A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) CITIZEN COMMENTS

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 – December 16, 2019
2. Appropriation Ordinance
   a. Ordinance #1162

F) RECOGNITION: Sandy Jungemann, City Council member May 2012-January 2020

G) APPOINTMENTS: Greensburg Tree Board: Tom and Dea Corns, for terms expiring May 31, 2022

Confirm appointment of Theron McKinney as Greensburg Fire Chief, Jeremy Butler as Assistant Fire Chief

H) ITEMS OF BUSINESS

1. Annual GAAP Waiver – Resolution 2020-01
2. Convene as Greensburg Land Bank: Land Bank Annual Meeting
3. Consider Sale of Land Bank Property: 224 S. Spruce
5. Receive Merrill Yoder, Nisly Brothers to discuss trash & recycling services, new service contract
6. Receive Kiowa County Sheriff Chris Tedder, installation of flashing speed limit signs
7. 2019 Year in Review: Projects and Accomplishments

I) CITY STAFF REPORTS

J) GOVERNING BODY COMMENTS

K) EXECUTIVE SESSION

Executive session in accordance with K.S.A 75-4319(b) for personnel matters of non-elected personnel regarding City Administrator performance. 15 minutes

L) EXECUTIVE SESSION

Executive session in accordance with K.S.A. 75-4319(b) for attorney-client privilege. 15 minutes

M) 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 Stacy Barnes at administrator@greensburgks.org or call City Offices at 620-723-2751.
Greensburg City Council
December 16,2019
City Hall

A) CALL TO ORDER
Mayor Matt Christenson called the December 16, 2019 meeting to order at 6:00 p.m.

B) PLEDGE OF ALLEGIANCE & INVOCATION
The Pledge of Allegiance was said. Invocation was given by Pastor Jeff Blackburn. Christenson welcomed a local Boy Scout Troop to the meeting. Troop members are working to earn one of their merit badges.

C) ROLL CALL & APPROVAL OF THE AGENDA
Council Present: Mike McBeath, Mark Trummel, Pam Reves, Sandy Jungemann, and Haley Kern. Staff present: Administrator Stacy Barnes, City Clerk Christy Pyatt.

Barnes asked Council to add a cereal malt beverage license application from Quick Pick to the Consent Agenda and amend the Resolution number for Business Item #3 to 2019-07. Trummel made a motion to approve the agenda with the requested addition and the requested correction. McBeath seconded. Motion passed 5-0.

D) CITIZEN COMMENTS
There were no comments from those in attendance.

E) CONSENT AGENDA
Jungemann made a motion, seconded by Kern, to approve the Consent Agenda with the addition of a cereal malt beverage license application from Quick Pick. Motion passed 5-0.

F) ITEMS OF BUSINESS
1. Convene as Greensburg Land Bank: Consider property donation of 200 S. Sycamore from First Baptist Church
Council recessed at 6:04 p.m. and convened as the Land Bank. Barnes explained that she had been approached by Ted Kyle, Chairman of the First Baptist Church Trustees, regarding the possibility of the church donating its property at 200 S. Sycamore to the Land Bank. Reves asked about the zoning of the property. Pyatt advised that the property is CP-3 Downtown Commercial. Kern made a motion to accept the donation of 200 S. Sycamore into the Land Bank, with a second from McBeath. Motion passed 5-0. Trummel asked how many properties are currently in the Land Bank. Barnes responded that there were approximately 12 properties currently in the Land Bank. The Land Bank adjourned.

2. 2019 Christmas Eve Employee Holiday Half-Day Request
Council reconvened open session at 6:06 p.m. Barnes opened discussion on her requests regarding holiday time off by reminding Council that each year Administration requests additional time at Christmas or administratively gives employees additional time off. Currently the policy is that employees receive Christmas Day as a paid holiday. This year Barnes is requesting an additional ½ day on Christmas Eve. Barnes provided Council with a list of holidays approved by the County Commissioners and by the State of Kansas for their employees. Reves made a motion to approve ½ day holiday pay on Christmas Eve in 2019. Jungemann seconded. Motion passed 5-0.

Barnes requested Council formally adopt Christmas Eve as a paid holiday beginning in 2020. As written, the proposed resolution to amend the Personnel Policy Handbook section “5.1 Holidays” would provide
Administration the discretion to replace Christmas Eve or Christmas Day with another full day, depending on what days of the week they fall on. (Example: if Christmas Eve falls on Friday and Christmas Day on Saturday, the holidays given would be Thursday and Friday.) Reves made a motion to approve Resolution 2019-07 as presented. Kern seconded the motion, which passed 5-0.

4. Year to Date Financial Review
Barnes provided a brief overview of 2019 finances through Dec. 2nd. A more detailed report will be provided in January. Barnes specifically pointed out that the Big Well fund is now budgeted $100,000 more than shown, due to the previously approved budget amendment. Revenues, expenditures and the December Cash Balance were provided. Christenson asked for clarification as to why there are funds shown on the report that do not have budgets listed but show expenditures for the year. Barnes clarified that these are unbudgeted funds (i.e. Equipment Reserve, Sanitation Reserve, Special Alcohol) Purchases from those funds included the park pavilion, the concrete additions to the swimming pool apron, and the purchase of a Bobcat. Reves asked if there were any additional transfers planned for the year. Barnes explained that she will do a more thorough review for the finances before she authorizes Pyatt to make 4th quarter transfers.

G) CITY STAFF REPORTS
Barnes reported to Council on the following topics:

- **Moderate Income Housing Project Update:** Barnes and Pyatt participated in a pre-construction conference call today with Cindy Schmidt and the Kansas Housing Resources Corporation to go over project guidelines. The Schmidts have been approved for Neighborhood Revitalization. Building plans are being finalized and should be here in the next day or so. The Schmidts would like to pour concrete for at least 1 unit by the end of the year.

- **Water Treatment Plant Repair:** A few weeks ago, Utility Superintendent Mick Kendall found a skid leaking at the Water Treatment Plant. The leak has continued to worsen. Barnes administratively approved a quote from Layne Christenson for $5,885.00 to make the necessary repairs.

- **KPP Annual Meeting and 2018 Financial Scorecard Report:** Barnes attended the KPP Annual Meeting Friday, December 13th in McPherson. During the meeting, 2020 rates were approved. As predicted by Mark Chesney during his last visit with the Council, there will be a rate decrease for 2020. While in McPherson, Barnes met with Brooke Carroll, KPP, to discuss the City’s 2018 electric utility financial scorecard. Greensburg has a fairly average score. Carroll stated that she feels good about where we are financially with the electric fund, but gave some suggestions of how to improve the fund overall. Barnes will work with KPP to develop a fund balance and reserve policy. They will also conduct an electric fund rate study once the 2019 audit is complete.

- **Incubator Tenant Updates:** Barnes advised that “The Classroom,” which currently resides in Incubator suite 205, will be hatching to a larger space across the street after the first of the year. Dr. Jesse Grove, chiropractor from Dodge City, will open an evening clinic in the Incubator January 6th in suite 206. Appointments are encouraged, but walk-ins are welcome.

Trummel stated that he had stopped at the water treatment plant and observed the leak that was previously mentioned. He explained that it will take a major tear down to get to the leak and that there is PVC that won’t be reusable, which accounts for a lot of the cost of repairs. Kendall intends to have Layne Christenson make additional, necessary repairs while the system is torn apart.

Reves asked if Staff has received bids back on the street repair at Main and Ohio. Barnes acknowledged that they had, and that the area to be repaired will be dug out before the end of year, depending on weather. Concrete will be also be poured. Staff has confirmed that the timing of repairs is great for the co-op. The co-op has said that this time of year they can work their trucks around the repairs. PEC has
recommended 8”-9” of concrete. The quote received is for a 9” pour. PEC also recommended less reinforcement of the area than expected, so the price of repairs has come down from their original estimate. Jungemann asked about the depth of Main Street, recalling it being 12” thick. Reves asked if the project will take care of the curb in that area as well. Barnes confirmed that to be the case.

H) GOVERNING BODY COMMENTS
There were no additional comments from the Governing Body.

I) EXECUTIVE SESSION – Recess into executive session to discuss the City Administrator’s performance pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1).
(10 minutes)
Kern made a motion to go into executive session for non-elected personnel until 6:35 p.m. McBeath seconded. Motion passed 5-0. Barnes did not join the Executive Session.

J) ADJOURNMENT
Council reconvened open session at 6:35 p.m. No action was taken.

Barnes reminded everyone that the existing Council will meet the first meeting in January. The new Council will be sworn in January 13th in the Clerk’s office and ceremonially sworn in during the second Council meeting in January.

With nothing further to discuss, Christenson declared the meeting adjourned at 6:39 p.m.

Matt Christenson, Mayor  Christy Pyatt, City Clerk
# APPROPRIATION ORD. 1163

01.06.2020

<table>
<thead>
<tr>
<th>CHECK #</th>
<th>VENDOR</th>
<th>REFERENCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>28134</td>
<td>HAMMEKE ELECTRIC INC.</td>
<td>WT PLANT GENERATOR REPAIRS</td>
<td>$ 957.28</td>
</tr>
<tr>
<td>28135</td>
<td>KANSAS POWER POOL</td>
<td>POWER PURCHASE</td>
<td>$ 91,429.81</td>
</tr>
<tr>
<td>28166</td>
<td>AT&amp;T</td>
<td>ACCT 620 723-2116 461 2</td>
<td>$ 165.76</td>
</tr>
<tr>
<td>28167</td>
<td>BUILDING CONTROLS AND SERVICES</td>
<td>HVAC CONTROLS</td>
<td>$ 1,282.60</td>
</tr>
<tr>
<td>28168</td>
<td>GMAXX - HAVILAND TELEPHONE CO</td>
<td>PHONE/INTERNET</td>
<td>$ 988.53</td>
</tr>
<tr>
<td>28169</td>
<td>INTEGREEN SERVICES, INC</td>
<td>HVAC WORK</td>
<td>$ 1,027.55</td>
</tr>
<tr>
<td>28170</td>
<td>KANSAS GAS SERVICE</td>
<td>ACCT 510351829 1377452 45</td>
<td>$ 599.28</td>
</tr>
<tr>
<td>28171</td>
<td>KANSAS TURNPIKE AUTHORITY</td>
<td>ACCT 552325 KTAG CHARGES</td>
<td>$ 10.10</td>
</tr>
<tr>
<td>28172</td>
<td>MCDANIEL COMPANY INC.</td>
<td>BACKFLOW TEST</td>
<td>$ 465.00</td>
</tr>
<tr>
<td></td>
<td><em><strong>PRE-PAID TOTAL</strong></em>*</td>
<td></td>
<td>$ 96,925.91</td>
</tr>
<tr>
<td>28173</td>
<td>ALLIANCE AG &amp; GRAIN LLC</td>
<td>TOMCAT PACS</td>
<td>$ 22.00</td>
</tr>
<tr>
<td>28174</td>
<td>BLUE VALLEY PUBLIC SAFETY, INC</td>
<td></td>
<td>$ 3,173.28</td>
</tr>
<tr>
<td>28175</td>
<td>BTI-PRATT</td>
<td>REPAIR &amp; SUPPLIES</td>
<td>$ 41.46</td>
</tr>
<tr>
<td>28176</td>
<td>CHOICE BOOKS</td>
<td></td>
<td>$ 1.44</td>
</tr>
<tr>
<td>28177</td>
<td>CHRISTY PYATT</td>
<td>ATTENDED A FLOOD PLAN MEETING</td>
<td>$ 111.78</td>
</tr>
<tr>
<td>28178</td>
<td>CIRCLES OF KIOWA COUNTY</td>
<td>MEAL</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>28179</td>
<td>CITY OF GREENSBURG</td>
<td>JAN 202 BIG WELL RENT</td>
<td>$ 11,921.34</td>
</tr>
<tr>
<td>28180</td>
<td>CITYCODE FINANCIAL LLC</td>
<td></td>
<td>$ 1,250.00</td>
</tr>
<tr>
<td>28181</td>
<td>CLUNE &amp; COMPANY LC</td>
<td>COPIER</td>
<td>$ 100.85</td>
</tr>
<tr>
<td>28182</td>
<td>COMMERCIAL OUTDOOR LLC</td>
<td>ADVERTISING CONTRACT</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>28183</td>
<td>D.C.&amp; B. SUPPLY INC.</td>
<td>BRASS COUPLING SEWER SADDLE</td>
<td>$ 695.40</td>
</tr>
<tr>
<td>28184</td>
<td>GIANT COMMUNICATIONS</td>
<td>COMMUNICATIONS</td>
<td>$ 385.71</td>
</tr>
<tr>
<td>28185</td>
<td>HARDINGER CONSTRUCTION</td>
<td>BIG WELL SIGN @ 115 W KANSAS</td>
<td>$ 120.00</td>
</tr>
<tr>
<td>28186</td>
<td>HOME LUMBER</td>
<td>PAINT FOR CROSS WALK</td>
<td>$ 222.49</td>
</tr>
<tr>
<td>28187</td>
<td>KANSAS MAGAZINE</td>
<td>FALL MAGAZINE</td>
<td>$ 10.00</td>
</tr>
<tr>
<td>28188</td>
<td>KANSAS ONE-CALL SYSTEM,INC.</td>
<td>LOCATES</td>
<td>$ 27.60</td>
</tr>
<tr>
<td>28189</td>
<td>KERBS LAW OFFICE</td>
<td>LEGAL SERVICES</td>
<td>$ 878.75</td>
</tr>
<tr>
<td>28190</td>
<td>KS DEPT OF REVENUE - MISC TAX</td>
<td>WATER PROTECTIO FEES</td>
<td>$ 513.92</td>
</tr>
<tr>
<td>28191</td>
<td>LUMINOUS NEON INC</td>
<td>SIGN LEASE</td>
<td>$ 235.00</td>
</tr>
<tr>
<td>28192</td>
<td>MICHAEL TODD &amp; COMPANY, INC.</td>
<td>STROBE BAR</td>
<td>$ 297.36</td>
</tr>
<tr>
<td>28193</td>
<td>NISLY BROTHERS TRASH SERV</td>
<td>TRASH SERVICES</td>
<td>$ 9,719.00</td>
</tr>
<tr>
<td>28194</td>
<td>OFFICE SOLUTIONS</td>
<td>CONTRACT</td>
<td>$ 317.92</td>
</tr>
<tr>
<td>28195</td>
<td>OGDEN PUBLICATIONS</td>
<td>KSM</td>
<td>$ 855.00</td>
</tr>
<tr>
<td>28196</td>
<td>PEOPLES BANK GREENSBURG</td>
<td>MEETINGS/MOTEL/ MEALS RETAIL</td>
<td>$ 1,425.73</td>
</tr>
<tr>
<td>28197</td>
<td>STANION WHOLESALE ELEC.</td>
<td>ELECTIC</td>
<td>$ 1,257.99</td>
</tr>
<tr>
<td>28198</td>
<td>TAYLOR PRINTING, INC</td>
<td>BLUE LASER CHECKS</td>
<td>$ 249.55</td>
</tr>
<tr>
<td>28199</td>
<td>TRAVEL INDUSTRY ASSOC. OF KS</td>
<td>2020 MEMBER SHIPS- S. BARNES=</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>28200</td>
<td>UOM SCHOOL, INC.</td>
<td>JUSTIN CLAUSSEN UOM 2020</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>28201</td>
<td>VERIZON</td>
<td>CELL PHONES FOR GUYS</td>
<td>$ 93.02</td>
</tr>
<tr>
<td>28202</td>
<td>VOLZ</td>
<td>FUEL/OIL</td>
<td>$ 1,440.58</td>
</tr>
<tr>
<td>28203</td>
<td>WICHITA STATE UNIVERSITY</td>
<td>S. BARNES- ST/LOCAL ECON DEV.</td>
<td>$ 1,220.82</td>
</tr>
<tr>
<td></td>
<td><strong>Accounts Payable Total</strong></td>
<td></td>
<td>$ 37,337.99</td>
</tr>
<tr>
<td></td>
<td>Report Total</td>
<td></td>
<td>$ 134,263.90</td>
</tr>
</tbody>
</table>
To: Mayor and City Council  
From: Stacy Barnes, City Administrator  
Subject: Agenda items G. and F. 1-7

