The meeting is available online via the City of Greensburg Facebook page and Kiowa County Media Center YouTube Channel.

A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

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

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

1. Approval of Minutes
   a. Regular Meeting – September 8, 2020

2. Appropriation Ordinance
   a. Ordinance #1180

F) ITEMS OF BUSINESS

1. Receive Kerri Ulrich, Kiowa County Public Health Officer, for COVID-19 Updates
2. Consider Resolution 2020-07 authorizing and directing the City Administrator to file an application for participation in the Kansas Housing Resources Corporation (KHRC) Moderate Income Housing Program addressing affordable, moderate income housing needs in the State of Kansas
3. Convene as Land Bank Board: Consider Land Bank property donation, 219 and 223 S. Bay Street, towards MIH Housing Project Pending KHRC Grant Approval
4. Remain Convened as Land Bank Board: Consider Land Bank Property Short Term Lease, Michels Power
5. STO/UPOC Update, Ordinance 1101
6. MOA with Kiowa County Regarding Coronavirus Relief Funds
7. Consider Purchase of Ford Explorer for Police Department
8. Consider Purchase of and Contract for Body Cameras for Police Department
9. Police Department Policy Amendments
10. City Social Media Policy Amendments
11. Kennedy McKee & Company 2020 Engagement Letter
12. KPP and LKM Voting Delegate Designation

G) CITY STAFF REPORTS

H) GOVERNING BODY COMMENTS

I) 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
September 8, 2020
City Hall

A) CALL TO ORDER
Mayor Matt Christenson called the September 8, 2020 meeting to order at 6:00 p.m.

B) PLEDGE OF ALLEGIANCE & INVOCATION
The Pledge of Allegiance was said. Invocation was given by Pastor Jon Harrison.

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

McBeath made a motion to approve the agenda as presented. Kern seconded. Motion passed 5-0.

D) CITIZEN COMMENTS
There were no comments submitted in advance and none from those in attendance.

E) CONSENT AGENDA
Trummel asked for explanation of the $41,283.00 expenditure from Casco Industries. Barnes advised this was a purchase by the Fire Department for uniform pants and coats. The City will be reimbursed for the expenditure through a FEMA grant the department was previously awarded. McBeath made a motion, seconded by Reves, to approve the Consent Agenda as presented. Motion passed 5-0.

F) APPOINTMENTS
The City Council appoints 2 members to the Kiowa County Economic Development Board. City appointed Carolyn Morton recently resigned, leaving an unexpired term ending December 31, 2020. The Economic Development Board recommends Grant Neuhold be appointed to the unexpired term. Barnes suggested Council also consider appointing Neuhold to a full-term ending December 31, 2023 since there are only 4 months remaining in the current term. Kern made a motion, seconded by McBeath, to appoint Grant Neuhold to both the unexpired term ending December 31, 2020 and a full-term ending December 31, 2023. The motion was approved 5-0.

G) ITEMS OF BUSINESS
1. Receive Kerri Ulrich, Kiowa County Public Health Officer, for COVID-19 Updates
Kiowa County Public Health Officer Kerri Ulrich was called away late today. Barnes provided her updates on the COVID-19 pandemic. Ulrich has been posting notices on additional positive cases on the county’s COVID Facebook page. Someone attending the volleyball games held at Kiowa County Schools last Tuesday was asymptomatic and later tested positive. Those who attended the event are being asked to monitor their symptoms until September 15th. To date, the county has had 15 positive cases, with only one active case at this time.

2. 2019 Audit Report from Jim Kennedy, Kennedy McKee & Company
Christenson welcomed Jim Kennedy, Kennedy McKee & Company, to present findings from the 2019 City audit. Kennedy went over the required “Governance Letter”. All accounting activities were consistent with the previous year. No difficulties were found in performing the audit. Minimal corrective action was needed. Kennedy then went over the “Independent Auditor’s Report” and gave a general overview of the City’s financial statements. General Fund saw an increase in cash balance, as did several of the special purpose funds. Business funds and unbudgeted funds showed very little change through
the course of the year. Kennedy went over the “Notes to The Financial Statement”, specifically noting the budget amendment made for Big Well in order to complete restructuring of its long-term debt. The “Schedule of Receipts and Expenditures” comparing 2018 and 2019 actuals to the 2019 budget for each fund was examined. All funds were within budget. The only line item over budget was Transfers. This was due to the end of year remaining budget transfer from Fire to Fire Reserve and the authorized transfer of $25,000 from the General Fund to the newly created Economic Development Fund. The overall General Fund expenditures were $226,877 under budget in 2019. Incubator revenues exceeded what was budgeted by $6,847. Only $600 Incubator Fund equity was expended in 2019. Kennedy briefly went over Non-Budgeted Special Purpose Funds, including donation funds, Tornado Insurance, Public Building Debt Service and Reserve, Equipment Reserve, remaining grant funds, and the new Economic Development fund. Total Unencumbered Cash Balance for all Non-Budgeted Special Purpose Funds was $1,297,234. Within the utility funds, Electric revenue exceeded expenditures, leaving an unencumbered cash balance of $563,909. Water Fund expenditures exceeded revenues by only $9,549, leaving an unencumbered cash balance of $240,709. This is a significant improvement from years past. Rate adjustments are bringing the fund close to maintaining itself. The Sewage Disposal Fund was consistent with prior years, showing a loss of $17,209 (including the transfer in from the General Fund).

Kennedy recommended Council review the Sanitation Fund and discuss possible rate changes before the fund balance becomes an issue. With no additional questions from the Council, Kennedy offered an agreement for the 2020 audit for consideration at a later date.

