ County............, in Book............ page............, as Document No............, the undersigned hereby consent(s) and join(s) in the granting to you of the within and foregoing right-of-way easement.

WITNESSETH:

______________________________________________

Dated...........................................................

TO

The undersigned lessee(s) of the within-described premises (under lease dated.........................................................., expiring.......................................................... from.........................................................., hereby consent(s) to, and join(s) in the granting to you of the within and foregoing right-of-way easement.

WITNESSETH:

______________________________________________

Dated...........................................................

[Signature]
RIGHT-OF-WAY SETTLEMENT

DATE ______________________ AGENT ____________________

Receipt is hereby acknowledged of the sum of $ 500.00 from KANSAS GAS SERVICE
in full settlement and consideration of $ Minimum per rod 3.27
for construction of a 8" INCH natural gas pipeline on and across the premises described
as follows:

KW-10 CITY OF GREENSBURG ACCESS ROAD 54'
WIDE IN THE NW1/4 28-18W KIWU T8S KS TO ACCESS
LAGOON SYSTEM

AFE NO. 051.043.3685.010076.136520
PROJECT NO. 2018-107
LINE NO. 0843
TRACT NO. 10

OWNER'S SIGNATURE ______________________

OWNER'S ADDRESS Bob Dixon, Mayor

CHRISTY HATT, CITY CLERK
300 SOUTH MAIN
GREENSBURG, KS 67054

SPECIAL REQUEST

1.
2.
3.
4.
5.
6.

FARM TENANT
ADDRESS
SSN/ TIN
TO: Mayor and City Council
SUBJECT: Proposals – 2018 Street Preservation Project
PREPARED BY: City Administrator, Kyler Ludwig

Background:
Since 2011 the City has been using “reclamite” a product of Pro Seal for street sealing projects. On March 19th Council expressed interest in allowing for other types of street preservation products to bid on our projects.

A request for proposal was sent out and two companies responded.

Analysis:
Proseal
Reclamite Asphalt Rejuvenator- $0.82/ yd2 (5 year product)
Cleaning/Sweeping- $0.14/ yd2
Total proposed cost - $73,940

Heft and Sons
eFog- $0.68 yd2 – (2-3 year product)
eScrub- $1.65 yd2 (5-7 year product)
Chip Seal- $1.80 yd2
Staff Recommendation- Heft has offered a hybrid option where we can use any of the three provided options. Staff believes that we could work with Heft and Sons to offer a combination of eFog and eScrub to better meet the needs of our roads.
Total Costs of each product - $51,000, $123,750, $135,000

Recommended Action:
Staff recommends that council authorize staff to spend up to $100,000 through Heft and Sons for asphalt preservation.

Attachments: Proposals, Road Sealing Map
This map provides current zoning designations within the City of Greensburg, KS. Map prepared by R&S Digital Services.

1 inch = 400 feet
Kyler,

Thank you for allowing us the opportunity to provide you with a proposal for your street maintenance and preservation needs.

Many times different streets have different types of problems. For this reason, you need specific surface treatments to address the specific issues. To allow you more flexibility in treating these issues, we are offering 3 options that meet your RFP for your consideration. Any of these options may be used individually or together to address any maintenance problems that may exist or to achieve the look you may desire.

Unfortunately, due to scheduling problems I am unable to attend the proposal opening. If you are interested in our proposal, please let me know and I would be more than happy to come meet with you and discuss the many options our company can provide.

Thanks Again!

Steve Heft
Proposal Submitted To: CITY OF GREENSBURG
Street: 300 SOUTH MAIN
City, Street & Zip: GREENSBURG, KS 67054
Date: 5/18/2018
Job Description: eScrub - eFog - Chip Seal
Job Location: VARIOUS STREETS

WE HEREBY SUBMIT SPECIFICATIONS AND BID ESTIMATE FOR:

HEFT & SONS LLC PROPOSES THE THREE FOLLOWING MAINTENANCE AND PRESERVATION OPTIONS FOR YOUR CONSIDERATION AS PER YOUR REQUESTS FOR PROPOSALS.

eFog $0.68/yd²
eScrub $1.65/yd²
Conventional Chip Seal $1.80/yd²

HEFT & SONS LLC WILL PROVIDE ALL MEN, MATERIALS AND MACHINES NEEDED TO PERFORM THE SURFACE TREATMENTS.
EXISTING SURFACE MUST BE READY TO RECEIVE SURFACE TREATMENT - PATCHING IS NOT INCLUDED IN THIS PROPOSAL.