Agenda Item G. Appointments

Greensburg Tree Board: Tom and Dea Corns, for terms expiring May 31, 2022  
Tom and Dea have previously served on the tree board and staff missed the expiration of their last term that ended May 31, 2019. They have both expressed interest in being reappointed to the Greensburg Tree Board for terms expiring May 31, 2022.

Confirm appointment of Theron McKinney as Greensburg Fire Chief and Jeremy Butler as Assistant Fire Chief  
City staff was informed that Jay Koehn resigned as city and county Fire Chief effective January 1, 2020. In November, the fire department elected Theron McKinney to serve as city Fire Chief. Per the fire department by-laws, Theron has appointed Jeremy Butler as assistant fire chief.

Chapter VII, Article 1, Section 7-101 of the Greensburg Code states, “There is hereby established a fire department in the city to consist of a chief, an assistant chief, and not less than 10 nor more than 25 firefighters, who shall be appointed by the city administrator and confirmed by the governing body.”

I am recommending confirmation by the governing body of the appointment of Theron McKinney as Greensburg Fire Chief and Jeremy Butler as Assistant Fire Chief.

Agenda Item F. 1 Annual GAAP Waiver – Resolution 2020-01  
This is an annual resolution requesting the Director of Accounts and Reports to waive requirements of KSA 75-1120a. The council adopted a similar resolution January 7, 2019. This directs staff to construct all financial statements and reports using cash basis and budget laws. It is recommended to adopt the proposed resolution to waive GAAP requirements for the City of Greensburg, and allow for cash basis accounting.

Agenda Item F. 2 Convene as Greensburg Land Bank: Land Bank Annual Meeting  
Recess the City Council and convene as the Land Bank for the Annual Meeting. In 2019, four properties were accepted into the bank: 224 S. Spruce, 219 S. Bay, 128 N. Main and 200 S. Sycamore and donated one property: 212 E. Garfield for the moderate-income housing project. There are currently 16 properties in the Land Bank with 12 available for purchase. New, metal signs have been placed on the properties to identify them as being available through the Land Bank. We have had several inquiries on various properties in the
bank. Included in the packet is Ordinance #1053 establishing the Land Bank, Land Bank Policy, and map of current bank properties.

**Agenda Item F. 3  Consider Sale of Land Bank Property: 224 S. Spruce**
Matt and Sarah Christenson have submitted the included application to purchase land bank property located at 224 S. Spruce to build a new single-family home. The Christenson’s plan to begin construction within the next year. It is recommended to approve the sale of this property for $300 as stated in the Land Bank Policy.

**Agenda Item F. 4  Convene as Public Building Commission: Public Building Commission Annual Meeting**
Recess the City Council meeting and call to order the Public Building Commission Annual Meeting.

Attached in the packet is the agenda and supporting documents for the PBC annual meeting.

**Agenda Item F. 5  Receive Merrill Yoder, Nisly Brothers to discuss trash & recycling services, new service contract**
Although the city’s current contract with Nisly Brothers for trash service does not end until December 31, 2020, Merrill Yoder has asked to present to council both a 7- and 10-year option to renew a service contract with the city. Included in the packet are those draft agreements for your review and a letter from Marvin Nisly. There are price increases, mostly due to the cost of processing recyclables more than doubling.

This curbside, single stream recycling program is a great service for our community and Nisly’s has also offered the addition of 2 cardboard containers to be placed in town free of charge.

**Current Rates:**

- **Residential rates:**
  - Monthly rate 2016-2018: $13.00
  - Monthly rate 2019-2020: $13.50

- **Commercial Rates:** see contract for rates, varies depending on frequency and dumpster size

**Option 1: 10-year agreement**

- **Residential rates:**
  - Monthly rate 2021-2024: $14.50
  - Monthly rate 2025-2027: $15.50
  - Monthly rate 2028-2030: $16.50

- **Commercial Rates:** see contract for rates, varies depending on frequency and dumpster size

**Option 2: 7-year agreement**

- **Residential rates:**
  - Monthly rate 2021-2023: $14.75
  - Monthly rate 2024-2027: $16.50

- **Commercial Rates:** see contract for rates, varies depending on frequency and dumpster size
Agenda Item F. 6  Receive Kiowa County Sheriff Chris Tedder, installation of flashing speed limit signs

Sheriff Tedder will present the purchase of new flashing speed limit signs to be placed in the city.

Agenda Item F.7  2019 Year in Review: Projects and Accomplishments
Included in the packet for council to review is a summary list of 2019 various projects and accomplishments by departments of the city.
Kansas Code - 75-1120a

75-1120a. Uniform system of fiscal procedure, accounting and reporting for municipalities; use of generally accepted accounting principles; waivers, when. (a) Except as otherwise provided in this section, the governing body of each municipality, as defined in K.S.A. 75-1117, and amendments thereto, shall utilize accounting procedures and fiscal procedures in the preparation of financial statements and financial reports that conform to generally accepted accounting principles as promulgated by the governmental accounting standards board and the American institute of certified public accountants and adopted by rules and regulations of the director of accounts and reports.

(b) The governing body of any municipality, which has aggregate annual gross receipts of less than $275,000 and which does not operate a utility, shall not be required to maintain fixed asset records.

(c) (1) The director of accounts and reports shall waive the requirements of subsection (a) upon request therefor by the governing body of any municipality. The waiver shall be granted to the extent requested by the governing body. Prior to requesting the waiver provided for in this subsection, the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality. No governing body of a municipality shall request the waiver or adopt the resolution authorized under this subsection if the provisions of revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality require financial statements and financial reports to be prepared in conformity with the requirements of subsection (a). The governing body of any municipality which is granted a waiver under this subsection shall cause financial statements and financial reports of the municipality to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash-basis and budget laws of this state.

(2) The provisions of this subsection do not apply to community colleges.
(d) The director of accounts and reports shall waive the requirements of law relating to the preparation and maintenance of fixed asset records upon request therefor by the board of trustees of any community college. The waiver shall be granted to the extent and for the period of time requested by the board of trustees. Nothing contained in this subsection shall be construed so as to exempt any community college from compliance with the provisions of K.S.A. 71-211, and amendments thereto, which requires the use by all community colleges of a standardized and uniform chart of accounts.


Disclaimer: These codes may not be the most recent version. Kansas may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.
RESOLUTION NUMBER 2020-01

RESOLUTION REGARDING THE WAIVER OF GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE PREPARATION OF FINANCIAL STATEMENTS AND FINANCIAL REPORTS FOR THE CITY OF GREENSBURG, KANSAS FOR FISCAL YEAR 2019.

WHEREAS, the City of Greensburg, Kansas, a City of the Third Class, is a municipality as defined by K.S.A. 75-117; and,

WHEREAS, as a municipality, the City is required to have its fiscal procedure, accounts and reports examined and audited annually; and,

WHEREAS, K.S.A. 75-1120a requires that the City utilize accounting procedures and fiscal procedures that conform to generally accepted accounting principles; and,

WHEREAS, K.S.A. 75-1120a permits the Director of Accounts and Reports to waive the above stated accounting principles upon appropriate findings and requests being made by the Governing Body;

THEREFORE, IT IS HEREBY FOUND AND RESOLVED BY THE GOVERNING BODY OF THE CITY OF GREENSBURG, KANSAS:

Section 1: That financial statements and financial reports for the year ended December 31, 2019, to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Greensburg, Kansas.

Section 2: There are no revenue bond ordinances or other ordinances or resolutions of the City which require financial statements and financial reports to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) for the year ended December 31, 2019.

Section 3: That the City Clerk or the Clerk’s designee is hereby authorized and directed to request the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to the City of Greensburg, Kansas, for the year ended December 31, 2019.

__________________________
Matthew Christenson, Mayor

ATTEST:

__________________________
Christy Pyatt, City Clerk
ORDINANCE NO. 1053

AN ORDINANCE ESTABLISHING A CITY LAND BANK PURSUANT TO K.S.A. 12-5901, et seq.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GREENSBURG, KANSAS:

Section 1. The City of Greensburg, Kansas (herein after “City”), by the power vested in it by K.S.A. 12-5901, et seq., hereby establishes a city land bank. The land bank will be the centralized point of contact for individuals and developers interested in acquiring developable vacant and abandoned land within the City of Greensburg, Kansas. The land bank will be guided in its affairs by a board of trustees.

Section 2. The land bank board of trustees shall consist of a six (6) member board comprised of the Mayor and the City Council of the City of Greensburg, Kansas.

Section 3. The land bank staff shall consist of the administrative staff of the City of Greensburg, Kansas.

Section 4. CASH BASIS. The bank shall be subject to the provisions of the cash-basis law, K.S.A. 10-1101 et seq., and amendments thereto, as provided in K.S.A. 12-5903 (a).

Section 5. BUDGET. The budget of the bank shall be prepared, adopted and published as provided by law for other political subdivisions of the state. No budget shall be adopted by the board until it has been submitted to, reviewed and approved by the Governing Body of the City of Greensburg.

Section 6. For any property acquired by the land bank, the trustees shall: (1) manage, maintain and protect the same; (2) compile and maintain a written inventory of such property; (3) study, analyze and evaluate potential, present and future uses for such property which would provide for its effective re-utilization; (4) plan for and use the board’s best efforts to consummate the sale or other disposition of such property upon such terms and conditions deemed appropriate; (5) establish and maintain records and accounts reflecting all transactions, expenditures and revenues relating to the banks activities; and (6) develop such policies and procedures as the board determines reasonable and necessary to effectuate the purposes of the land bank.

Section 7. Property available for inclusion in the land bank shall include, but not be limited to: (1) parcels of tax delinquent property foreclosed on by the county of Kiowa pursuant to K.S.A. 79-2401, et seq. and requested by the land bank board of trustees pursuant to its authority under K.S.A. 12-5901, et seq. (Only property that has the potential for development within a reasonable period of time and has been accepted by the land bank board of trustees will be identified for inclusion in the land bank); (2) property currently held in the name of the City of Greensburg, Kansas; (3) parcels of property donated by other governmental entities; (4) property purchased by the land bank board of trustees to compliment properties previously identified to the land bank through other means; and (5) property offered to and accepted by the land bank.
Section 8. The land bank board of trustees may offer such incentives as it deems appropriate to encourage the development of land bank property.

Section 9(a). The land bank staff shall consult with any individuals, organizations and developers which may be affected by a land bank development project and pass on to the land bank board of trustees the recommendations and concerns of individuals, organizations and developers.

Section 9(b). Proposals will be reviewed by the land bank staff and forwarded to the land bank board of trustees along with recommendations and or concerns of affected individuals, organizations and developers.

Section 10. The governing body of the City of Greensburg, Kansas may advance operating funds to the land bank to pay expenses of the board of trustees and the land bank.

Section 11. The land bank is required to make an annual report to the governing body of the City of Greensburg, Kansas, on or before January 31 of each year, showing receipts and disbursements from all funds under its control.

Section 12. Any money derived from the sale of property by the land bank shall be retained by the land bank. Any funds not immediately required for the purposes of the land bank shall be invested in the manner provided by K.S.A. 12-1675, and amendments thereto.

Section 13. Members of the board of trustees shall receive no compensation, but shall be paid their actual expenses in attending meetings and carrying out their duties as members of the board of trustees.

Section 14. STATUTORY AUTHORITY. The provisions of this ordinance shall at all times be consistent with K.S.A. 12-5901 et seq and amendments thereto.

Section 15. This ordinance shall take effect and be in force from and after its publication once in the official newspaper of the City of Greensburg, Kansas.

Passed and approved by the Governing Body of the City of Greensburg, Kansas this 16th day of June 2014.

Approved and signed by the Mayor this 16th day of June 2014.

_____________________________
Robert Dixson
Mayor

ATTEST:

____________________
Christy Pyatt
City Clerk
Land Bank Policy

Mission Statement:

The Goal of the Greensburg Land Bank is to return tax delinquent property to productive use that benefits the community. When considering proposals to the Land Bank, preference will be given to projects that support home ownership, improve neighborhoods and otherwise advance the economic and social interests of the City of Greensburg, Kansas, and its residents.

Conditions set on Land Bank Properties

The Governing Body of the City of Greensburg serves in the capacity of the Land Bank Board of Trustees and makes all final decisions on Land Bank property conveyances.

The Land Bank Board of Trustees will annually, and as needed, identify development areas which are actively being developed. Any Land Bank properties in these particular geographical areas will be held for the developer(s) for that area. Any Land Bank parcels in actively developed areas will be marked as “not available for purchase” in the Land Bank published inventory list.