3. Receive Mindy Heinson and Cassie Blackburn to Discuss Storywalk Sign Box Placement on Main Street.

Mindy Heinson was unable to attend tonight’s meeting. Cassie Blackburn presented a map of the storywalk sign box placement planned for Main Street. Council approved the concept at a previous meeting. The map shows 16 box locations. The storywalk route is the same route that was used this summer, when the story pages were posted in storefronts. Participants will begin at the school and walk north on Main Street, stopping at a case at Fleener Funeral Home and Prairie Point Townhomes. In downtown, there will be 7 more boxes placed in street height planter boxes from the Library to the Crazy Mule. Participants will then cross Main Street and walk south, stopping at 10 boxes from the Incubator to the Senior Center. Peter Kern is handmaking the boxes, which will stand approximately 3.5 feet on a wooden post. The boxes will be on the side of the planter closest to the downtown shops, to keep participants back from parking spaces along the downtown area. The Library/K-State Research and Extension will handle calling dig safe before installation. Christenson advised that the only thing in the planter boxes is nonfunctional plumbing for the landscape sprinkler system.

Trummel made a motion to approve placement of the storywalk sign boxes as presented. McBeath seconded, and the motion passed 5-0.

4. Ordinance #1100 Amending the SPV Code Regarding Dirt Bikes
At its last meeting, Council discussed whether to allow dirt bikes on city streets. Barnes offered a formal Ordinance making recommended changes to the Special Purpose Vehicle Code: 1) a definition of a dirt bike was added 2) dirt bikes were added to the list of special purpose vehicles prohibited on city streets, roads, and alleys. With no additional questions from Council, Reves made a motion to approve Ordinance 1100 as presented. Trummel seconded. Christenson called for a roll call vote. The motion passed 5-0.

5. Consider Purchase of Ford Explorer for the Police Department
Chief Webb advised that Emergency Manager Ray Stegman had approached him regarding a 2015 Ford Explorer Police SUV that he recently purchased from the Pawnee County Sheriff’s Office. The vehicle is all wheel drive (beneficial during winter weather and when assisting the Sheriff’s Office in rural areas) with approximately 125,000 miles on it, and it is fully equipped with SoundOff Signal emergency lights and sirens, a prisoner partition with hard plastic rear seats, police center console, gun rack, and communication radios for both frequencies used locally. Stegman is asking $8,000 for the purchase. Webb stated that, for City use, Council could expect several years of service from the vehicle. The cost is significantly lower than a new vehicle (approximately $50,000 fully outfitted) or used, similar vehicle from Kansas Highway Patrol (KHP). A used Ford Explorer from KHP is sold at 50,000 miles, with emergency lighting for $25,850. These vehicles do not include a prisoner partition, communication radios, or gun rack. These items would add approximately $3,000 to the total vehicle cost. If Council were to agree to purchase from Stegman the only equipment that would need installed is a radar system and in-car camera system. The Police Department has an extra Stalker DSR 2X radar system that would be utilized. A Watchguard in-car camera system would need to be purchased, and a quote has been requested. Webb would plan to use the vehicle himself and leave it unmarked. The Charger would then be assigned to the regular part-time officer starting in January, and the Crown Victoria would be used by deputies working part-time for the Police Department.

Christenson inquired if the Police budget could handle such a purchase. Webb would use amendment funds, which are non-budgeted. Council mentioned concern of depleting the amendment fund. Webb advised Council of additional expenditures that have come from the fund and stated that the cash balance is more than sufficient for the purchase. Christenson would like to see a report of the rate of income into the fund for the last 6 months. Staff will prepare that information; however, the amendment fund was only established at the end of April and not heavily utilized (due to the COVID shut down) until June. Trummel agreed that he would like to see a financial report. Webb advised that there was no rush for a decision as the vehicle is not listed for sale. Financial reports will be available at the next Council meeting. Little advised that he would prefer graphics on a vehicle, rather than it being unmarked. Webb agreed, if that’s what Council would prefer. McBeath voiced his opinion that this type of vehicle would be a good purchase as there are always issues with driving the patrol car in winter weather. Barnes will have further discussion on this topic on the next agenda.

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

- **August Sales Tax Report**: Barnes provided a sales tax report for August. These figures reflect sales from June and were down slightly in Greensburg and Kiowa County from last year. The State saw a small increase from the same time last year. The full report can be found on the state website on the KDOR website.

- **End of 2020 Pool Season**: The last day for the swimming pool for the 2020 season was yesterday. It was a very successful season and Staff has had several complements on the management and lifeguards. Next Sunday, pool staff will work on end of year cleaning and storage of equipment.
Public Works Employees will drain and winterize the pool. Barnes will provide a financial report for 2020 pool operations at the next meeting.

- **Coronavirus Relief Funds Updates:** The county has received initial feedback from the State regarding submitted reimbursements and planned expenditures for COVID-19 related expenses. The County has been given the go ahead to being procuring items that were submitted. Barnes will continue to participate in county task force meetings regarding expenditure of and necessary reporting for these funds.

- **KAIP and Cost Share Grants:** The application submittal is now open for the KDOT Airport Improvement and Cost Share grant programs. The deadlines are September 30 and October 1st, respectively. Barnes is working with Lochner to submit applications for continued airport improvements.

- **Moderate Income Housing Project Updates:** Barnes spoke with Cindy Schmidt last week and the duplexes are nearing completion. There have been delays in getting materials due to COVID-19, but they are planning to be done around the end of the month. Appliances are coming at the end of this week and staff will be taking a tour. An open house will be planned in the next couple of weeks. The next round of MIH grant applications are currently open and the deadline for submissions is September 28th. Barnes has been working with Gumpenberger Construction on plans to develop single family rental housing and applying for MIH funds to do so. This will be an agenda item for the next council meeting, to approve the application for submission to KHRC.

Chief Webb reported on the following topics:

- **August Stats:** Stats for August Police activity were included in the packet. There were 269 calls for service, including 203 traffic stops (resulting in 117 citations). Of the remaining 66 calls for service, 12 resulted in investigative and criminal cases being opened. In addition, 12 adults were arrested and booked into the county jail, 2 cases were forwarded to the County Attorney’s Office as requested for prosecution, and 2 adults were taken into police protective custody after making suicidal threats. Last month a sex offense involving a juvenile victim was reported and an investigation was opened. Webb requested assistance from the Kansas Department of Children and Family Services and the Dodge City Police Department. This month an arrest was made and the individual was booked into the Kiowa County Jail.