THIS PROPOSAL IS BASED ON ONE MOBILIZATION.
PROPOSAL IS BASED ON 75,000 SQUARE YARDS.

THE UNDERSIGNED HEREBY BIDS AND PROPOSES to furnish all materials and labor complete in accordance with the above specifications, the complete and total sum of $____________

PAYMENT TO BE MADE AS FOLLOWS: NET 30

Estimated Job Start Date: ___________________ Estimated Completion Date: ___________________

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN GOOD AND WORKMANLIKE MANNER ACCORDING TO UNIFORM CODE AND STANDARD PRACTICES. There will be no alterations or deviations from the specifications EXCEPT upon written orders evidencing change or modifications.

This agreement is contingent upon Acts of God, Accidents or other delays reasonably beyond the undersigned proposer’s control. Any necessary workers compensation, liability, accident or other insurance as pertain to work done per this proposal, is the undersigned proposer’s full responsibility.

NOTICE: THIS BID AND PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

AUTHORIZED SIGNATURE: __________________________
Steve Heft Partner

ACCEPTANCE OF PROPOSAL
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified for the price set forth above. Payment will be made as outlined above.

BY: ______________________ Date of Acceptance: ______________________

PO BOX 200 · 14081 I STREET · GREENSBURG, KANSAS 67054
OFFICE (620) 723-2495 · SAND PLANT (620) 723-2995 · CONCRETE PLANT (620) 723-2295 · FAX (620) 723-2215
MAKE PAVEMENT DISTRESS DISAPPEAR.

eFog, REJUVENATING FOG SEAL

You can't hide pavement distress, but you can prevent it with eFog. This polymer modified fog seal quickly rejuvenates and protects roadways, and is especially good for open graded friction course surfaces. Its dense film thickness does more than conventional fog seals to clear up problems and add years of life to your roads.

Ergon Asphalt & Emulsions, Inc.
ergonasphalt.com
INFUSE NEW LIFE INTO YOUR ROADS.
eFog is an innovative, rejuvenating fog seal that can be used to prevent pavement distress and restore essential elements in the existing asphalt. By using eFog early in the road preservation cycle, you can extend the life of a road and delay the need for more in-depth service.

MULTI-USE
Unlike the average fog seal, eFog contains rejuvenators and can be used as a bond coat or a cold pour crack filler, depending on the needs of the project.

INCREASES DURABILITY
The polymer modified asphalt base provides a more dense film thickness for increased durability and resistance to tracking.

ENHANCES SAFETY
In addition to its fast cure time, the application of eFog helps delineate driving lanes.

REDUCES COST
eFog lets you extend the life of OGFC pavements by as much as 33% with a single application.

With eFog, you can address minor cracks and return the road to traffic in as little as one hour after application.

"The material is fast breaking, allowing for the roadway to be opened to traffic in less than 45 minutes."

-ERIC PITTS, PE. FORMER STATE MAINTENANCE ENGINEER

2-3 YEARS
eScrub rejuvenating chip seal makes mass cracking in asphalt pavements disappear. During the simultaneous apply-and-seal process, a scrub broom forces an engineered emulsion with maximum sealing properties into voids and cracks.

It's not an illusion. It's reality.
BIGGER CHALLENGES REQUIRE BETTER SOLUTIONS.

eScrub is a hybrid emulsion containing a rejuvenating agent that increases pavement quality and durability. Now severe road distresses that previously required expensive mill and fill treatments can be corrected for less than half the cost.

REPAIRS DISTRESS
Efficiently correct pavements exhibiting a variety of issues such as fatigue cracking, block cracking, loss of friction, oxidation and raveling.