Land is conveyed with no guarantee as to quality or content, subject to covenants stated in the Land Bank Deed. Any parcel failing to meet requirements listed in the Deed may be subject to reversion to the Land Bank. Applicants will forfeit any funds spent on the property.

The Land Bank Board of Trustees may set a different minimum price on any Land Bank Property and may set a minimum price on commercial/industrial zoned properties and those containing structures.

Except as herein provided, donations of real property to the Land Bank will only be accepted if the donors own 100% of the property and have marketable title. Assurance of ownership and title shall be done through title insurance, attorney title opinion or such other means approved by the Land Bank upon recommendation of the City Administrator after consultation with the City Attorney. The donor shall pay all costs of the proof of title and any title clearance cost unless waived by the land Bank on recommendation of City Staff. Less than 100% ownership or defection
marketable title may be accepted by the Land Bank if the Land Bank, in its sole discretion, determines doing so is in the best interest of the Land Bank and the City.

Persons gifting property to the Land Bank may request confirmation or receipt from the Land Bank as to the property value for tax deductible contribution purposes. Such value statement shall use the County Fair Market Value Appraisal. If desired, a third party, independent appraisal can be obtained at the applicant's expense subject to Land Bank approval.

All Land Bank fees may be waived for Community Development Corporations (CDC) or Community Housing Development Organizations (CHDO).

The Land Bank Board of Trustees reserves the right to accept or reject any or all proposals without cause.

The Land Bank may aggregate and sell land for use as community parking. If an applicant wishes to purchase property for mixed uses business parking, it must state that intent on the application. Only parking that is for the benefit of community improvement will be considered by the Land Bank. Once the Land Bank parcel is conveyed for community parking, the owner will be responsible for the upkeep of the improved paved surface.

When completed proposals are accepted by the Land Bank, a review and recommendations of the proposal is completed by City staff.

Applicant's proposals are forwarded with recommendations to the Land Bank Board of Trustees.

The City staff, 30 days prior to the sale or transfer of any property owned by the Land Bank, will publish in the official City newspaper a notice announcing such sale. At the time of publishing such notice, the Land Bank staff will notify adjacent property owners of the pending property available for sale.

**CDC/CHDO Emergency Economic Recovery Program**

1. Land Bank accepts the return of properties from CDC/CHDO per their written request.
2. At CDC/CHDO discretion, Land Bank and CDC/CHDO execute a written contract whereby CDC/CHDO has the exclusive option to repurchase the property for expenses incurred by Land Bank.
   a) Option is for a one year period, subject to two additional, mutually agreed, one year renewals.
   b) Whether the Land Bank will renew the option will be considered as part of the annual review of areas of actively developed properties.
   c) Consideration for the option is that the CDC/CHDO maintain the property, at its expense, in compliance with all codes and ordinances.
d) CDC/CHDO has 10 days after written notice from Land Bank to cure any code or ordinance violations. Failure to timely do so terminates the option.

3. CDC/CHDO may exercise the option to repurchase at any time during an option period.

4. All other Land Bank Policies apply to these properties.

Conditions for Applicants Prior to Purchase of Land Bank Property:

Applicant must not be delinquent on any licenses or taxes in Kiowa County. (For these purposes, participation with the City of Greensburg or Kiowa County Payment Plan(s) constitutes delinquency).

Applicant must not have a history of code enforcement violations at properties they own or not have any outstanding violations. A history of 3 notices to appear in court for code violations in the previous calendar year or 5 notices to appear in court for code violations in the past 3 calendar years will make an individual ineligible to apply.

Conditions for Applicants After Purchase of Land Bank Property:

All applicants’ property must be properly maintained with no notices to appear in court for code violations.

Applicant must not be delinquent on any licenses or taxes in Kiowa County.

Failure to comply with the above requirements will render the land owner ineligible for future Land Bank opportunities or Economic Incentives from the City of Greensburg.

Land Bank Procedures

- Non-buildable lots will generally be sold for $100.
- Buildable lots/parcels will be generally sold for $300. Buildable residential properties are generally those with over 70 foot frontage.
- Buildable lots for non-buildable purposes (yard expansion, parking, play ground area etc...) are sold for $10.00 per front footage. For example, 70 foot frontage lots will cost $700.
- The City staff will notify the Land Bank Trustees of Non-buildable and Buildable lots that contain razing assessments. Non-buildable and Buildable lots razing assessments will be abated. Commercial/Industrial lots are subject to special assessments.
- The Land Bank may set a minimum price on commercial/industrial zoned properties and those containing structures.
- A confirmation letter will be mailed to applicants that submit applications to the City staff within 30 days of receipt. Please contact the City staff if you do not receive a confirmation letter for your application.
Process for Purchasing Non-Buildable Land Bank Properties.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Non-buildable are lots with a frontage that is generally less than 25 foot frontage.
- The adjacent land owner will have priority for right of first refusal. Adjacent is defined as immediately touching the applicant’s property on the right or left.
- Applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price proposals will also be evaluated on their ability to finance the project.
- If the adjacent land owner wants to purchase the Land Bank Lot for parking or for building a garage, they understand that the City of Greensburg has certain requirements and minimum standards for both the parking area and for the garage. If your proposal identifies the use as for parking or a garage, the City staff will send contact information to the applicant. Transferal of lot does not guarantee a building permit or use for parking.
- The City Administrator will have the authority to transfer non-buildable lots to qualified adjacent land owners only (if not located in an identified development area). The items that the City Administrator has the authority to transfer will be reported to the Land Bank Trustees. All other proposals will require further review.
- If no qualified adjacent owner shows interest in the vacant property, consideration may be given for community development efforts such as community gardens, neighborhood play areas, and community green areas.

Process for Purchasing Buildable Residential Land Bank Properties.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Buildable residential properties are generally those with over 70 foot frontage.
- The priority is for homeownership.
- If only one property is under consideration and is not in a targeted development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will
be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.

- If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
- If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from his/her bank.
- If the property under consideration is not in a targeted development area, the applicant must attach drawings of the proposed structure for City staff to review. At a minimum, the drawings should consist of the following: (1) The location of the building or structure; (2) The building work proposed; (3) The outside dimensions of the building by floors and dimensions of the basement (if any); (4) Building Plans for New Construction of Buildings; (5) Such other information as may be pertinent to the issuance of the application. The structure should be compatible with the existing neighborhood.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, individual experiences with building, and if the proposal is for homeownership.
- Proposals that are accepted will need to submit all their plans to the City staff prior to the building commencement. City Staff can send this information to successful applicants.
- The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 12 months, the successful applicant must notify the City Administrator in writing to request an extension.
- Community Development Corporations/Community Housing Development Organizations applicants should begin construction and shall substantially complete the same, within 24 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful CDC/CHDO must notify the City Administrator in writing to request an extension.

Process for Purchasing Buildable Commercial/Industrial Land Bank Properties.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- A minimum price will be established for each commercial/industrial parcel. The Land Bank Board of Trustees reserves the right to set an alternative price.
    - If only one property is under consideration and is not in a targeted development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However,
incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.

- If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
- If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from his/her bank.
- If the property under consideration is not in a targeted development area, the applicant must attach drawings of the proposed structure for City staff to review. At a minimum, the drawings should consist of the following: (1) The location of the building or structure; (2) The building work proposed; (3) The outside dimensions of the building by floors and dimensions of the basement (if any); (4) Building Plans for New Construction of Buildings; (5) Such other information as may be pertinent to the issuance of the application. The structure should be compatible with the existing neighborhood.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, and individual experiences with building.
- Proposals that are accepted will need to submit all their plans to the City staff prior to construction. City staff can send this information to successful applicants.
- The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 12 months, the successful applicant must notify the City Administrator in writing to request an extension.
- Community Development Corporations/Community Housing Development Organizations applicants should begin construction and shall substantially complete the same, within 24 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful CDC/CHDO must notify the Land Bank staff in writing to request an extension.

Process for Purchasing Land Bank Properties with Structures.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Existing structures must be brought up to minimum prevailing building codes.
- A minimum bid will be placed on each land bank property with a structure on it. The Land Bank Board of Trustees reserves the right to set an alternative price.
- If only one property is under consideration and is not in a targeted
development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.

- If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
- If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from their bank.
- If the property under consideration is not in a targeted development area, the applicant must attach a comprehensive scope of work proposed for the rehabilitation of the proposed structure for the City staff review. The structure should be compatible with the existing neighborhood.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, individual experiences with building, and homeownership if residential.
- Proposals that are accepted will need to submit all their plans to the City staff to the commencement of construction or demolition. The City staff can send this information to successful applicants.
- The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful CDC/CHDO must notify the Land Bank staff in writing to request an extension.
# LAND BANK INVENTORY

12.23.19

<table>
<thead>
<tr>
<th>COMMON ADDRESS</th>
<th>LEGAL</th>
<th>SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>219 S. BAY</td>
<td>All of Lots Eight (8), Nine (9), and Ten (10) in Block Twenty-four (24) of West Side Addition</td>
<td>21,000</td>
</tr>
<tr>
<td>223 S. BAY</td>
<td>Lot Seven(7) in Block Twenty-four (24) of West Side Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>7,000</td>
</tr>
<tr>
<td>800 W. KANSAS</td>
<td>Lots One (1), Two (2), Three (3), Four (4), Five (5), South 73 feet of Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), fourteen (14), Fifteen (15) and Sixteen (16) in Block thirteen (13) of Westside Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>108,450 (2.48 ac.)</td>
</tr>
<tr>
<td>128 N. MAIN</td>
<td>Lots 4 and 5 in Block 36 of the Original Town of the City of Greensburg, Kiowa County, Kansas</td>
<td>7,000</td>
</tr>
<tr>
<td>239 S. MAIN</td>
<td>Lots Eleven (11) and Twelve (12) and the south twelve and one half (12 1/2) feet of Lot Thirteen (13) in Block Fice (50 of South Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>PARK</td>
</tr>
<tr>
<td>307 S. MAIN</td>
<td>Lots nineteen (19) and Twenty (20), Block Twelve (12), South Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>GREEN SPACE</td>
</tr>
<tr>
<td>315 S. MAIN</td>
<td>Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), Block twelve (12), South Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>GREEN SPACE</td>
</tr>
<tr>
<td>321 S. MAIN</td>
<td>Lot Eleven 911), Twelve (12) and Thirteen (13), in Block Twelve (12), South Addition to the city of Greensburg, Kiowa County, Kansas</td>
<td>GREEN SPACE</td>
</tr>
<tr>
<td>320 S. OLIVE</td>
<td>Lots Nine (9) and Eleven (11) and the West Half (W/2) of the vacated alley, Block Two(2), Canfield and Lee's Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>11,250</td>
</tr>
<tr>
<td>224 S. SPRUCE</td>
<td>All of Lots Three (3), Four (4), Five (5), and Six (6) in Block Twenty-four (24) of West Side Addition</td>
<td>28,000</td>
</tr>
<tr>
<td>200 S. SYCAMORE</td>
<td>Lots 1, 2, 3, 4 and 5 in Block 5 of the South Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>19,600</td>
</tr>
<tr>
<td>503 S. SYCAMORE</td>
<td>Lots Nine (9) and Ten (10) in Block Four (4) of Hopkins Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>8,500</td>
</tr>
<tr>
<td>302 W. WISCONSIN</td>
<td>Lots Thirteen (13), Fourteen (14) and Fifteen (15) in Block Seven (7), South Addition, to the City of Greensburg, Kiowa County, Kansas</td>
<td>10,500</td>
</tr>
<tr>
<td>322 E. WISCONSIN</td>
<td>Lots Thirteen (13), Fourteen (14) and Fifteen (15), and Sixteen (16) in Block Two (2), of South Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>14,000</td>
</tr>
<tr>
<td>504 E. WISCONSIN</td>
<td>Lots Twenty-one (21) and Twenty-two (22) in Block One (1) of Fullington's Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>7,000</td>
</tr>
<tr>
<td>516 E. WISCONSIN</td>
<td>Lots Twenty-seven (27), Twenty-eight (28) and Twenty-nine (29) in Block One (1) of Fullington's Addition to the City of Greensburg, Kiowa County, Kansas</td>
<td>10,500</td>
</tr>
</tbody>
</table>
City of Greensburg
Available Land Bank Properties

1. 800 W. Kansas Ave, 2.48 acres
2. 224 S. Spruce, 28,000 sq. feet (Sale Pending)
3. 219 S. Bay, 21,000 sq. feet
4. 223 S. Bay, 7,000 sq. feet
5. 302 W. Wisconsin, 10,500 sq. feet
6. 503 S. Sycamore, 8,500 sq. feet
7. 322 E. Wisconsin, 14,000 sq. feet
8. 504 E. Wisconsin, 7,000 sq. feet
9. 516 E. Wisconsin, 10,500 sq. feet
10. 320 S. Olive, 11,250 sq. feet
11. 128 N. Main, 7,000 sq. feet
12. 200 S Sycamore, 19,600 sq. feet
Land Bank
City of Greensburg
300 S. Main
Greensburg, KS 67054

Section 1: Personal Information.
1. Applicant’s Name: **Matt Christenson**
   Spouse (if applicable): **Sarah Christenson**
2. Name of Corporation (if applicable): **N/A**
3. Street Address: **411 S. Oak St.**
4. City, State, Zip: **Greensburg, KS 67054**
5. Home Phone #: **620-491-1866** Work phone #: **620-723-1343**
6. E-Mail Address: **christenson.matt@gmail.com**
7. List Properties you own in the City of Greensburg: **N/A**
8. Do you (or your spouse) have any Code Enforcement violations?
   Yes___ No **X**
9. Are you (or your spouse) delinquent on any licenses or taxes in Kiowa County?
   Yes___ No **X**

Section 2: Proposed Land Bank Purchase.
1. Address of Property: **224 S. Spruce St.**
   **Vacant Land** Structure
2. Proposed use of Property:
   - Yard Extension. Go to Section 4.
   - Parking. (Must comply with City regulations). Go to Section 4.
   - Garage. Requires building permit. Go to Section 4.
   - Home Addition. Requires building permit. Go to Section 3.
     **New Home Construction. Requires building permit. Go to Section 3.**
   - Commercial Construction. Requires building permit. Go to Section 3.
   - Rehabilitation of existing structure. Requires building permit. Go to Section 3.
   - Other: _______________

Section 3: Construction Project Information.
1. Does the project comply with current zoning? Yes **X** No_
   (Call City Clerk’s Office 620-723-2751)
2. Type of Ownership:
   - Individual
   - Corporation
   - Non-Profit
   - Other: _______________
3. Must attach a letter of credit or pre-approval letter from your bank.
4. Must attach drawings for your proposed project.
5. Proposed Use of Property:
   - Home Ownership
   - Rental Home
   - Business/Commercial
   - Apartments
   - Other, specify.