- **Sheriff’s Office:** Webb has, by request, been assisting the Sheriff’s Department by covering priority calls in the county when they do not have a deputy on duty, due to staffing shortages. He also assisted them in the past week with an investigation regarding child abuse and neglect. Webb responded and conducted an interview with a young child at the request of the Patrol Sergeant.

- **DigiTicket Update:** Final changes to DigiTicket software have been approved and they have ordered hardware, which should arrive later this month.

- **Apple Tree Program:** The Police Department offered the Apple Tree Program again this year. 20 students were signed up for the program, and community members purchased the needed school supplies. The Police Department purchased the backpacks using amendment funds.

- **Armed Robbery:** Yesterday afternoon there was an armed robbery at Family Dollar. A male and female subject left the store with cash from the register. The clerk was not seriously injured. The culprits left in a white Dodge pickup that was parked in the alley. Surveillance cameras around town show the vehicle leaving city limits by heading west on Florida to Bay Street and then west on Highway 54. Cameras in the store provided information on the suspects; however, none of the cameras captured an image of the license plate. Officers from multiple agencies responded to assist in the search. The suspects have not yet been apprehended. Webb is working with the Hutchinson Police Department on this case as it appears the same suspects robbed a Subway in Hutchinson Sunday night. Webb thanked all of the outside agencies for their assistance.
I) GOVERNING BODY COMMENTS
There were no additional comments from the Governing Body.

J) EXECUTIVE SESSION – In accordance with K.S.A. 75-4319(b) for personnel matters of non-elected personnel. 20 minutes
Kern made a motion to go into executive session for non-elected personnel for 20 minutes, until 7:10 p.m. Trummel seconded the motion, which passed 5-0. Council returned to open session at 7:10 p.m. with no action taken.

K) ADJOURNMENT
With nothing further to discuss, Christenson declared the meeting adjourned at 7:12 p.m.

____________________________________         ____________________________________
Matt Christenson, Mayor           Christy Pyatt, City Clerk
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<td>VERSA SPORT OF KANSAS</td>
<td>BIG WELL PARK PLAY EQUIP.</td>
<td>$759.00</td>
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*****REPORT TOTAL                                      $100,975.82
To: Mayor and City Council  
From: Stacy Barnes, City Administrator  
Subject: Agenda items F.1-13

**Agenda Item F.1**  
Receive Kerri Ulrich, Kiowa County Public Health Officer, for COVID-19 Updates

**Agenda Item F.2**  
Consider Resolution 2020-07 authorizing and directing the City Administrator to file an application for participation in the Kansas Housing Resources Corporation (KHRC) Moderate Income Housing Program addressing affordable, moderate income housing needs in the State of Kansas

We have been working with Gumpenberger Construction to develop moderate income housing in Greensburg. They have proposed building 2 single family homes that will have full finished basements, 4 bedrooms and 3 baths for rent. They have requested the city donate Land Bank properties at 219 and 223 S. Bay Street towards the project. The project will be financed through the receipt of KHRC grant funds and private investment of the developer.

The City’s obligation to this program will be to apply for and administer the grant funds and donate the Land Bank properties. Gumpenberger Construction will develop, own, maintain and operate the property. Brian Gumpenberger will be in attendance for the council meeting to discuss the project and answer any questions.

Attached in the packet is the KHRC MIH Program Request for Proposal, a map of the properties, and building plans for the proposed homes.

As specified in the RFP, a resolution from the applicant’s governing body is required giving the applicant the authority to apply for and participate in this program. Included is Resolution 2020-07 for council’s consideration.

**Agenda Item F.3**  
Convene as Land Bank Board: Consider Land Bank property donations towards MIH Housing Project. 219 S. Bay and 223 S. Bay St.

Pending approval of the Moderate-Income Housing grant, it has been requested the Land Bank donate Land Bank properties at 219 and 223 S. Bay Street towards the development of 2 homes.

**Agenda Item F.4**  
Remain Convened as Land Bank Board: Consider Land Bank Property Short Term Lease, Michels Power

Michels Power has been contracted by ITC to do work on the transmission power line south of town. They need a temporary staging area for supplies and equipment. They are interested in
the Land Bank property at 800 W. Kansas due to some pre-existing pavement and gravel on the property to keep from ruts developing.

The types of materials they will be staging will be as follows:

- Reels of Wire (Avg reel is approx. 6’ in diameter and 4’-5’ wide.) QTY of 30 would be maximum. More than likely we’ll only have about 2/3 of that delivered to this location
- Misc Boxes of Hardware (Bolts, grounding material, etc.) These are used to secure the new wire we are installing in place to the towers.
- Trucks, we’ll have about 5 large truck cranes/bucket trucks that initially will be parked here when we mobilize, but for majority of job these will be parked out on the job.

The included lease runs from October 1-January 31, 2021 with the possibility of month to month extensions if needed for $400 per month. This is comparable pricing to what the city has done for previous temporary tenants at the business park.

**Agenda Item F.5 STO/UPOC Update, Ordinance 1101**

Annually Council adopts the latest version of the Standard Traffic Offense Code and the Uniform Public Offense Code. Published by the League of Kansas Municipalities since 1960, the Standard Traffic Ordinance (STO) is an efficient, economical way to regulate traffic in Kansas cities and to obtain the most current legislative changes to Kansas traffic laws. The Uniform Public Offense Code (UPOC) has been published by the League of Kansas Municipalities since 1980 and contains approximately 100 public offenses that can be adjudicated in municipal court. While many of the provisions parallel state law, the UPOC also contains offenses that are frequently enforced only within cities. Staff requests Council approve prepared Ordinance 1101 adopting the 2020 STO and 2020 UPOC.