ENHANCES DURABILITY
Renew surface friction, protect roads from continued deterioration and extend the life of older pavements for five to seven years.

MULTIPLE USES
More than just a chip seal, eScrub can be used as a stress-absorbing interlayer or the first course of a cape seal.

REDUCES COST
Correct severely distressed pavements at less than half the cost of a mill and fill.

Unlike typical chip seals, eScrub is applied via a distributor truck with a broom, which scrubs the products into cracks to ensure that they are properly and solidly filled to protect the integrity of the road for years to come.

"Scrub sealing with eScrub is an economical and effective preservation treatment for extending pavement service life."

-R. Battey, P.E.
Principal, Besham, Smith & Partners,
Former Assistant Chief, MoDOT

5 - 7 years

Ergon Asphalt & Emulsions, Inc.
ergonasphalt.com
Attn: Mr. Ludwig and the City of Greensburg,

Please find the enclosed estimate, map, and documents supporting a 5 year achieved minimum pavement preservation with our product. The five year life cycle extension will be proven by core sample data. This will be taken 6-8 weeks after the application to provide the city with the sustainable data to support the 5 year pavement preservation.

Our measurements show an approximate total of 77,021 sqyd's. We will only charge the city for the total square yards applied.

Proseal is able to provide a history of over 20 years of service combined with core proven results for numerous cities throughout Kansas, Oklahoma, and Nebraska. We are sure to provide the proven unmatched pavement preservation needed to extend the life cycle of your asphalt well beyond the 5 year target described in the solicitation for bids.

Thank you for the opportunity to serve the City of Greensburg.

Chris Greenwell  CEO  Proseal Inc.  
(316) 650-9805
### Estimate

**PROSEAL INC.**  
P.O. BOX 741  
EL DORADO, KS 67042

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
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<tbody>
<tr>
<td>4/27/2018</td>
<td>669</td>
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</table>

#### Name / Address

CITY OF GREENSBURG  
239 S. MAIN  
GREENSBURG, KS 67054

#### Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECLAMITE ASPHALT REJUVENATOR APPLICATION</td>
<td>77,021</td>
<td>0.82</td>
<td>63,157.22</td>
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<tr>
<td>Pre and Post Sweeping Option</td>
<td>77,021</td>
<td>0.14</td>
<td>10,782.94</td>
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</table>

Thank you for the opportunity to provide Innovative Pavement Preservation. KS, OK, NE,  
[www.proseal.us](http://www.proseal.us)

Total $73,940.16
A QUICK REVIEW OF YOUR PAVEMENT PRESERVATION EXTENDED LIFE CYCLE COSTS

SAMPLE AGENCY WITH $300 000 PRESERVATION BUDGET WITH ANNUAL PRESERVATION BUDGET $2 200 000
ASSUMPTION 14 000 SQ YARDS PER LINEAR MILE

<table>
<thead>
<tr>
<th>PROJECT TYPE</th>
<th>SLURRY</th>
<th>CHIP SEAL</th>
<th>MICRO</th>
<th>HMAC OVERLAY</th>
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</thead>
<tbody>
<tr>
<td>CURRENT ANNUAL PM BUDGET</td>
<td>$200 000</td>
<td>$300 000</td>
<td>$200 000</td>
<td>$1,200,000</td>
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<tr>
<td>CONTRACT PRICE PER SQ YD</td>
<td>$2.00</td>
<td>$2.50</td>
<td>$4.00</td>
<td>$8.00</td>
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<tr>
<td>TOTAL LANE MILES RESURFACED</td>
<td>14.28</td>
<td>17.14</td>
<td>7.14</td>
<td>17.85</td>
</tr>
<tr>
<td>TOTAL LINEAR MILES RESURFACED</td>
<td>7.14</td>
<td>8.57</td>
<td>3.57</td>
<td>8.9</td>
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<tr>
<td>CURRENT LIFE CYCLE EXTENTION</td>
<td>3 YEARS</td>
<td>4 YEARS</td>
<td>5 YEARS</td>
<td>10 YEARS</td>
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<tr>
<td>CONTRACT COST P/ LINEAR MILE</td>
<td>$28 000</td>
<td>$35 000</td>
<td>$56 000</td>
<td>$112 000</td>
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</table>