Will you seek Tax Increment Financing or other public tax exemptions? Yes___ No X

Will you seek Neighborhood Revitalization Tax Rebates? Yes X No___

Starting project date: 4/1/2020 Completion Date: 4/1/2021

Comments: ____________________________

Section 4: Additional Comments & Terms of Proposal.

Incomplete applications will not be considered and will be returned to the sender. As the applicant I attest that the information in this proposal is accurate. I attest that I have read the City of Greensburg Land Bank policy and agree to the terms and conditions of it. I understand that the Land Bank and the City of Greensburg serve the rights to reject any proposal.

Applicant’s Signature: [Signature]

Print your Name: Matt Christenson Date: 12-20-2019

Return Completed Application to: Land Bank, City Hall, 300 S. Main, Greensburg, KS 67054
Fax (620) 723-2644 Phone: (620)723-2751
Public Building Commission – January 6, 2020

1. Roll Call
2. Approval of Minutes of Previous Meeting
   a. January 7, 2019
3. Communications
4. Reports
   a. Report on Big Well Payments- City Staff
      Bond refinancing was approved September 16, 2019 with a new interest rate of 2.76% saving a full percent. The life of the bonds was shortened from 2041 to 2036, saving 5 years of payments and $329,038. As part of this plan, the PBC decided to pay $100,000 out of the fund balance towards the principal. Monthly payments remain close to the previous amount. Included are reports of the monthly payments made for 2019 and the .5% sales tax revenues for the Big Well fund.
5. Unfinished Business
6. New Business
   a. Election of President
   b. Election of Vice President
   c. Election of Secretary
7. Adjournment
A) CALL TO ORDER
Mayor Matt Christenson called the January 7, 2019 meeting to order at 6:00 p.m.

B) PLEDGE OF ALLEGIANCE & INVOCATION
The Pledge of Allegiance was said. Ellen Peters gave the invocation.

C) ROLL CALL & APPROVAL OF THE AGENDA
Council Present: Mike McBeath, Mark Trummel, Sandy Jungemann, Pam Reves, and Haley Kern. (Staff present: Administrator Stacy Barnes, Clerk Christy Pyatt). Upon Christenson’s request for additions or deletions to the agenda, Barnes noted that Appropriation Ordinance check 27285 to Main Street Flowers & More has been voided. This charge was paid with a credit card and will be represented when the next credit card statement appears on the agenda for approval. Trummel made a motion to approve the agenda as presented. Jungemann seconded. The motion passed 5-0.

D) CITIZEN COMMENTS
There were no citizen comments offered.

E) CONSENT AGENDA
Reves made a motion to approve the Consent Agenda, except voided check 27285. Kern seconded. The motion passed 5-0.

F) ITEMS OF BUSINESS
1. Council President Appointment
Christenson asked for volunteers to serve as Council President. Kern had previously agreed to serve until 2019. Jungemann nominated Trummel, with whom she had already conferred. Reves seconded. Motion passed 4-1 (Trummel voting “no”).

Annually, the Council passes a GAAP Waiver in the form of a Resolution, requesting the Director of Accounts and Reports to waive requirements of KSA 75-1120a. This directs staff to construct all financial statements and reports using cash bases accounting practices and budget laws. McBeath made a motion to adopt Resolution 2019-01 as proposed. Jungemann seconded, and the motion passes 5-0.

At their last meeting in December, Council discussed amending the list of approved City Holidays, removing Good Friday and adding Presidents Day, allowing the City to better align with State and Kiowa County holidays. Resolution 2019-02 was presented to amend the approved holidays in the Personnel Policy Handbook. Reves made a motion to approve Resolution 2019-02. Trummel seconded, and the motion passed 5-0.

4. Ordinance amending Article I, Section 1-302 of the Code of the City of Greensburg, Kansas, adding Convention and Tourism Director as a department head appointed by the City Administrator, with the advice and consent of the Mayor and Council, amending 1-316 to add the Convention and Tourism Director position office and duties description, and amending numbering of current Sections 1-316 and 1-317 to 1-317-1-318. – Ordinance 1084
Upon review of the Code of the City of Greensburg, during the last Council meeting, it was noted that the Convention and Tourism Director position is not listed as a department head in Article 3 Section 1-302. Upon further review, it was discovered that there is no office and duties section for this position. Adoption of proposed Ordinance 1084 would correct these omissions. Jungemann made a motion to
approve Ordinance 1084 as presented. The motion was seconded by Kern. Christenson called for a roll call vote: Kern: yes; Reves: yes; Jungemann: yes; Trummel: yes; McBeath: yes. Motion passed 5-0.

5. Call special meeting for Monday, January 14th, 2019 at 6 p.m. for the purpose of Council/Dept. Head planning retreat to discuss 2019 goals, projects, plans and long range planning
Barnes requested Council call a special meeting for Monday, January 14th, 2019 at 6 p.m. for the purpose of a Council/Department Head planning retreat. The retreat would be open to the public and will be carried out in an informal conversation setting. Barnes has received a few topics from Council and has collected items from Department Heads as well. Department Heads have been asked to be present. Kern made a motion, seconded by Trummel, to call a special council meeting for Monday, January 14, 2019 at 6 p.m. in the Council Chambers, for a Council/Department Head planning retreat. Motion passed 5-0.

6. Recess: Land Bank Annual Meeting
Christenson recessed the Council at 6:12 p.m. and convened them as the Land Bank, for their required annual meeting. Barnes advised that the Land Bank had accepted two properties into the bank during 2018: 212 E. Garfield and 503 S. Sycamore. One property was sold from the bank in 2018: 412 S. Sycamore, for $300. Staff continues to place signs on the bank properties, identifying them as available for sale through the Land Bank. Staff has had a couple of inquiries on various bank properties this year. Both inquiries were for potential residential construction. Council was provided a copy of Ordinance 1053 (establishing the Land Bank), Land Bank Policy, and a current map of all bank properties.

7. Recess: Public Building Commission Annual Meeting
Council recessed as the Land Bank and convened as the Public Building Commission at 6:14 p.m.

Roll Call: Matt Christenson (Mayor) and Council Members Mark Trummel, Michael McBeath, Sandra Jungemann, Pamela Reves, and Haley Kern.

Approval of Minutes of Previous Meeting (January 2, 2018): Kern made a motion to approve the minutes of the January 2, 2018 Annual Meeting as presented. The motion was seconded by Reves, and passed 5-0.

Communications: There were no new communications received.

Reports: The Big Well continues to make monthly payments to the City, for payment of the PBC bond. Staff provided financial reports showing rent payments totaling $61,229.40 having been made in 2018. Funds to make those payments are provided entirely through sale tax. Staff received sales tax of $86,319.51, a $6,319.51 increase above budgeted revenue.

Unfinished Business: There was no unfinished business to discuss.

New Business: Annually, the PBC by-laws require the election of a PBC President, Vice President, and Secretary. Current officers are: Christenson, President; Jungemann, Vice President; Kern, Secretary. After a brief discussion as to whether the by-laws restrict the Mayor from serving as a PBC officer, Reves made a motion to retain current officers for 2019. Kern seconded. Motion passed 5-0.

Adjournment: Christenson declared the meeting adjourned at 6:18 p.m.

G) CITY STAFF REPORTS
Council reconvened open session at 6:18 p.m.
Barnes reported on the following items:
• Barnes is still open to receiving topics for next week’s retreat. Current digital versions of the Position and Pay Plan, Personnel Policy Handbook, and City Code will be made available later this week.
Staff has received a donation of $35,000, for rebuilding, from a long time Greensburg supporter.

The next Council meeting will be on Tuesday, January 22nd due to the observance of Martin Luther King Day.

Barnes has not begun advertising for the Tourism Director position yet. She plans to discuss this at the retreat next week and then begin advertising in the TIAK and Kansas Museum Association monthly newsletters, which publish at the end of the month.

Trummel asked if there would be an executive session during the retreat. There will not be, as it was not part of the approved agenda. Council was also reminded that no changes to policy, etc. can be voted on during the retreat. Jungemann asked if anything had progressed from the Council’s last executive session. Jungemann then requested an executive session on the topic be added to the agenda of the next regular Council Meeting.

H) GOVERNING BODY COMMENTS
There were no additional comments from the Council.

I) EXECUTIVE SESSION
An executive session for personnel matters of non-elected personnel regarding City Administrator performance goals was part of the approved agenda. Trummel made a motion to go into executive session until 6:40 p.m. Jungemann seconded, and the motion passed 5-0.

Council returned to open session at 6:40 p.m. with no official action taken, and with nothing additional on the agenda. Trummel made a motion to go into executive session for non-elected personnel until 7:00. Kern seconded and the motion passed 5-0. Trummel clarified that he would like the City Administrator to join the executive session.

Council convened open session at 7:00 p.m. with no official action taken.

J) ADJOURNMENT
Christenson declared the meeting adjourned at 7:00 p.m.

Matt Christenson, Mayor
Christy Pyatt, City Clerk
<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>ACCOUNT NAME</th>
<th>(FISCAL 1/2019 TO 12/2019)</th>
<th>PO NUMBER</th>
<th>INVOICE</th>
<th>CHECK NO</th>
<th>REF/DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>250-610-6105</td>
<td>RENT PAYMENT</td>
<td></td>
<td>JAN 2019</td>
<td>RENT</td>
<td>27261</td>
<td>BIG WELL RENT FOR JAN 2019</td>
<td>5141.41</td>
</tr>
<tr>
<td>1/07/19</td>
<td>AP1097 CITY OF GREENSBURG</td>
<td></td>
<td>FEB RENT</td>
<td>27341</td>
<td>BIG WELL RENT FEB 2019</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>2/04/19</td>
<td>AP1136 CITY OF GREENSBURG</td>
<td></td>
<td>30419</td>
<td>27406</td>
<td>MARCH RENT BIG WELL</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>3/04/19</td>
<td>AP1155 CITY OF GREENSBURG</td>
<td></td>
<td>APRIL 2019</td>
<td>27486</td>
<td>APRIL BIG WELL RENT</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>4/01/19</td>
<td>AP1177 CITY OF GREENSBURG</td>
<td></td>
<td>MAY RENT</td>
<td>27564</td>
<td>MAY RENT BIG WELL</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>5/06/19</td>
<td>AP1201 CITY OF GREENSBURG</td>
<td></td>
<td>5-2019</td>
<td>27629</td>
<td>MAY RENT FOR BIG WELL</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>6/03/19</td>
<td>AP1232 CITY OF GREENSBURG</td>
<td></td>
<td>4-2018</td>
<td>27721</td>
<td>MISSED PAYMENT 4-2018</td>
<td>467.41</td>
<td></td>
</tr>
<tr>
<td>7/01/19</td>
<td>AP1258 CITY OF GREENSBURG</td>
<td></td>
<td>JULY RENT</td>
<td>27721</td>
<td>JULY 2019 BIG WELL RENT</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>8/05/19</td>
<td>AP1285 CITY OF GREENSBURG</td>
<td></td>
<td>AUG RENT</td>
<td>27784</td>
<td>AUG BIG WELL RENT</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>9/03/19</td>
<td>AP1317 CITY OF GREENSBURG</td>
<td></td>
<td>AUG 2019</td>
<td>27879</td>
<td>AUG 2019 RENT FOR BIG WELL</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>9/03/19</td>
<td>AP1329 CITY OF GREENSBURG</td>
<td></td>
<td>AUG 2019</td>
<td>27879</td>
<td>AP CHECK VOIDED</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>9/03/19</td>
<td>AP1330 CITY OF GREENSBURG</td>
<td></td>
<td>AUG 2019</td>
<td>27879</td>
<td>AUG 2019 RENT FOR BIG WELL</td>
<td>5141.41</td>
<td></td>
</tr>
<tr>
<td>10/11/19</td>
<td>AP1376 CITY OF GREENSBURG</td>
<td></td>
<td>OCT2019</td>
<td>27958</td>
<td>BW RENT SERIES 2019 BONDS</td>
<td>4875.00</td>
<td></td>
</tr>
<tr>
<td>11/04/19</td>
<td>AP1385 CITY OF GREENSBURG</td>
<td></td>
<td>NOV 2019</td>
<td>27997</td>
<td>BIG WELL NOV 2019 RENT</td>
<td>4875.00</td>
<td></td>
</tr>
<tr>
<td>12/02/19</td>
<td>AP1405 CITY OF GREENSBURG</td>
<td></td>
<td>DEC19</td>
<td>28071</td>
<td>BW RENT</td>
<td>5141.40</td>
<td></td>
</tr>
</tbody>
</table>