Changes from the 2019 editions:

**STO**
Due to the shortened legislative session, there were no changes to content from the previous year.

**UPOC**
- Definition of Explosives will be added
- Section 5.7 - Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor
- Section 6.24 - Typo Corrected
- Section 10.1 - Changes to the Weapons Code
- Section 10.29 - Violation of a Public Health Order

**Agenda Item F.6 MOA with Kiowa County Regarding Coronavirus Relief Funds**

In July, the governing body approved Resolution 2020-04 outlining the City’s responsibilities regarding receipt, expenditures and reporting of Coronavirus Relief Funds. Since then, the State has released the attached Memorandum of Agreement to be used between the City and Kiowa County that gives a more detailed understanding of the use of funds and responsibility for them. In Section 3, it lists the city’s total grant award amount, $6,296.69. These expenditures can be found in the packet.
Upon approval of this MOA, Kiowa County will disperse the funds to the City for COVID-19 related reimbursements and planned expenditures that were submitted and approved by the state.

**Agenda Item F.7 Consider Purchase of Ford Explorer for Police Department**

This item was tabled from the previous meeting as council requested a financial report for police, court and amendment funds. It has been requested that purchase of this vehicle come from the amendment fund.

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<th>Fund</th>
<th>2020 Budget</th>
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<td>$84,285</td>
<td>Court costs &amp; fines, includes fines remitted to state</td>
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<td>Court Expenses</td>
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<td>Over budgeted amount due to increased activity.</td>
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<td>Includes remissions to state, Judge &amp; attorney fees, DigiTicket</td>
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<td>implementation with gWorks, Judge &amp; Clerk’s Association memberships, office supplies &amp; postage</td>
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<td>Fund established April 16, 2020 with ordinance 1095. Revenues from fund establishment through September 16.</td>
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**Agenda Item F.8 Consider Purchase of and Contract for Body Cameras for Police Department**

Included in the packet is a quote from Provision for body cameras and in car camera for the Explorer if that purchase is approved. The body cam quote is for 4 cameras but we are only looking to purchase 2 at this time. That would be $1382 for 2 cameras and $86 per month for storage with a 5-year contract.
The in-car quote is for 3 systems, but we would only purchase 1 (pending approval of Explorer purchase.) One in car system is $2930 with $200 for Blue Tooth Activator and $43 per month for storage. Ray Stegman is able to install this equipment, so there will not be an installation charge.

Chief Webb will give more information about these systems and compare them to others on the market.

**Agenda Item F.9  Police Department Policy Amendments**

Included in the agenda packet are draft amendments to the Police Department Explorer Program and Observer policies. The yellow highlighted sections have been added regarding photographs, video, and social media posting for explorers and observers and hours for ride along participants under the age of 18. The Explorer policy also modifies the ages for range training of participants to 16 to 20 years of age.

Also included as an addition to the department’s standard operating policies is a Use of Force policy. This is been modeled after the Wichita Police Department’s policy and modified to pertain to the City.

**Agenda Item F.10  City Social Media Policy Amendments**

At the December 3, 2018 council meeting, council approved the included social media policy for the city. In review of this policy and the addition of social media for the Police Department, the Police Chief needs to be added in the list of employees monitoring and posting on social accounts.

Since it has been almost two years since this policy was approved, it is also a good time to review the overall policy and discuss any other desired changes.

**Agenda Item F.11  Kennedy McKee & Company 2020 Engagement Letter**

Included in the packet is an engagement letter with Kennedy McKee and Company for 2020 Audit and 2022 budget preparation assistance.

**Agenda Item F.12  KPP and LKM Voting Delegate Designation**

The League's Virtual Conference will be October 13-16, 2020. You can see the schedule for the online conference here [https://www.lkm.org/page/conferenceschedule](https://www.lkm.org/page/conferenceschedule). If any members of the governing body are interested in sitting in on part of or all of the sessions, please let me know and I will complete the registration.

The LKM Business Meeting & Convention of Voting Delegates will be meeting virtually on Friday, October 16 at 9:30am.

The Kansas Power Pool Annual Members meeting will be held December 11, 2020.

Both require action by the governing body to designate a voting delegate for the City.

The Greensburg Pool had a good 2020 season. There have been complements on management and staff at the pool and that patrons were glad to have it open. There was a slightly shorter season this year (opened June 15) due to pandemic delayed opening. However, we were open more week days later in the season that in the past. Total swimmer numbers are reported as less, but some of this could be due to missing entries in the Point of Sale system for season pass holders.

This year there were higher employee wage costs, some due to adding swimming lessons in July, an additional guard rotation for COVID-19 related cleaning and doubling up of new guards with experienced ones. Next year we will more closely monitor these costs. Due to the delay in hiring and opening, there was an increased lifeguard training cost than previous years as we had to find a trainer that could work within our opening timeframe. The slide pump also needed repaired adding to contractual expenses.

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<td>Total Swimmers</td>
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<td>5820</td>
<td>6016</td>
<td>6165</td>
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<td>4662</td>
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<tr>
<td>Admissions</td>
<td>$4,820</td>
<td>$12,794</td>
<td>$12,833</td>
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<td>$5,511</td>
<td>$6,595</td>
<td>$7,253</td>
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<td>$10,000</td>
<td>$10,000</td>
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<tr>
<td>Total Revenues</td>
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<tr>
<td>Total Expenditures</td>
<td>$35,787</td>
<td>$65,555</td>
<td>$59,400</td>
<td>$63,132</td>
<td>$62,954</td>
<td>$70,537</td>
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<tr>
<td>Expenditures vs Revenues</td>
<td>($20,968)</td>
<td>($37,499)</td>
<td>($31,056)</td>
<td>($34,387)</td>
<td>($33,765)</td>
<td>($41,772)</td>
</tr>
</tbody>
</table>

*opened 4th of July

**Opened June 15
Kansas Moderate Income Housing (MIH) Request for Proposal
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## ATTACHMENTS

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Background

Kansas Housing Resources Corporation (KHRC) is a public corporation that administers federal and state housing programs on behalf of the State of Kansas. KHRC programs address single and multifamily housing development, down payment assistance for first-time homebuyers, rental assistance, and housing with supportive services. A summary of KHRC programs can be found at www.kshousingcorp.org.

In addition, KHRC administers the State Housing Trust Fund (SHTF), a statutorily created fund with the stated purpose of supporting housing programs and services. While limited in resources, KHRC has historically utilized the SHTF to provide loans and grants for affordable housing development.