SAMPLE PRESERVATION BUDGET OF $300 000 APPLIED TO ANY ONE METHOD BELOW

| CONTRACT COST P/ LINEAR MILE | $28 000 | $35 000 | $56 000 | $112 000 |
| LINEAR MILES PRESERVED        | 10.71   | 8.57    | 5.35   | 2.67     |
| SERVICE LIFE CYCLE EXTENTION  | 3 YRS   | 4 YRS   | 5 YRS  | 10 YRS   |
| CURRENT EXTENDED LIFE CYCLE COST PER LINEAR MILE | $9,300 | $8,750 | $11,200 | $11,200 |

CONCLUSION ON $300 000 PAVEMENT PRESERVATION BUDGET TO EXTEND SERVICE LIFE VERSUS LINEAR MILE LIFE CYCLE COST

<table>
<thead>
<tr>
<th>REJUVENATOR</th>
<th>$2,800</th>
<th>21.42 MILES</th>
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<td>CHIP SEAL</td>
<td>$8,750</td>
<td>8.57 MILES</td>
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<td>SLURRY</td>
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<td>10.71 MILES</td>
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<td>MICRO</td>
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<td>OVERLAY</td>
<td>$112,000</td>
<td>2.67 MILES</td>
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NOTES
Background:
In 2012 the City Council established a Police Department. Ed Trulove stated at the time that he wanted an officer to work “curb to curb” with a focus on traffic and criminal cases.

As the Department has matured many other responsibilities have been taken on. The City Administrator and Chief of Police have felt it would be beneficial to have the Governing Body review priorities for the Police Department to help focus/prioritize work efforts.

Analysis:
Staff has made a list of 23 responsibilities which have been or could be assigned to the police department. Following discussion a survey will be distributed to the Governing Body which should be returned prior to June 1st. Staff is also looking to seek community feedback on priorities.

Attachments: Survey
# Greensburg Policing Survey

A survey to determine council's priorities for the Police Department

* Required

1. **Name** *

---

On a scale from 1-10 rank how important you believe each of the following duties are in determining the success of the Greensburg Police Department

1- Not Important   5- Indifferent   10- Critical

2. **Highway Traffic Presence**

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3. **Speeding Enforcement (Highway)**

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4. **In Town Traffic Patrol**

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5. **Attendance at School Events**

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6. Participation in Community Events
   
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   **Critical**

7. Animal Control: Dog License, Animals at Large, Feral Animals
   
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   **Not Important**

   **Critical**

8. Emergency After Hours Response
   
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   **Critical**

9. Alcohol/Beverage Code Enforcement
   
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   **Critical**

10. Semi Truck/ Parking Code Enforcement
    
    *Mark only one oval.*

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    |---|---|---|---|---|---|---|---|---|----|
    | O | O | O | O | O | O | O | O | O | O  |

    **Not Important**

    **Critical**

11. Monitoring City Facilities/ Parks
    
    *Mark only one oval.*

    | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
    |---|---|---|---|---|---|---|---|---|----|
    | O | O | O | O | O | O | O | O | O | O  |

    **Not Important**

    **Critical**
12. **Monitoring the School Zone**  
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13. **Assisting Fire, EMS, and the Sheriffs Departments on Local Call-outs**  
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14. **Assisting Fire, EMS and the Sheriff’s Department on Call-outs Outside of City Limits**  
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15. **Solicitor/ Vendor Code Enforcement**  
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16. **Minimum Housing Codes/Environmental Codes - Blighted Homes, Structural Defects, Etc.**  
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17. **Firework Code Enforcement**  
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18. **Community Policing (Positive Community Engagement)**  
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19. **Enforcement of State Laws (UPOC)**  
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20. **Department Budgeting**  
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21. **Criminal Investigations**  
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22. **Regular Office Hours Open to the Public**  
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23. **Council Meeting Security**  
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24. **Community Training/ Education**
   
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25. **List any training or education courses that you feel would be valuable to the City of Greensburg Police Department.**