ACCOUNT TOTAL 61,631.50

REPORT TOTAL 61,631.50
<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>ACCOUNT TITLE</th>
<th>MTD BALANCE</th>
<th>YTD BALANCE</th>
<th>BUDGET</th>
<th>DIFFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>250-610-4116</td>
<td>BIG WELL SALES TAX</td>
<td>7,102.79</td>
<td>81,230.90</td>
<td>80,000.00</td>
<td>1,230.90-</td>
</tr>
<tr>
<td>250-610-4130</td>
<td>SALES TAX COLLECTIONS</td>
<td>202.24</td>
<td>7,250.80</td>
<td>10,000.00</td>
<td>2,749.20</td>
</tr>
<tr>
<td>250-610-4111</td>
<td>RENT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>250-610-4417</td>
<td>FEMA LOAN - GRANT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>250-610-4519</td>
<td>BIG WELL MEMBERSHIP</td>
<td>0.00</td>
<td>1,618.00</td>
<td>0.00</td>
<td>1,618.00-</td>
</tr>
<tr>
<td>250-610-4565</td>
<td>MISCELLANEOUS</td>
<td>0.00</td>
<td>45,000.00</td>
<td>0.00</td>
<td>45,000.00-</td>
</tr>
<tr>
<td>250-610-4713</td>
<td>CONTRIBUTION</td>
<td>0.00</td>
<td>500.00</td>
<td>0.00</td>
<td>500.00</td>
</tr>
<tr>
<td>250-610-4715</td>
<td>REMBURSED EXPENSES</td>
<td>24.84</td>
<td>2,004.15</td>
<td>0.00</td>
<td>2,004.15-</td>
</tr>
<tr>
<td>250-610-4716</td>
<td>CASH DRAWER LONG-TERM</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>250-610-4810</td>
<td>ADMISSION FEES</td>
<td>1,396.86</td>
<td>51,033.21</td>
<td>60,000.00</td>
<td>8,966.79</td>
</tr>
<tr>
<td>250-610-4816</td>
<td>MERCHANDISE SALES</td>
<td>1,378.94</td>
<td>35,314.53</td>
<td>45,000.00</td>
<td>9,685.47</td>
</tr>
<tr>
<td>250-610-4898</td>
<td>OTHER REVENUE</td>
<td>174.00</td>
<td>274.00</td>
<td>0.00</td>
<td>274.00</td>
</tr>
<tr>
<td>250-610-4899</td>
<td>OTHER</td>
<td>0.00</td>
<td>228.95</td>
<td>0.00</td>
<td>228.95-</td>
</tr>
<tr>
<td>250-610-5100</td>
<td>SALARIES</td>
<td>1,459.99</td>
<td>13,714.84</td>
<td>25,400.00</td>
<td>11,685.16</td>
</tr>
<tr>
<td>250-610-5103</td>
<td>PARTIME SALARIES</td>
<td>2,965.42</td>
<td>40,924.32</td>
<td>35,000.00</td>
<td>5,924.32-</td>
</tr>
<tr>
<td>250-610-5104</td>
<td>LONGEVITY PAY</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>250-610-5401</td>
<td>EMPLOYER'S FICA</td>
<td>334.93</td>
<td>4,147.26</td>
<td>5,000.00</td>
<td>852.74</td>
</tr>
<tr>
<td>250-610-5402</td>
<td>EMPLOYER'S KPER</td>
<td>263.60</td>
<td>3,121.22</td>
<td>3,500.00</td>
<td>378.78</td>
</tr>
<tr>
<td>250-610-5405</td>
<td>UNEMPLOYMENT INSURANCE</td>
<td>0.00</td>
<td>0.00</td>
<td>300.00</td>
<td>300.00</td>
</tr>
<tr>
<td>250-610-5410</td>
<td>HEALTH/DENTAL INSURANCE</td>
<td>148.64</td>
<td>1,331.49</td>
<td>5,100.00</td>
<td>3,768.51</td>
</tr>
<tr>
<td>250-610-5420</td>
<td>OTHER EMPLOYEE BENEFITS</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>250-610-5502</td>
<td>MEMBERSHIP DUES, MEETINGS, ETC</td>
<td>11.75</td>
<td>117.06</td>
<td>2,000.00</td>
<td>1,882.94</td>
</tr>
<tr>
<td>250-610-5503</td>
<td>TRAVEL EXPENSES &amp; TRANS.</td>
<td>0.00</td>
<td>0.00</td>
<td>500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>250-610-6105</td>
<td>RENT PAYMENT</td>
<td>5,141.40</td>
<td>61,691.30</td>
<td>61,697.00</td>
<td>65.50</td>
</tr>
<tr>
<td>250-610-6110</td>
<td>TELEPHONE SERVICES</td>
<td>208.80</td>
<td>1,539.42</td>
<td>2,000.00</td>
<td>460.58</td>
</tr>
<tr>
<td>250-610-6111</td>
<td>UTILITIES</td>
<td>954.16</td>
<td>7,192.48</td>
<td>12,500.00</td>
<td>5,307.52</td>
</tr>
<tr>
<td>250-610-6310</td>
<td>REIMBURSED EXPENSES</td>
<td>0.00</td>
<td>218.00</td>
<td>0.00</td>
<td>218.00-</td>
</tr>
<tr>
<td>250-610-6311</td>
<td>OTHER CONTRACTUAL SERVICES</td>
<td>5,420.00</td>
<td>13,047.04</td>
<td>12,000.00</td>
<td>1,047.04-</td>
</tr>
<tr>
<td>250-610-7102</td>
<td>OFFICE SUPPLIES</td>
<td>424.23</td>
<td>2,337.07</td>
<td>3,000.00</td>
<td>662.93</td>
</tr>
<tr>
<td>250-610-7104</td>
<td>FREIGHT, POSTAGE, ETC</td>
<td>16.00</td>
<td>125.22</td>
<td>500.00</td>
<td>374.78</td>
</tr>
<tr>
<td>250-610-7203</td>
<td>EQUIPMENT SUPPLIES AND PARTS</td>
<td>0.00</td>
<td>348.56</td>
<td>0.00</td>
<td>348.56-</td>
</tr>
<tr>
<td>250-610-7208</td>
<td>NATURAL GAS EXPENSE</td>
<td>261.80</td>
<td>2,101.39</td>
<td>2,250.00</td>
<td>148.61</td>
</tr>
<tr>
<td>250-610-7299</td>
<td>OTHER COMMODITIES</td>
<td>95.65</td>
<td>1,049.10</td>
<td>5,000.00</td>
<td>3,950.90</td>
</tr>
<tr>
<td>250-610-7303</td>
<td>TAXES</td>
<td>378.96</td>
<td>7,485.59</td>
<td>11,000.00</td>
<td>3,514.41</td>
</tr>
<tr>
<td>250-610-7307</td>
<td>PETTY CASH FOR BIG WELL</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>250-610-7400</td>
<td>CAPITOL OUTLAY</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>250-610-7600</td>
<td>ITEMS FOR RESALE</td>
<td>215.50</td>
<td>25,823.13</td>
<td>45,000.00</td>
<td>19,176.87</td>
</tr>
<tr>
<td>250-610-8106</td>
<td>CREDIT CARD CHARGES</td>
<td>0.00</td>
<td>1,563.08</td>
<td>5,000.00</td>
<td>3,436.92</td>
</tr>
<tr>
<td>250-610-8120</td>
<td>INSURANCE AND BONDS</td>
<td>0.00</td>
<td>13,300.83</td>
<td>15,000.00</td>
<td>1,699.17</td>
</tr>
<tr>
<td>250-910-4901</td>
<td>TRANSFER FROM TOS STATE MONEY</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>250-910-9100</td>
<td>FUND TRANSFERS</td>
<td>0.00</td>
<td>98,130.29</td>
<td>100,000.00</td>
<td>1,869.71</td>
</tr>
<tr>
<td>250-999-9999</td>
<td>PROFIT HANDLER</td>
<td>119,794.35</td>
<td>119,794.35</td>
<td>119,794.35</td>
<td></td>
</tr>
</tbody>
</table>

**DIFFERENCE**

|              |              |              |              |              |              |
|--------------|--------------|--------------|--------------|--------------|
| 111,773.19   | 0.00        | 156,747.00   | 156,747.00-  |

**PROOF**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>111,773.19</td>
<td>0.00</td>
<td>156,747.00</td>
<td>156,747.00-</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. PBC2009-00

A RESOLUTION OF THE CITY OF GREENSBURG, KANSAS PUBLIC BUILDING COMMISSION APPROVING AND ADOPTING BYLAWS.

WHEREAS, under the authority of K.S.A. 12-1757 et seq., as amended by Charter Ordinance No. 11 of City of Greensburg, Kansas (the "Act"), the City of Greensburg, Kansas Public Building Commission (the "PBC"), a municipal corporation of the State of Kansas, has heretofore been created by Ordinance No. 988 of the governing body of the City of Greensburg, Kansas (the "City"); and

WHEREAS, the PBC is authorized, and hereby finds it necessary and advisable, to approve and adopt bylaws to govern the internal affairs of the PBC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GREENSBURG, KANSAS PUBLIC BUILDING COMMISSION:

SECTION 1. Approval and Adoption of Bylaws. The Bylaws presented with and attached to this Resolution as Exhibit A are approved and adopted by the PBC and shall govern the internal affairs of the PBC. The Bylaws may be amended as provided therein.

SECTION 2. Effective Date. This Resolution shall be effective from and after its adoption by the PBC.

ADOPTED by the City of Greensburg, Kansas Public Building Commission on October 6, 2009.

[Signature]
President

ATTEST:

[Signature]
Secretary
Greensburg Public Building Commission
October 6, 2009
Incubator

On October 6, 2009 at 6pm, the Greensburg Public Building Commission held its organizational meeting. Members present: Greg Waters, Erica Goodman, Judy Kirk and Debbie Goering. Marvin George was absent. Staff present: Gordon Stull, City Attorney, Steve Hewitt, City Administrator and Kim Alderfer, Assistant City Administrator. Gordon explained the purpose of a Public Building Commission. It is a financial vehicle for funding of government projects where debt is limited. The Commission is to adopt bylaws and elect officers. They are subject to open meetings and open records. The meeting quorum is four and majority is three.

Adoption of Bylaws
Greg made a motion to adopt the bylaws. Erica seconded. Motion passed 4-0.

Election of Officers
Judy made a motion to nominate Greg Waters as President. Erica seconded. There were no other nominations. Motion passed 3-1.

Judy made a motion to nominate Erica for Vice President. Greg seconded. There were no other nominations. Motion passed 4-0.

Erica made a motion to nominate Marvin for Secretary. Judy seconded. There were no other nominations. Motion passed 4-0.

Big Well Museum
Discussion was held about the Big Well project. There is already a half cent sales tax in place that will be used to pay a 15-20 year bond. We have approximately $700,000 FEMA and insurance. Next steps will be to get with the Kevin Cowan and have the City Councils proceed with plans for the Big Well. Administrator Hewitt will let the PBC know when the next meeting will be set.
BYLAWS
of the
City Of Greensburg, Kansas Public Building Commission

ARTICLE I
AUTHORITY

The City of Greensburg, Kansas Public Building Commission ("PBC") has been created pursuant to Ordinance No. 933 (the "Creating Ordinance") of the City of Greensburg, Kansas (the "City"), and it is authorized to adopt these bylaws pursuant to law and to the aforementioned Creating Ordinance.

ARTICLE II
ORGANIZATION AND OFFICERS

A. The officers of the PBC shall be a President, a Vice-President and a Secretary, and they shall have the following authority:

1. The President shall preside at all meetings of the PBC and shall sign, execute, act and deliver for the PBC all contracts, warrants, deeds, conveyances, leases, bonds and documents of any kind required or authorized to be signed or delivered by the PBC.

2. The Vice President shall in the absence or disqualification or disability of the President perform the duties of the President and shall act in his/her place with the full power and authority which he/she would have were he/she present. In case of the resignation or death of the President, the Vice President shall perform such duties as are imposed on the President until such time as the PBC shall elect a new President.

3. The Secretary shall keep the records of the PBC and act as secretary at the meetings thereof. The Secretary shall record all votes and shall keep all records of the proceedings of the PBC in a written journal. The Secretary shall keep and protect the seal of the PBC and shall have the power to affix such seal and attest to all contracts and documents authorized to be executed by the PBC.

B. The PBC shall appoint such other officers as may be required by law or Ordinance or Resolution or as the business of the PBC demands.

C. The officers of the PBC shall perform such other duties and functions as may from time to time be required by the PBC or the Bylaws and regulations of the PBC.

D. The President, Vice President and Secretary shall be elected at the annual meeting of the PBC from among and by its number; and they shall hold office for one year or until their successors are elected and qualified.
E. Should an elective office become vacant, the commissioners shall elect a successor from their membership at the next meeting or as soon as is reasonably possible; and such successor shall serve for the unexpired term of office.

F. The PBC may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by law, provided funds are available or made available by the City.

G. Regular members and officers of the PBC shall serve without compensation.

ARTICLE III

MEETINGS OF THE PBC

A. The annual regular meeting of the PBC shall be held in January of each year. The time and place of such meetings shall be determined by the President.

B. The Secretary, or other authorized officer, shall prepare a notice of the meeting and an agenda of all matters to come before the PBC and mail same to the PBC members no later than one week preceding the next regular meeting. A copy of the agenda shall also be furnished to the City Clerk and City Attorney for the City. Any member of the PBC may cause matters to be placed on the agenda by advising the Secretary no later than 12:00 noon on the tenth day preceding the next scheduled meeting.

C. Special meetings of the PBC may be called by the President at any time by giving 24 hours' notice of the time and place of such meeting to all of the members thereof, and such meetings may also be called upon the request of a majority of the qualified members.

D. Four qualified members shall constitute a quorum.

E. All meetings of the PBC shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided by these Bylaws or by procedures adopted by the PBC.

F. At the regular meeting of the PBC, the following shall be the order of business is

1. Roll Call
2. Approval of Minutes of Previous Meeting
3. Communications
4. Reports
5. Unfinished Business
6. New Business
7. Adjournment

G. All matters of business shall be voted upon by voice vote. The yeas and nays shall be entered on the minutes of such meeting when the vote is other than unanimous. On motion and passage of a majority of the members present, a roll call vote may be taken.

H. The PBC shall act by Resolution in all formal matters.
ARTICLE IV
POWERS AND DUTIES OF THE PBC

The PBC shall have authority prescribed in the Creating Ordinance of the City, including the power to:

A. Acquire real estate for purposes of constructing, reconstructing, equipping and furnishing, or purchase or otherwise acquire, a building or buildings or other facilities ("Land and Facilities") of a revenue producing character. Such building or buildings or facilities shall be maintained and operated for (i) City offices or such other purposes as are commonly carried on in connection with such facilities and general City buildings, (ii) public, municipal, community or recreational purposes of the City, (iii) educational, recreational or administrative purposes for school districts, (iv) health care and long-term care facilities of the City, another governmental entity or a non-profit organization operating for such purposes in the City, (v) housing and accommodation of county offices or county businesses or such other purposes as are commonly carried on in connection with such facilities and general county buildings and (vi) for housing, accommodations and parking facilities for offices of state and federal agencies, or (vii) any other buildings or facilities lawfully authorized by state statute or City Charter Ordinance; and,

B. Enter into leases to lease all or any part of such Land and Facilities to any nonprofit corporation organized under the laws of the State of Kansas, or any federal, state, county or county governmental agency, or any municipal corporation, quasi-municipal corporation, political subdivision or body politic, or agency thereof, doing business, maintaining an office or rendering a public service in the county seat or county in which the commission was organized and to rent any space as may not be needed by such governmental agencies for such service facilities as such public building commission may determine will primarily serve the comfort and convenience of the occupants of its buildings or other facilities; and,

C. Acquire fee simple title to real estate, including easements and reversionary interests in roads, highways, streets, alleys and other public places, and personal property required for PBC purposes by purchase, gift, or devise and to take title in the corporation name of the PBC; and,

D. Borrow money and issue revenue bonds ("Bonds") in the manner provided by law for the purpose of paying the cost or a portion of the cost of acquiring, constructing, equipping and furnishing Land and Facilities; to pledge the revenues received from such Land and Facilities to secure such Bonds; and to make covenants with respect to the maintenance, operation, repair and insuring of improvements thereon; and,

E. Adopt a seal; and,

F. Convey title to governmental entities for which the PBC has held title, after Bonds issued for the purpose of acquiring Land and Facilities for the benefit of any such governmental entity have been retired. Conveyance may be made of portions of the Land and Facilities as portions of the Bonds are paid or retired, if provision for such conveyance is provided for in bond documents and in the lease between the PBC and the lessee; and,

G. Pledge the interest in Land and Facilities acquired by the PBC to the payment of Bonds; and,
H. Do all other things and acts authorized and necessary or convenient to carry out the powers granted to the PBC under the Creating Ordinance of the City, K.S.A. 12-1757 et seq., as amended, Charter Ordinance No. 11 of the City, and any other applicable Charter Ordinances of the City; provided, however, that under no circumstance shall any income of the PBC inure to the benefit of any private person.