Recently, Kansas communities and employers have stressed a growing need for affordable moderate-income housing (MIH), defined for purposes of this Request for Proposal (RFP) as housing generally for households between 60 and 150 percent of HUD’s FY2020 income ranges. Attachment A to this RFP details MIH income targeting based on number of household members. MIH is vital for economic development, yet difficult to achieve given that most federal housing programs serve a lower income bracket, and market supply is limited due to high development costs, low appraisals, tight lending conditions, and lack of investor interest.

In response to the increased need for moderate income housing, $2 million has been provided to the SHTF for the purpose of administering and supporting housing programs, resulting in this MIH RFP.

Administration

The primary contacts for the MIH program are:

Alissa Ice  
Director of Housing Development  
E-mail: aice@kshousingcorp.org  
Phone: 785-217-2036

Haley Hishmeh  
Housing Development Coordinator  
E-mail: hhishmeh@kshousingcorp.org  
Phone: 785-217-2037
RFP Overview

Under the MIH RFP, KHRC expects to release up to $2 million. Under the legislation, KHRC shall only use the funds for loans or grants to cities or counties for housing development in rural areas. Further definitions of these terms follow.

This RFP contains information on eligible applicants and activities, application procedures, award criteria, grant/loan structuring, and reporting and compliance monitoring requirements.

Applicants should be aware and understand that this MIH RFP and any awards are funded in whole or in part by State of Kansas funds provided through the Bill. In the event the State funds supporting this RFP or subsequent award become unavailable, are reduced, or rescinded, KHRC may terminate or amend this RFP and application without penalty and will not be obligated to pay the applicant from any other sources, including KHRC, SHTF, or State of Kansas monies.

Eligible Applicants

To be eligible to apply for MIH funding under this RFP, applicants must be either an eligible city or county. For purposes of this RFP an eligible city is defined as any city incorporated in Kansas with a population under 60,000. An eligible county is defined as any county with a population of less than 60,000.

Applicant cities and counties may partner or contract with outside entities or individuals, including but not limited to public housing authorities, nonprofits, community housing development organizations, developers, and local employers. Notwithstanding the preceding sentence, the applicant shall retain full responsibility for compliance with all RFP rules and requirements.

Eligible Activities

Under the MIH RFP, applicants may only use funds for: (1) actual housing development, including acquisition of real property, new construction, modular or manufactured housing and/or rehabilitation of existing vacant housing; or (2) infrastructure in combination with actual housing development. For new construction, state requirement KSA58-Article 14 applies. Fair Housing Design standards may apply.

This RFP has been structured to allow flexibility to applicants in developing proposed activities within the definitions laid out above. Applicants are encouraged to apply for developments with ties to economic development that leverage funds from both private and public sources, preferably for MIH needs.
Grants or loans will be limited to no more than $400,000 per awardee. Applicants are encouraged to request funds in the form of loans over grants. KHRC may give priority to below market rate loans to ensure maximum impact of this RFP.

**Application Process**

The deadline to submit applications under this RFP is **5:00 PM on Monday, September 28, 2020**. Please submit the application and PDF documents electronically to hhishmeh@kshousingcorp.org.

Applicants may only submit one application, but may include more than one proposed activity, so long as the application lists the applicant’s priorities.

**Application Requirements**

All applications shall include the following:

1. MIH Application (which details);
   a. Use of Funds: Describes the applicant’s proposed eligible housing activities with the RFP funds;
   b. Budget: Provides estimated sources and uses of all funds, including any leveraged funds needed for the proposed eligible housing activities;
   c. Leveraged Funds: Provides a certification and supporting documentation of any leveraged funds committed in the application, including how in-kind labor or services have been calculated (see Leveraged Funds section for additional information);
   d. Job Creation: Provide information about job creation, lack of housing and/or inadequate housing in the community.

2. Executive Summary: Provides overview of application;

3. A copy of the most recent Housing Assessment or Market Study done by or on behalf of the community if applicable.

4. Capacity Statement: Describes capacity of applicant to administer the funds, as well as addresses the capacity of any partner or contractor that will be utilized. Applicant must include a resolution from the applicant’s governing body giving applicant the authority to apply for and participate in this RFP;

5. Community Support: Demonstrates community support for the proposed housing activities; and

6. Certifications: Subject to exceptions for older buildings, all other proposed housing construction is required to:
a. Comply with the accessibility standards identified in K.S.A. 58-1401, et seq; and/or Fair Housing design standards, as applicable.


KHRC reserves the right to request additional information as it deems necessary to evaluate the applications.

### Leveraged Funds

To maximize the impact of this RFP, KHRC is giving priority to applications that leverage other sources of available funding, both private and public. KHRC will consider the applicant’s actual contribution of funds or in-kind labor and services in evaluating the applications. KHRC will also consider leveraged funds realized through applicant’s proposed partnerships.

For purposes of leveraged funds under this RFP, in-kind labor and services shall be calculated at an hourly rate of $10.00 for unskilled labor and $25.00 for professional or trade services.

Further, if an applicant uses funds for single family housing development or assistance, the applicant must implement a recapture provision. The recapture provision shall require the homeowner to repay a prorated amount of grant/loan funds to the applicant if the applicant sells the single-family housing within five years of its construction or rehabilitation.

### RFP Award Process

Applications will be collected and evaluated by KHRC’s Housing Development team.

The Kansas Moderate Income Housing RFP Evaluation Guidelines (Attachment B) will be used in the evaluation of the applications.

The review team will make a recommendation for awards to KHRC’s Loans and Grants Committee for approval.

KHRC will notify applicants on the results of their application around December 2020.

Successful applicants will receive an award letter specifying any additional requirements deemed necessary by KHRC prior to receiving funds. Additional
requirements may include but are not limited to: designs, a Phase I Environmental Report, and a site visit by KHRC staff.

Award recipients will be required to sign an agreement prior to beginning any work, detailing the procedures and requirements for proceeding with the approved housing activity, requesting funds, and reporting the use of awarded funds. The agreement will require that recipients use any income derived now or at a later time from their housing activity solely for housing purposes.