ARTICLE V
SUPPORT SERVICES

The City shall provide support services to the PBC. The City Attorney may provide legal representation to the PBC.

ARTICLE VI
REQUIRED NOTICES BY PUBLICATION

All notices required by law to be published shall be given by publication in the official newspaper of the City.

ARTICLE VII
SEAL

The seal of the PBC shall have the words "CITY OF GREENSBURG, KANSAS Public Building Commission" in the outer circle.

ARTICLE IX
AMENDMENTS TO BYLAWS

The PBC may, by a two-thirds majority vote thereof, amend these Bylaws or any provisions or sections thereof at any time when the same is not in conflict with or in contravention of any of the laws of the State of Kansas or Ordinances or Resolutions of the City applicable thereto; provided, however, that notice of the proposed amendments be furnished by the Secretary to the PBC members not less than ten days prior to the meeting at which said amendments are to be considered.

ARTICLE X
VESTING OF PROPERTY UPON DISSOLUTION

Upon dissolution of the PBC, title to all property owned by the PBC shall vest in and become the property of the City.
ADOPTED THIS 6TH DAY OF OCTOBER, 2009.

Marvin George, Member

Debbie Goering, Member

Erica Goodman, Member

Judy Kirk, Member

Greg Waters, Member
ORDINANCE NO. 1065

AN ORDINANCE AMENDING ORDINANCE NO. 988 OF THE CITY OF GREENSBURG, KANSAS, WHICH CREATED THE CITY OF GREENSBURG, KANSAS PUBLIC BUILDING COMMISSION.

WHEREAS, the City of Greensburg, Kansas (the "City") has heretofore passed Ordinance No. 988, which created the City of Greensburg, Kansas Public Building Commission (the "PBC") and established the purpose, composition, powers, functions and duties thereof; and

WHEREAS, it is necessary and advisable to amend Section 2 of Ordinance No. 988 to provide for different provisions regarding the composition of the PBC, the appointment of members thereof, and the terms of such members.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GREENSBURG, KANSAS, AS FOLLOWS:

Section 1. Amendment of Section 2 of Ordinance No. 988. Section 2 of Ordinance No. 988 is amended to read as follows:

SECTION 2. Composition of the Public Building Commission. The PBC shall consist of six (6) Members who shall be the same persons as serve as the duly qualified and acting Mayor and Council Members of the Governing Body of the City. The Members shall serve terms simultaneous with their terms as Members of the City’s Governing Body. The Members shall serve without compensation. In the event that the PBC provides buildings or structures that are leased to governmental entities other than the City, (a) the composition of the PBC shall be modified by subsequent ordinance of the Council to conform to the requirements of the Act and (b) the Governing Body shall approve such buildings or structures.

Section 2. Ratification of Ordinance No. 988. Ordinance No. 988, as amended by this Ordinance, is ratified and confirmed in all respects.

Section 3. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.
PASSED by the governing body of the City on June 1, 2015 and APPROVED AND SIGNED by the Mayor:

Robert A. Duncan
Mayor

[SEAL] [ATTEST]

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
CONTRACT FOR REFUSE AND RECYCLABLES COLLECTION

This agreement made and entered into this [date] day of [July], 2015, by and between the City of Greensburg, Kansas, a municipal corporation, hereinafter referred to as City, and Nisly Brothers, Inc., of Hutchinson, Kansas, hereinafter referred to as Contractor.

WHEREAS, Contractor desires to furnish the necessary equipment and furnish manpower to collect, remove and dispose of all garbage, trash, and other waste materials from the citizens, and businesses of the City within its corporate limits, and the City desires to grant to Contractor the exclusive right to the same, this contract is made for the purpose of setting forth the terms and conditions of such collection.

NOW THEREFORE, in consideration of the premises, moneys to be paid, services to be rendered, and mutual covenants herein contained, it is hereby mutually agreed between the City and Contractor as follows.

Contractor agrees to furnish the equipment and manpower necessary to collect recyclables for reclamation, and collect and dispose of garbage, trash, and other waste material from the City.

Contractor shall make collections of refuse within the City between the hours of 5:00 A.M. and 5:00 P.M. Contractor shall not litter refuse in the process of making collections nor shall he allow any refuse to blow from any vehicle used for collection.

Contractor agrees to furnish such collection service in a good and workmanlike manner. The equipment used for such collection services shall be kept in good mechanical working order and shall be kept reasonably clean and sanitary.

Residential Service

1. All materials to be collected pursuant to this contract must be located next to the street from which the trash is normally collected.

2. Residential refuse collection shall be once per week on a day mutually agreed upon. Each resident is provided a Contractor owned 90-95 gallon trash cart. Trash in cart should be bagged. Carts shall remain the property of Contractor. Contractor shall collect all normal residential trash. This does NOT include the following items, commercial trash, remodeling - construction debris, (lumber, plaster, drywall, floor covering and roofing material, concrete, etc.) tires, appliances, unbundled brush, or brush over 3 inches in diameter, or more than 3 feet in length, or one account for more than one household. Any trash not in the trash cart must be in throwaway containers such as boxes or bags, no more than 30-gallon capacity, (no loose piles of trash) and be clearly marked, located by the regular trash pickup area. No box or bag may exceed
40 pounds in weight. Some examples of acceptable normal trash are, moving boxes, general household clean up, couches, chairs, or other furniture, etc. Contractor reserves the right to reschedule bulky item pickup up to two weeks later. For customers who regularly have extra trash (two or more times per month) an additional cart will be issued for an additional charge. Any additional service must be negotiated between Contractor and each customer.

3. Contractor shall make collections of residential recyclables once per month. Such collections will be made using the curbside Single Stream Recycling program. Contractor will provide special recycling cart to each customer who wants to recycle. All acceptable containers, steel (tin) and aluminum beverage and food cans, glass jars and bottles, type 1 – 7 plastic containers and mixed paper; newspapers, books, magazines, cardboard and chipboard, may be commingled in the recycling cart at the curb on recyclables collection day. All recyclables must be in the cart. Contractor will provide information to city to be distributed as needed.

4. City will provide a storage area for storing residential carts. City assumes no risk or liability for loss or damage to carts while in storage unless caused by willful acts of city or its employees.

**Commercial Service**

1. Commercial refuse collection shall be once per week, cardboard and mixed paper recycling collection shall be every other week, on a day mutually agreed upon, from commercial establishments, institutions, and any other businesses.

2. Contractor shall provide refuse and recycling containers to customers as needed. Contractor will negotiate size and schedule with each customer.

3. As compensation for refuse removal and disposal and recycling services as herein provided, City will pay to Contractor the following monthly rates.

**Rates**

As compensation for refuse removal and disposal and recycling services as herein provided, City will pay to Contractor the following monthly rates.

<table>
<thead>
<tr>
<th>Size</th>
<th>Monthly Rate 2016-2018</th>
<th>Monthly Rate 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident 1 trash cart and 1 or 2 recycle carts</td>
<td>$13.00</td>
<td>$13.50</td>
</tr>
<tr>
<td>Additional trash or recycle cart</td>
<td>$6.00</td>
<td>$6.00</td>
</tr>
</tbody>
</table>
## Commercial rates

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2016-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>1/Month</td>
</tr>
<tr>
<td>Residential Cart</td>
<td></td>
</tr>
<tr>
<td>2 Residential Carts</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$ 32.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 34.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 44.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 49.00</td>
</tr>
</tbody>
</table>

### Single Stream Recycle

<table>
<thead>
<tr>
<th>Residential Cart</th>
<th>$ 6.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>2yd</td>
<td>$ 36.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 41.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 46.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 53.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 59.00</td>
</tr>
</tbody>
</table>

### Mixed Paper or Cardboard

| 2yd              | $ 27.00 | $ 41.00 |
| 3yd              | $ 27.00 | $ 41.00 |
| 4yd              | $ 27.00 | $ 41.00 |
| 6yd              | $ 30.00 | $ 41.00 |
| 8yd              | $ 33.00 | $ 41.00 |

## Trash Containers Frequency – Monthly Rate 2019-2020

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Cart</td>
<td>$ 18.50</td>
</tr>
<tr>
<td>2 Residential Carts</td>
<td>$ 24.50</td>
</tr>
<tr>
<td>2yd</td>
<td>$ 33.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 38.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 50.00</td>
</tr>
</tbody>
</table>

### Single Stream Recycle

<table>
<thead>
<tr>
<th>Residential Cart</th>
<th>$ 6.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>2yd</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 42.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 47.00</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 54.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>Mixed Paper or Cardboard</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$ 28.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 28.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 28.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 31.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 34.00</td>
</tr>
</tbody>
</table>

**Miscellaneous**

1. Contractor shall provide trash service for normal trash from all City owned buildings inside the City limits, without any charge.

2. Contractor’s present landfill disposal cost as of June 1, 2015, is $0.00 per ton. If the landfill charge increases, for each dollar per ton increase in landfill charges, the monthly rate to be paid for residential cart service shall increase $0.10 per trash cart and commercial customers will be increased $0.50 per month for each cubic yard of trash collected each week. Contractor will give a minimum of thirty days written notice to the City to institute this change.

3. Contractor shall provide bulky item collection for City’s annual ‘Spring Cleanup’, without any additional charge. The day will be mutually agreed upon.

4. City represents that streets and alleys that Contractor will need to use to provide the services of this agreement are capable of bearing the weight of Contractor’s trucks necessary to provide said services. Contractor shall not be liable for any damage to pavement, curbing or any other surface in the City rights of way resulting from equipment providing services in the City, except in the case of operator negligence.

5. The City may add any additional fee for collection of above monthly charges from each customer. Any additional service must be negotiated between Contractor and each customer.

6. The City agrees to inform Contractor of the number of customers desiring services and any changes in service, and will each month account for and itemize charges. City will pay to Contractor in one lump sum for each customer serviced each month by the 25th of following month.

7. Contractor and the City shall negotiate a mutually agreeable rate adjustment when costs beyond the control of the Contractor are increased. These include, but are not exclusive of; federal, state, or local laws or ordinances that
mandate new taxes, or surcharges that directly or indirectly impact Contractor in providing services.

8. In the event of default by either City of Contractor of their respective obligations under this agreement, the other party may give the defaulting party written notice of such default and the defaulting party shall have thirty (30) days in which to cure such default. If the default is not timely cured, this agreement may be terminated by the non-defaulting party. Failure to give notice of default or to exercise the right to do so in the event of future defaults.

9. During the time in which this contract is in force and effect, City shall make no other contract relative to the collection of refuse and garbage within the City and shall give Contractor the exclusive right to remove and collect the same, except where residents haul their own refuse.

10. The parties intend that an independent contractor-customer relationship will be created by this agreement. City is interested only in the results to be achieved and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any of the benefits that City provides for City’s employees. It is further understood that Contractor is free to contract for similar services to be performed for others while under contract with City.

11. Contractor agrees to maintain such insurance as will fully protect both Contractor and City from any and all claims under any worker's compensation act or employers' liability laws, and from any and all other claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this contract, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor agrees to provide City with certificates evidencing the required coverage written by a company licensed to do business in Kansas, providing public liability insurance covering all operations and all vehicles operated by the Contractor in City. Such policy shall provide not less than $1,000,000.00 general liability insurance for each accident and not less than $2,000,000.00 aggregate general liability. City shall be named an additional insured on all polices. Said insurance shall not be canceled without ten (10) days written notice to City and, after such notice, Contractor shall stop work.

12. This agreement shall be subject to change to comply with all laws and ordinances of the City and of the State of Kansas and the federal government.

13. Contractor reserves the right to refuse service to any customer whose account is not current with City.
14. This agreement shall be for the period beginning on January 1, 2016, and ending on December 31, 2020, and may be renewed by mutual agreement of both parties.

15. This agreement may not be assigned by contractor without prior written consent of City.

16. In the event of a dispute between City and Contractor arising out of this Contract which is not mutually resolved, the parties shall submit the dispute to binding arbitration pursuant to the Uniform Arbitration Act of Kansas, KSA 5-401 et seq. To initiate arbitration, either party shall notify the other in writing of the specific issues in dispute and the parties shall then have twenty (20) days to mutually agree on an arbitration, either party shall notify the other in writing of the specific issues in dispute and the parties shall then have twenty (20) days to mutually agree on an arbitrator. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected by the Judge of the District Court of Kiowa County, Kansas, upon written application of the parties. The arbitration hearing will take place at Greensburg, Kansas. The arbitration award or decision shall be binding on the parties and may be entered as a judgment in the District Court of Kiowa County, Kansas. Each party shall bear their own attorney fees, costs and expenses of arbitration. This agreement is governed by and shall be interpreted in accordance of the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have subscribed this contract this 4th day of July, 2015.

CITY OF Greensburg, KANSAS

[Signature]
Robert A. Dixson, Mayor

NISLY BROTHERS, INC.