If the awardee receives the funds in the form of a loan, KHRC will require a promissory note and a loan agreement. The term of the loan is negotiable between the awardee and KHRC.

Development completion is expected within 12 months of the awardee receiving the funds unless otherwise approved by KHRC. Prior to making any changes in the approved eligible housing activities during the course of the work, awardees must request written approval from KHRC.

**Reporting Requirements**

Beginning with the first business day of the month following an award being made to an applicant and each month thereafter, the awardee shall submit in writing monthly status reports to KHRC until the development is completed and all funds have been expended. The status report should detail the use of funds to date, along with a self-assessment comparing that use with the recipient’s proposed use from its original application to KHRC. The status report shall include an evaluation of the housing activities to date as well as the status of construction and the nature and reasons for any changes in the activities. A monthly status report should be filed even if there has been no progress or activity from the previous month.

When the development has been completed and all funds have been expended, awardees shall provide KHRC a final accounting of funds, including the use of any income generated from the housing activities within 60 days of development completion.

**Fund Disbursement**

For awarded funds to be disbursed applicants will complete the Request for Disbursement form. The funds awarded will be distributed as a reimbursement given applicants are complying with the KHRC grant agreement. Applicants can request a portion of the awarded funds upfront. Applicants must provide KHRC with the proper PDF documentation throughout the project development as proof. KHRC may visit the development site to ensure work completion.
Disclosure of Relationship

Applicants must disclose any current or former KHRC employees acting as a consultant or interested party. Current KHRC employees cannot receive a financial gain from the funding of a project received through KHRC for a period of two years after his/her employment ends.

Compliance Monitoring

KHRC will monitor an awardee’s compliance with applicable requirements of this RFP and any agreement entered with KHRC under this RFP. All financial transactions of the cities or counties relevant to this RFP may be audited by KHRC, Legislative Post Audit and other agencies or agents of the State of Kansas.

Applicants approved for rental developments must submit tenant income information for the five years once the project is complete or tenants move in, whichever is first.

Applicants approved for a homeownership project must submit homeowner income information upon sale and proof as to whether the housing unit was transferred prior to the five-year clawback period.
### Attachment A: RFP Income Target

#### Moderate Income Housing Income Range

**HUD's FY 2020 Income Limits**

<table>
<thead>
<tr>
<th></th>
<th>1 Person</th>
<th>2 Persons</th>
<th>3 Persons</th>
<th>4 Persons</th>
<th>5 Persons</th>
<th>6 Persons</th>
<th>7 Persons</th>
<th>8 Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maximum</strong></td>
<td>150%</td>
<td>$80,344</td>
<td>$91,781</td>
<td>$103,313</td>
<td>$114,750</td>
<td>$123,938</td>
<td>$133,125</td>
<td>$142,313</td>
</tr>
<tr>
<td><strong>Minimum</strong></td>
<td>60%</td>
<td>$32,138</td>
<td>$36,713</td>
<td>$41,325</td>
<td>$45,900</td>
<td>$49,575</td>
<td>$53,250</td>
<td>$56,925</td>
</tr>
</tbody>
</table>

*Based upon HUD's FY 2020 State Income Limits*

*The Moderate Income Housing program is intended for households who do not qualify for other housing resources that are restricted to lower incomes. These funds are not intended to substitute housing resources specified for lower incomes. Therefore, if a community needs to develop housing for a population that includes households below 60% of AMI, KHRC has the right to make an exception on a circumstantial basis.*
Applications for grant or loan funds under the Kansas Moderate Income Housing (MIH) RFP will be evaluated based on the following guidelines:

1. **Need**
   a. Ability to identify housing needs of applicant’s community
   b. Urgency of housing need, i.e., areas of significant economic development
   c. Ability of applicant to address housing need with existing funds
   d. Community’s response to housing need to date
   e. Receipt of MIH funding previously

2. **Capacity**: Capacity of applicant (and applicant’s partners or contractors, if applicable) to administer RFP funds, including resolution from governing body approving participation in RFP, history of applicant, organizational structure, and experience with similar grant/loan administration activities.

3. **Use of Funds**
   a. Specifically identified intended use of funds, including allocation of expenditures, and expected outcomes
   b. Targets moderate income housing needs of community
   c. KHRC’s analysis of impact of funds on housing, economic development, government, etc., in community

4. **Community Support**: Ability to demonstrate community support

5. **Leveraged Funds**
   a. Specifically identifies and values sources of leveraged funds
   b. Proportion of leveraged funds as compared to RFP funds

6. **Loans Over Grants**: Ability to request and utilize RFP funds in the form of loans (below market) over grants

7. **Application**
   a. Timeliness of application and responses to requests for follow-up information
   b. Thoroughness of application – application completed in its entirety, questions thoroughly answered, supporting documents submitted
   c. Ability to meet minimum RFP requirements
d. If multiple proposed housing activities in application, applicant’s priorities clearly stated

8. Applicant History, Experience and Compliance
   a. For applicants and/or developers who have received awards previously, consideration will be given in part based on the applicant’s and/or developer’s past history, experience, loan or grant administration activity and compliance with the MIH RFP and grant agreement along with:
      i. Readiness to proceed
         1. Is the previous development 100% complete?
         2. Did the previous development begin on time?
      ii. Submission of monthly reports
      iii. Responsiveness to requests for information
Chapter 58.—PERSONAL AND REAL PROPERTY
Part 6.—MISCELLANEOUS PROVISIONS
Article 14.—ACCESSIBILITY STANDARDS FOR CERTAIN DWELLINGS

58-1401. Accessibility standards for certain dwellings; definitions. As used in this act:

(a) "Dwelling" means any single family residence and each individual living unit in a duplex or triplex residential building which is constructed with public financial assistance.

(b) "Public financial assistance" means:

(1) A building contract or similar contractual agreement with any state agency;

(2) any real estate received by the owner through a donation by the state;

(3) state tax credits;

(4) grant assistance from state funds;

(5) state loan guarantees; or

(6) federal funds administered by the state or a state agency.

(c) "Director" means the director of the division of housing in the Kansas development finance authority.

58-1402. Same; design and construction standards. (a) Except as provided by this act, dwellings shall be designed and constructed to have at least one accessible entrance on an accessible route. If the entrance is served by a ramp, the ramp shall have a maximum slope not to exceed a ratio of one inch rise to every 12 inch horizontal run and shall have a level landing at the top and bottom of each run.

Accessible entrance doors and doorways shall have a minimum clear opening of 32 inches. The accessible entrance may be any entrance at the front, side, back or garage of the dwelling that is served by an accessible route. The accessible route shall be no less than 36 inches wide with a slope not to exceed a ratio of one inch rise to every 20 inch horizontal run. If a patio door serves as an accessible entrance, a standard six-foot sliding patio door assembly shall be deemed to be sufficient to comply with the requirements of this subsection. The threshold of such doors shall not exceed 1/2 inch or, in the case of a sliding door, 3/4 inch.

(b) All doorways located on the same floor on which the accessible entrance is located within the dwelling intended for user passage within the dwelling shall be sufficiently wide to allow passage by persons using wheelchairs. Except for doors serving closets having less than 15 square feet in area, all doors located on the same floor on which the accessible entrance is located which are intended for user passage shall provide a minimum 32-inch clear opening with the door open 90 degrees measured between the face of the door and the doorstop.

(c) An accessible route located on the same floor on which the accessible entrance is located shall be designed and constructed in such a manner that a 36-inch wide route is provided with a slope not to exceed a ratio of one inch rise to every 20 inch horizontal run. Such route shall have
ramped or beveled changes at door thresholds. Beveled edges of such thresholds shall not exceed 1/2 inch or, in the case of a sliding door, 3/4 inch.

(d) In bathrooms located on the same floor on which the accessible entrance is located, the walls at the bathtub, shower and toilet shall be reinforced so that grab bars may be installed at a later date, if needed. Such reinforcement shall be sufficient enough to support a sheer force of 250 pounds.

(e) Light switches, electrical outlets, thermostat controls and other controls located on the same floor on which the accessible entrance is located shall be placed so that a person using a wheelchair can access the controls using either a forward or sideward approach. Such controls shall be placed no less than 15 inches nor more than 48 inches from the floor in the case of a forward approach. Such controls shall be placed no less than nine inches nor more than 54 inches from the floor in the case of a sideward approach. If multiple controls serve the same elements, only one need be accessible.

58-1403. Same; application to new dwellings. Except as provided by this act, the design and construction of all new dwellings shall conform to the accessibility standards specified in K.S.A. 2004 Supp. 58-1402, and amendments thereto.

58-1404. Same; condition of release of public financial assistance. (a) Whenever public financial assistance for dwellings is available, information concerning the requirements of this act shall be included in any notice or educational material regarding the availability of such financial assistance. Prior to releasing funds to a person receiving such financial assistance, the administrator of the program or other appropriate officer or employee shall require the person who is to receive such financial assistance to sign an affidavit of intent to comply with the requirements of this act.

(b) Except as provided by K.S.A. 2004 Supp. 58-1405, and amendments thereto, any person who accepts public financial assistance and fails to comply with the requirements of this act may be ineligible to receive public financial assistance in the future.

58-1405. Same; waiver of requirements. (a) Upon application therefor, the director may waive any requirement of K.S.A. 2004 Supp. 58-1402, and amendments thereto. Applications for a waiver shall be submitted to the director. If the director determines that such compliance is financially or environmentally impractical, the director may waive such requirement. The director shall render a decision regarding any application submitted pursuant to this section within 60 days of receipt thereof.

(b) Unless otherwise provided by rules and regulations adopted by the director, proceedings to consider a waiver under this section shall be conducted in accordance with the provisions of the Kansas administrative procedure act.

(c) Appeals from the decision of the director shall be governed by the provisions of the act for judicial review and civil enforcement of agency actions.

58-1406. Same; act not applicable to certain dwellings. The provisions of this act shall not apply to any dwelling which is:

(a) A private residence which is owner-occupied or which is under contract for occupation by the owner;

(b) a private residence for which an individual tax credit is received;

(c) a private residence which is financed with funds from the federal housing administration,
rural development programs administered by the United States department of agriculture or under a
single-family mortgage guarantee assistance program;

(d) a private residence for which rental vouchers or certificates under 42 U.S.C. §1437 are
accepted;

(e) financed with public funds other than state funds or federal funds administered by the state or
a state agency; or

(f) a dwelling the design or construction of which commenced prior to July 1, 2002, as evidenced by
(1) a payment for such design or construction, (2) a contract for such design or construction or (3) or
other proof sufficient to the director as prescribed by rules and regulations.

58-1407. Same; rules and regulations. The director shall adopt any rules and regulations necessary to
implement the provisions of this act.

History: L. 2002, ch. 175, § 7; L. 2003, ch. 154, § 18; July 1
219 S. Bay
All of Lots Eight (8), Nine (9), and Ten (10) in Block Twenty-four (24)

223 S. Bay
Lot Seven (7) in Block Twenty-four (24)
RESOLUTION NO. 2020-07

A RESOLUTION OF THE CITY OF GREENSBURG, KANSAS AUTHORIZING AND DIRECTING THE CITY TO FILE AN APPLICATION FOR PARTICIPATION IN THE KANSAS HOUSING RESOURCES CORPORATION (KHRC) PROGRAM ADDRESSING AFFORDABLE MODERATE INCOME HOUSING NEEDS IN THE STATE OF KANSAS BY FILING AN APPLICATION FOR A GRANT OR LOAN PURSUANT TO THE KANSAS MODERATE INCOME HOUSING (MIH) REQUEST FOR PROPOSAL.

WHEREAS, the devastating tornado which hit Greensburg in May 2007 destroyed many single and multi-family residences in the City; and

WHEREAS, many of those residences have not yet been rebuilt creating a shortage of housing needed for both permanent and temporary residents of moderate income; and

WHEREAS, Greensburg has recently experienced growth in many economic areas exacerbating the shortage of temporary and permanent housing, causing personal hardships, increasing costs of construction and making it difficult for the City to attract and retain needed citizens, creating an economic emergency for the City.