[Signature]
J Marvin Nisly, President

ATTEST

[Signature]
Christy Pratt, City Clerk
Stacy Barnes, City Administrator  
City of Greensburg  
300 S Main ST  
Greensburg, KS 67054

Dear Ms. Barnes,

I appreciate working with your city. For nearly ten years we have provided excellent trash and recycling services and look forward to many more years of service to your city. As you may be aware, the contract that we have with your city expires on December 31, 2020.

We recently installed Nisly SafeWaste wind latches on our trash and recycle carts in your city. During the installation, we asked residents to rate the latch and our service. The initial response we have gotten on the wind latches has been very positive.

For many years we have looked for a wind latch for our residential carts that also works with our automated trucks. When the wind gets under the lid and blows the lid open, the force of the lid can knock the cart over. Open carts, upright or on the ground, allow blowing litter to make a mess in your neighborhood.

After extensive testing, we have decided to retrofit all our carts with the Nisly SafeWaste wind latch. We have begun the process to install the new wind latch onto each cart. This simple device attaches to the lid and allows residents to latch the lid, yet automatically releases when the container is emptied! We believe this will be a great benefit to you and your residents.

Recycling is a big part of actively caring for our environment. However, our costs for processing recyclables has increased dramatically in the past three years. Early in 2017 China increased restrictions on importing recyclable materials. Even though we never shipped our recyclables overseas, China’s actions have caused a ripple through the recyclables markets, globally, causing a glut in materials in every commodity, pushing the price for clean recyclables to all-time lows.

This decrease in value of materials has forced processors to pass the cost of sorting materials to the suppliers of the materials. Our total cost of processing a ton of recyclables has increased from about $40.00 to $95.00 per ton!

As you are aware, Kiowa County is no longer providing recycling containers placed in your city for county residents to use. We propose to place several cardboard containers in a suitable location for your residents to use, at no additional charge. Miscellaneous, paragraph 2. All you need to do is decide on a suitable location.

There is a new paragraph under Miscellaneous, paragraph 4, in the proposed agreement that allows for increases due to higher costs for recyclables processing in the future. In addition, commercial recycling pricing has increased about 15%. In addition to these changes in the proposed rates and some other minor changes, the agreement is a generally an updated copy of the existing agreement.
Even with our higher costs, and the Nisly SafeWaste wind latch, we can continue to provide you with our top-quality service for an increase of just around a 7% in the base residential rate.

With this letter, I have attached two options for you to consider. Option 1 is a 10-year agreement that gives your residents the best pricing, and the rates are constant for 4 entire years with an increase in years five and eight. Option 2 is a 7-year agreement, the base residential price is about 3% higher and the initial rate is locked in for 3 years.

I encourage you to select the ten-year option. This gives your residents the best value and you lock in your rates for ten full years.

If everything meets your approval, let me know which option you select and have the appropriate agreement signed and return it.

Sincerely,

J Marvin Nisly
President
Option 1 – 10-year agreement

CONTRACT FOR REFUSE AND RECYCLABLES COLLECTION

This agreement made and entered into this ______ day of _________ 2020,
by and between the City of Greensburg, Kansas, a municipal corporation, hereinafter
referred to as City, and Nisly Brothers, Inc., of Hutchinson, Kansas, hereinafter
referred to as Contractor.

WHEREAS, Contractor desires to furnish the necessary equipment and furnish
manpower to collect, remove and dispose of all garbage, trash, and other waste
materials from the citizens, and businesses of the City within its corporate limits, and
the City desires to grant to Contractor the exclusive right to the same, this contract is
made for the purpose of setting forth the terms and conditions of such collection.

NOW THEREFORE, in consideration of the premises, moneys to be paid, services
to be rendered, and mutual covenants herein contained, it is hereby mutually agreed
between the City and Contractor as follows.

Contractor agrees to furnish the equipment and manpower necessary to collect
recyclables for reclamation, and collect and dispose of garbage, trash, and other
waste material from the City.

Contractor shall make collections of refuse within the City between the hours of 5:00
A.M. and 5:00 P.M. Contractor shall not litter refuse in the process of making
collections nor shall he allow any refuse to blow from any vehicle used for
collection.

Contractor agrees to furnish such collection service in a good and workmanlike
manner. The equipment used for such collection services shall be kept in good
mechanical working order and shall be kept reasonably clean and sanitary.

Residential Service

1. All materials to be collected pursuant to this contract must be located next to
the street from which the trash is normally collected.

2. Residential refuse collection shall be once per week on a day mutually agreed
upon. Each resident is provided a Contractor owned, 95-gallon trash cart with
wind latch. Trash in cart should be bagged. Carts shall remain the property of
Contractor. Contractor shall collect all normal residential trash. This does
NOT include the following items, commercial trash, remodeling -
construction debris, (lumber, plaster, drywall, floor covering and roofing
material, concrete, etc.) tires, appliances, unbundled brush, or brush over 3
inches in diameter, or more than 3 feet in length, or one account for more
than one household. Any trash not in the trash cart must be in throwaway
containers such as boxes or bags, no more than 30-gallon capacity, (no loose
piles of trash) and be clearly marked, located by the regular trash pickup
area. No box or bag may exceed 40 pounds in weight. Some examples of acceptable normal trash are, moving boxes, general household clean up, couches, chairs, or other furniture, etc. Contractor reserves the right to reschedule bulky item pickup up to two weeks later. For customers who regularly have extra trash (two or more times per month) an additional cart will be issued for an additional charge. Any additional service must be negotiated between Contractor and each customer.

3. Contractor shall make collections of residential recyclables once per month. Such collections will be made using the curbside Single Stream Recycling program. Contractor will provide special recycling cart with wind latch, to each customer who wants to recycle. All acceptable containers, steel (tin) and aluminum beverage and food cans, glass jars and bottles, type 1 – 7 plastic containers and mixed paper; newspapers, books, magazines, cardboard and chipboard, may be commingled in the recycling cart at the curb on recyclables collection day. All recyclables must be in the cart. Contractor will provide information to city to be distributed as needed.

4. City will provide a storage area for storing residential carts. City assumes no risk or liability for loss or damage to carts while in storage unless caused by willful acts of city or its employees.

**Commercial Service**

1. Commercial refuse collection shall be once per week, cardboard and mixed paper recycling collection shall be every other week, on a day mutually agreed upon, from commercial establishments, institutions, and any other businesses.

2. Contractor shall provide refuse and recycling containers to customers as needed. Contractor will negotiate size and schedule with each customer.

3. As compensation for refuse removal and disposal and recycling services as herein provided, City will pay to Contractor the following monthly rates.

**Rates**

As compensation for refuse removal and disposal and recycling services as herein provided, City will pay to Contractor the following monthly rates.

<table>
<thead>
<tr>
<th>Residential rates</th>
<th>Monthly Rate 2021-2024</th>
<th>Monthly Rate 2025-2027</th>
<th>Monthly Rate 2028-2030</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident with 1 trash cart and 1 or 2 recycle carts</td>
<td>$14.50</td>
<td>$15.50</td>
<td>$16.50</td>
</tr>
<tr>
<td>Additional trash or recycle cart</td>
<td>$6.50</td>
<td>$6.75</td>
<td>$7.00</td>
</tr>
</tbody>
</table>
All rates to be paid shall be adjusted on January 1 of each applicable year. Contractor will give a minimum of thirty days written notice to the City to institute these changes.

**Commercial rates**

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2021-2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/Month</td>
</tr>
<tr>
<td>Residential Cart</td>
<td>$ 19.50</td>
</tr>
<tr>
<td>2 Residential Carts</td>
<td>$ 25.50</td>
</tr>
<tr>
<td>2yd</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 40.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 48.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 53.00</td>
</tr>
</tbody>
</table>

**Single Stream Recycle**

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2021-2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/Month</td>
</tr>
<tr>
<td>Residential Cart</td>
<td>$ 7.50</td>
</tr>
<tr>
<td>2yd</td>
<td>$ 39.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 57.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 63.00</td>
</tr>
</tbody>
</table>

**Mixed Paper or Cardboard**

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2021-2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/Month</td>
</tr>
<tr>
<td>2yd</td>
<td>$ 33.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 33.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 33.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 40.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2025-2027</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/Month</td>
</tr>
<tr>
<td>Residential Cart</td>
<td>$ 20.50</td>
</tr>
<tr>
<td>2 Residential Carts</td>
<td>$ 26.50</td>
</tr>
<tr>
<td>2yd</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 39.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 42.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 51.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 56.00</td>
</tr>
<tr>
<td>Single Stream Recycle</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Residential Cart</td>
<td>$ 8.00</td>
</tr>
<tr>
<td>2yd</td>
<td>$ 41.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 48.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 53.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 67.00</td>
</tr>
<tr>
<td>Mixed Paper or Cardboard</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 39.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 42.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2028-2030</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>1/Month</td>
</tr>
<tr>
<td>Residential Cart</td>
<td></td>
</tr>
<tr>
<td>2 Residential Carts</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$ 39.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 42.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 54.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 58.00</td>
</tr>
<tr>
<td>Single Stream Recycle</td>
<td></td>
</tr>
<tr>
<td>Residential Cart</td>
<td>$ 8.50</td>
</tr>
<tr>
<td>2yd</td>
<td>$ 43.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 51.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 56.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 63.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 71.00</td>
</tr>
<tr>
<td>Mixed Paper or Cardboard</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$ 41.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$ 45.00</td>
</tr>
</tbody>
</table>
Miscellaneous

1. Contractor shall provide trash service for normal trash from all City owned buildings inside the City limits, without any charge.

2. Contractor shall provide up to four 8-cubic yard cardboard recycling containers to be placed in the City at a mutually agreeable location, emptied every other week on a mutually agreeable schedule, for residents and businesses to use, without any charge.

3. Contractor’s present landfill disposal cost as of January 1, 2020, is $0.00 per ton. If the landfill charge increases, for each dollar per ton increase in landfill charges, the monthly rate to be paid for residential cart service shall increase $0.10 per trash cart and commercial customers will be increased $0.50 per month for each cubic yard of trash collected each week. In no case shall the rate to be paid to Contractor decrease. Contractor will give a minimum of thirty days written notice to the City to institute this change.

4. Contractor’s present recyclables processing cost as of January 1, 2020, is $95.00 per ton. If the recyclables processing charge increases, for each dollar per ton increase in processing charges, the monthly rate to be paid for residential cart service shall increase $0.05 per residential recycle cart and commercial customers will be increased $0.25 per month for each cubic yard of recyclables collected each week. In no case shall the rate to be paid to Contractor decrease. Contractor will give a minimum of thirty days written notice to the City to institute this change.

5. Contractor shall provide bulky item collection for City’s annual ‘Spring Cleanup’, without any additional charge. The day will be mutually agreed upon.

6. City represents that streets and alleys that Contractor will need to use to provide the services of this agreement are capable of bearing the weight of Contractor’s trucks necessary to provide said services. Contractor shall not be liable for any damage to pavement, curbing or any other surface in the City rights of way resulting from equipment providing services in the City, except in the case of operator negligence.

7. The City may add any additional fee for collection of above monthly charges from each customer. Any additional service must be negotiated between Contractor and each customer.

8. The City agrees to inform Contractor of the number of customers desiring services and any changes in service and will each month account for and itemize charges. City will pay to Contractor in one lump sum for each customer serviced each month by the 25th of following month.
9. Contractor and the City shall negotiate a mutually agreeable rate adjustment when costs beyond the control of the Contractor are increased. These include, but are not exclusive of, federal, state, or local laws or ordinances that mandate new taxes, or surcharges that directly or indirectly impact Contractor in providing services.

10. In the event of default by either City of Contractor of their respective obligations under this agreement, the other party may give the defaulting party written notice of such default and the defaulting party shall have thirty (30) days in which to cure such default. If the default is not timely cured, this agreement may be terminated by the non-defaulting party. Failure to give notice of default or to exercise the right to do so in the event of future defaults.

11. During the time in which this contract is in force and effect, City shall make no other contract relative to the collection of refuse and garbage within the City and shall give Contractor the exclusive right to remove and collect the same, except where residents haul their own refuse.

12. The parties intend that an independent contractor-customer relationship will be created by this agreement. City is interested only in the results to be achieved and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any of the benefits that City provides for City’s employees. It is further understood that Contractor is free to contract for similar services to be performed for others while under contract with City.

13. Contractor agrees to maintain such insurance as will fully protect both Contractor and City from any and all claims under any worker's compensation act or employers' liability laws, and from any and all other claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone whosoever, that may arise from operations carried on under this contract, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor agrees to provide City with certificates evidencing the required coverage written by a company licensed to do business in Kansas, providing public liability insurance covering all operations and all vehicles operated by the Contractor in City. Such policy shall provide not less than $1,000,000.00 general liability insurance for each accident and not less than $2,000,000.00 aggregate general liability. City shall be named an additional insured on all polices. Said insurance shall not be canceled without ten (10) days written notice to City and, after such notice, Contractor shall stop work.

14. This agreement shall be subject to change to comply with all laws and ordinances of the City and of the State of Kansas and the federal government.

15. Contractor reserves the right to refuse service to any customer whose account is not current with City.
16. This agreement shall be for the period beginning on January 1, 2021, and ending on December 31, 2030, and may be renewed by mutual agreement of both parties.

17. This agreement may not be assigned by contractor without prior written consent of City.

18. Notwithstanding anything else herein, in the event that the term of this Agreement extends beyond the calendar year in which the Agreement is executed and delivered, any such extension will be subject to the City’s budgeting and appropriating funds for the continuation of services provided by Contractor for each of the City’s budget years.

19. In the event of a dispute between City and Contractor arising out of this Contract which is not mutually resolved, the parties shall submit the dispute to binding arbitration pursuant to the Uniform Arbitration Act of Kansas, KSA 5-401 et seq. To initiate arbitration, either party shall notify the other in writing of the specific issues in dispute and the parties shall then have twenty (20) days to mutually agree on an arbitrator, either party shall notify the other in writing of the specific issues in dispute and the parties shall then have twenty (20) days to mutually agree on an arbitrator. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected by the Judge of the District Court of Kiowa County, Kansas, upon written application of the parties. The arbitration hearing will take place at Greensburg, Kansas. The arbitration award or decision shall be binding on the parties and may be entered as a judgment in the District Court of Kiowa County, Kansas. Each party shall bear their own attorney fees, costs and expenses of arbitration. This agreement is governed by and shall be interpreted in accordance of the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have subscribed this contract this _____ day of ____________, 2020.

CITY OF Greensburg, KANSAS

________________________
Mathew C. Christenson, Mayor

NISLY BROTHERS, INC.

________________________
J Marvin Nisly, President

ATTEST

________________________
Christy Pyatt, City Clerk
Option 2 - 7-year agreement

CONTRACT FOR REFUSE AND RECYCLABLES COLLECTION

This agreement made and entered into this ______ day of ________ 2020,
by and between the City of Greensburg, Kansas, a municipal corporation, hereinafter
referred to as City, and Nisly Brothers, Inc., of Hutchinson, Kansas, hereinafter
referred to as Contractor.

WHEREAS, Contractor desires to furnish the necessary equipment and furnish
manpower to collect, remove and dispose of all garbage, trash, and other waste
materials from the citizens, and businesses of the City within its corporate limits, and
the City desires to grant to Contractor the exclusive right to the same, this contract is
made for the purpose of setting forth the terms and conditions of such collection.

NOW THEREFORE, in consideration of the premises, moneys to be paid, services
to be rendered, and mutual covenants herein contained, it is hereby mutually agreed
between the City and Contractor as follows.

Contractor agrees to furnish the equipment and manpower necessary to collect
recyclables for reclamation, and collect and dispose of garbage, trash, and other
waste material from the City.

Contractor shall make collections of refuse within the City between the hours of 5:00
A.M. and 5:00 P.M. Contractor shall not litter refuse in the process of making
collections nor shall he allow any refuse to blow from any vehicle used for
collection.

Contractor agrees to furnish such collection service in a good and workmanlike
manner. The equipment used for such collection services shall be kept in good
mechanical working order and shall be kept reasonably clean and sanitary.

Residential Service

1. All materials to be collected pursuant to this contract must be located next to
the street from which the trash is normally collected.

2. Residential refuse collection shall be once per week on a day mutually agreed
upon. Each resident is provided a Contractor owned, 95-gallon trash cart with
wind latch. Trash in cart should be bagged. Carts shall remain the property of
Contractor. Contractor shall collect all normal residential trash. This does
NOT include the following items, commercial trash, remodeling -
construction debris, (lumber, plaster, drywall, floor covering and roofing
material, concrete, etc.) tires, appliances, unbundled brush, or brush over 3
inches in diameter, or more than 3 feet in length, or one account for more
than one household. Any trash not in the trash cart must be in throwaway
containers such as boxes or bags, no more than 30-gallon capacity, (no loose
piles of trash) and be clearly marked, located by the regular trash pickup
area. No box or bag may exceed 40 pounds in weight. Some examples of acceptable normal trash are, moving boxes, general household clean up, couches, chairs, or other furniture, etc. Contractor reserves the right to reschedule bulky item pickup up to two weeks later. For customers who regularly have extra trash (two or more times per month) an additional cart will be issued for an additional charge. Any additional service must be negotiated between Contractor and each customer.

3. Contractor shall make collections of residential recyclables once per month. Such collections will be made using the curbside Single Stream Recycling program. Contractor will provide special recycling cart with wind latch, to each customer who wants to recycle. All acceptable containers, steel (tin) and aluminum beverage and food cans, glass jars and bottles, type 1 – 7 plastic containers and mixed paper; newspapers, books, magazines, cardboard and chipboard, may be commingled in the recycling cart at the curb on recyclables collection day. All recyclables must be in the cart. Contractor will provide information to city to be distributed as needed.

4. City will provide a storage area for storing residential carts. City assumes no risk or liability for loss or damage to carts while in storage unless caused by willful acts of city or its employees.

**Commercial Service**

1. Commercial refuse collection shall be once per week, cardboard and mixed paper recycling collection shall be every other week, on a day mutually agreed upon, from commercial establishments, institutions, and any other businesses.

2. Contractor shall provide refuse and recycling containers to customers as needed. Contractor will negotiate size and schedule with each customer.

3. As compensation for refuse removal and disposal and recycling services as herein provided, City will pay to Contractor the following monthly rates.

**Rates**

As compensation for refuse removal and disposal and recycling services as herein provided, City will pay to Contractor the following monthly rates.

<table>
<thead>
<tr>
<th>Residential rates</th>
<th>Monthly Rate</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2021-2023</td>
<td>2024-2027</td>
</tr>
<tr>
<td>Resident with 1 trash cart and 1 or 2 recycle carts</td>
<td>$14.75</td>
<td>$16.50</td>
</tr>
<tr>
<td>Additional trash or recycle cart</td>
<td>$6.50</td>
<td>$6.75</td>
</tr>
</tbody>
</table>
All rates to be paid shall be adjusted on January 1 of each applicable year. Contractor will give a minimum of thirty days written notice to the City to institute these changes.

**Commercial rates**

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2021-2023</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/Month</td>
</tr>
<tr>
<td>Residential Cart</td>
<td></td>
</tr>
<tr>
<td>2 Residential Carts</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$35.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$37.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$40.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$48.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$53.00</td>
</tr>
<tr>
<td>Single Stream Recycle</td>
<td></td>
</tr>
<tr>
<td>Residential Cart</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$39.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$45.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$50.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$57.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$63.00</td>
</tr>
<tr>
<td>Mixed Paper or Cardboard</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$33.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$33.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$33.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$37.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2024-2027</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/Month</td>
</tr>
<tr>
<td>Residential Cart</td>
<td></td>
</tr>
<tr>
<td>2 Residential Carts</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$37.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$39.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$42.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$51.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$56.00</td>
</tr>
<tr>
<td>Single Stream Recycle</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential Cart</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$41.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$48.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$53.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$60.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$67.00</td>
</tr>
<tr>
<td>Mixed Paper or Cardboard</td>
<td></td>
</tr>
<tr>
<td>2yd</td>
<td>$35.00</td>
</tr>
<tr>
<td>3yd</td>
<td>$35.00</td>
</tr>
<tr>
<td>4yd</td>
<td>$35.00</td>
</tr>
<tr>
<td>6yd</td>
<td>$39.00</td>
</tr>
<tr>
<td>8yd</td>
<td>$42.00</td>
</tr>
</tbody>
</table>

**Miscellaneous**

1. Contractor shall provide trash service for normal trash from all City owned buildings inside the City limits, without any charge.

2. Contractor shall provide up to four 8-cubic yard cardboard recycling containers to be placed in the City at a mutually agreeable location, emptied every other week on a mutually agreeable schedule, for residents and businesses to use, without any charge.

3. Contractor’s present landfill disposal cost as of January 1, 2020, is $0.00 per ton. If the landfill charge increases, for each dollar per ton increase in landfill charges, the monthly rate to be paid for residential cart service shall increase $0.10 per trash cart and commercial customers will be increased $0.50 per month for each cubic yard of trash collected each week. In no case shall the rate to be paid to Contractor decrease. Contractor will give a minimum of thirty days written notice to the City to institute this change.

4. Contractor’s present recyclables processing cost as of January 1, 2020, is $95.00 per ton. If the recyclables processing charge increases, for each dollar per ton increase in processing charges, the monthly rate to be paid for residential cart service shall increase $0.05 per residential recycle cart and commercial customers will be increased $0.25 per month for each cubic yard of recyclables collected each week. In no case shall the rate to be paid to Contractor decrease. Contractor will give a minimum of thirty days written notice to the City to institute this change.

5. Contractor shall provide bulky item collection for City’s annual ‘Spring Cleanup’, without any additional charge. The day will be mutually agreed upon.
6. City represents that streets and alleys that Contractor will need to use to provide the services of this agreement are capable of bearing the weight of Contractor’s trucks necessary to provide said services. Contractor shall not be liable for any damage to pavement, curbing or any other surface in the City rights of way resulting from equipment providing services in the City, except in the case of operator negligence.

7. The City may add any additional fee for collection of above monthly charges from each customer. Any additional service must be negotiated between Contractor and each customer.

8. The City agrees to inform Contractor of the number of customers desiring services and any changes in service and will each month account for and itemize charges. City will pay to Contractor in one lump sum for each customer serviced each month by the 25th of following month.

9. Contractor and the City shall negotiate a mutually agreeable rate adjustment when costs beyond the control of the Contractor are increased. These include, but are not exclusive of, federal, state, or local laws or ordinances that mandate new taxes, or surcharges that directly or indirectly impact Contractor in providing services.

10. In the event of default by either City of Contractor of their respective obligations under this agreement, the other party may give the defaulting party written notice of such default and the defaulting party shall have thirty (30) days in which to cure such default. If the default is not timely cured, this agreement may be terminated by the non-defaulting party. Failure to give notice of default or to exercise the right to do so in the event of future defaults.

11. During the time in which this contract is in force and effect, City shall make no other contract relative to the collection of refuse and garbage within the City and shall give Contractor the exclusive right to remove and collect the same, except where residents haul their own refuse.

12. The parties intend that an independent contractor-customer relationship will be created by this agreement. City is interested only in the results to be achieved and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any of the benefits that City provides for City’s employees. It is further understood that Contractor is free to contract for similar services to be performed for others while under contract with City.

13. Contractor agrees to maintain such insurance as will fully protect both Contractor and City from any and all claims under any worker’s compensation act or employers’ liability laws, and from any and all other claims of whatsoever kind or nature for the damage to property or for personal injury, including
death, made by anyone whomsoever, that may arise from operations carried on under this contract, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor agrees to provide City with certificates evidencing the required coverage written by a company licensed to do business in Kansas, providing public liability insurance covering all operations and all vehicles operated by the Contractor in City. Such policy shall provide not less than $1,000,000.00 general liability insurance for each accident and not less than $2,000,000.00 aggregate general liability. City shall be named an additional insured on all polices. Said insurance shall not be canceled without ten (10) days written notice to City and, after such notice, Contractor shall stop work.

14. This agreement shall be subject to change to comply with all laws and ordinances of the City and of the State of Kansas and the federal government.

15. Contractor reserves the right to refuse service to any customer whose account is not current with City.

16. This agreement shall be for the period beginning on January 1, 2021, and ending on December 31, 2030, and may be renewed by mutual agreement of both parties.

17. This agreement may not be assigned by contractor without prior written consent of City.

18. Notwithstanding anything else herein, in the event that the term of this Agreement extends beyond the calendar year in which the Agreement is executed and delivered, any such extension will be subject to the City’s budgeting and appropriating funds for the continuation of services provided by Contractor for each of the City’s budget years.

19. In the event of a dispute between City and Contractor arising out of this Contract which is not mutually resolved, the parties shall submit the dispute to binding arbitration pursuant to the Uniform Arbitration Act of Kansas, KSA 5-401 et seq. To initiate arbitration, either party shall notify the other in writing of the specific issues in dispute and the parties shall then have twenty (20) days to mutually agree on an arbitrator, the arbitrator shall be selected by the Judge of the District Court of Kiowa County, Kansas, upon written application of the parties. The arbitration hearing will take place at Greensburg, Kansas. The arbitration award or decision shall be binding on the parties and may be entered as a judgment in the District Court of Kiowa County, Kansas. Each party shall bear their own attorney fees, costs and expenses of arbitration. This agreement is governed by and shall be interpreted in accordance of the laws of the State of Kansas.
IN WITNESS WHEREOF, the parties hereto have subscribed this contract this ___ day of____________, 2020.

CITY OF Greensburg, KANSAS

Mathew C. Christenson, Mayor

ATTEST

Christy Pyatt, City Clerk

NISLY BROTHERS, INC.

J Marvin Nisly, President
2019 City of Greensburg Departmental Projects & Accomplishments

Streets/Parks/Utilities/Airport

- Street Sealing: Completed in November for southern portion of town, north Bay Street, and Ohio Street.
- Pool Park Shelter concrete and shelter construction, pool concrete apron
- Tree trimming on Main Street and Big Well park. Sunset Park by volunteers.
- Downtown planters: partial purple sage replacement with other flowers to increase visibility at intersections
- Old vehicle/equipment sales through Gavel Roads auction: 9 pieces sold totaling about $8,000
- Sunset Park soccer nets replaced
- Spray rig purchased for fertilizer application
- Water valve and Fire Hydrant replacements
- Sewer Lagoon potential issue evaluated by PEC and gave some recommendations.
- Hired new Lineman Apprentice employee in November
- Highway Light Poles were evaluated by PEC and the rusting is still an issue
- Replaced some electric and light poles
- Main/Hwy 54 water leak repair
- Water treatment plant leak repair, December
- Purchase of new Bobcat
- Airport Grand Opening, April 26th
- Worked with Haviland Telephone Company on fiber installation in town

Police

- Highway and local traffic enforcement
- Began hiring process for new Chief

Administration

- Election of Mayor and 2 council members
- Purchased 3 new computers, new server and entered into service agreement with Office Solutions for IT services
- Incubator Rental Rates increases approved and implemented
- Building maintenance/repairs at City Hall
- Completed Public Building Commission/Big Well Museum bond refinancing process
- Annual Employee insurance coverage, amendments to holidays, 2020 cost of living adjustment
- Amendments to City Code including Fire Pit regulations
- Hired new swimming pool manager and asst. manager for successful pool season
- Renewed city property insurance coverage with EMC
- Transferred City phone and internet services to Haviland Telephone
• Successful 2020 budget process, 2018 audit and Big Well budget amendment due to bond refinancing principal payment
• Accepted 4 properties into the Greensburg Land Bank, sold/donated 1
• Right of way agreement with Haviland Telephone Company
• Memorandum of Understanding with Kiowa County regarding law enforcement functions
• Successful application and award of Kansas Housing Resources Corporation Moderate Income Housing Grant for $400,000
• Had 2 employees serve as president of statewide organizations: Christy Pyatt as President of the City Clerks and Municipal Finance Officer’s Association, and Stacy Barnes Travel Industry Association of Kansas President

Convention & Tourism, Big Well Museum

• Hired new Convention & Tourism Director
• Worked with other non-profits to apply for Humanities Kansas 2020 traveling Smithsonian exhibit, Crossroads. 5.4.7 Arts Center applied for and was selected to host the exhibit
• Work with Tourism Board on 2019 marketing and promotion
• Won 2 marketing awards from the Travel Industry Association of Kansas for Stop In, Charge Up, Visit Greensburg video.
• Had engineer evaluate beams at Big Well Museum and give recommendations for repair
• Had booths at the Kansas State Fair and Mother Earth News Fair promoting Greensburg
• Hosted at least 5 motorcoach groups (185 people), 6 school groups totaling over 500 students, and hosted at least 6 other groups in town