NOW, THEREFORE, BE IT RESOLVED, by the governing body that city staff be authorized to file an application with KHRC pursuant to the Kansas Moderate Income Housing request for proposals for 2020, in accordance with and consistent with the terms and requirements thereof.

BE IT FURTHER RESOLVED, that the governing body in making this resolution indicates its support for the application and agreement to comply with all requirements imposed upon the City in the event the City is awarded funding pursuant to its application.

APPROVED this 21st day of September, 2020 by the Governing Body of the City of Greensburg, Kansas.

____________________________________
Matthew C. Christenson, Mayor

Attest:

____________________________________
Christy Pyatt, City Clerk
1. 800 W. Kansas Ave, 2.48 acres
2. 219 S. Bay, 21,000 sq. feet
3. 223 S. Bay, 7,000 sq. feet
4. 302 W. Wisconsin, 10,500 sq. feet
5. 200 S Sycamore, 19,600 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
LEASE AGREEMENT  
(For Commercial Property)

THIS LEASE AGREEMENT is made and entered into this 21st day of September, 2020, by and between the CITY OF GREENSBURG, KANSAS, hereinafter referred to as Lessor, and MICHELS POWER, hereinafter referred to as Lessee.

RECATALS:

1. Lessor is the owner of the real property described below and desires to lease said property to Lessee for Lessee's business purposes, said property being described as follows:

   800 W. Kansas Avenue, City of Greensburg, Kansas.

   The above described real property together with all appurtenances thereon shall hereinafter be referred to simply as the "Leased Premises".

2. Lessee desires to lease the Leased Premises for the purpose of conducting business operations.

3. The parties desire to enter into a written lease agreement to define their respective rights, duties and liabilities so as to avoid future disputes and difficulties.

NOW, THEREFORE, in consideration of the Recitals and the mutual terms, covenants, conditions, and promises herein contained the parties do hereby agree as follows:

1. Lessor hereby lets and demises the Leased Premises to Lessee for a term of three months commencing October 1st, 2020, and terminating on January 31st, 2021, for a total rental of Four Hundred ($400.00), per month to be paid on the 1st day of each month. This Lease Agreement may be extended month to month with notification to the lessor at least 30 days prior to the expiration of the initial term. Lessee or Lessor shall give the other notice of intent to terminate the lease as of the end of the initial term. All rental payments shall be made to Lessor at City Hall, 300 South Main, Greensburg, Kansas 67054 or at such other address as Lessor from time to time designates in writing.

2. The Leased Premises are being leased to the Lessee to locate temporary facilities to deliver, store and remove machinery and equipment related to Lessee’s business of construction. Lessee is also permitted to use the Leased Premises for any other purpose
reasonably related to Lessee’s business purposes as aforesaid unless otherwise expressly restricted or prohibited by this Lease Agreement.

3. Lessee shall not build, construct or otherwise locate buildings or other permanent improvements or facilities on the Leased Premises without the express written consent of Lessor.

4. Lessee shall at all times during the lease and at Lessee's own cost and expense repair, replace, and maintain the Leased Premises in a good, safe and condition and shall use all reasonable precautions to prevent waste, damage, or injury to the Leased Premises. Upon the expiration of this lease or sooner termination Lessee shall redeliver the Leased Premises to Lessor in the same condition as on the initial date of this Lease Agreement, including removing any temporary facility and all rock, gravel or other substances placed on the Leased Premises. Lessee shall grade and level and replant any damaged or destroyed grass.

5. Lessee shall be responsible for all ad valorem taxes assessed against the Leased Premises during the term of this lease and any extension thereof. Lessee shall also be responsible to pay for all ad valorem taxes relating to personal property placed on the Leased Premises by Lessee.

6. Lessee shall be responsible for the payment of all necessary utility services used in connection with the Leased Premises and shall pay for the same as they become due including but not limited to sewer, water, gas, electricity, and telephone services. Lessor shall allow Lessee to connect to its sewer, water and electrical service at their present location on the Leased Premises without charge other than for utilities actually used based on City rates.

7. Lessee shall keep and maintain such fire and other casualty insurance as Lessee deems appropriate to protect Lessee’s interest in Leased Premises and Lessee’s property. Lessee at its own expense, agrees to maintain and keep in force for the mutual benefit of Lessor and Lessee, respectively, general public liability insurance against claims for personal injury, death, or property damage occurring in, on, or about the leased premises to afford protection to the limit of not less than $1,000,000 in respect to injury to or death of any one person, and to the limit of not less than $2,000,000 in respect to any one occurrence, and to the limit of $1,000,000 in respect to property damage. Lessee agrees to deliver to Lessor certificates of said insurance policies and of renewals thereof from time to time during the term of this Lease. Such policies may be in the form of umbrella policies which cover properties in addition to the Leased Premises. The Lessor shall be named an additional insured and such insurance may not be cancelled without thirty (30) days notice to Lessor or as otherwise provided in any such policy.
8. Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful, disreputable, or hazardous business purpose nor operate or conduct Lessee's business in a manner constituting a nuisance of any kind. Lessee agrees to abide by all federal, state, and local laws, rules, and regulations relating to the Leased Premises and the conduct of the Lessee's business. Lessee shall place no hazardous substances on the Leased Premises.

9. Lessee shall indemnify and hold Lessor harmless against all expenses, liabilities, and claims of any kind whatsoever including reasonable attorney fees, made by or on behalf of any person or entity arising out of: failure of Lessee to perform any of the terms or conditions of this lease; any personal injury or property damage happening on or about the Leased Premises irrespective of any fault or lack thereof on the part of Lessee; failure to comply with any law of any government authority; or arising because of any mechanics lien or security interest filed against the Leased Premises or equipment, materials or alterations of buildings or improvements thereon.

10. Each of the following events shall constitute a default or breach of this lease by Lessee:

   a. The filing of a voluntary or involuntary petition in bankruptcy by or against Lessee.

   b. Failure by Lessee to pay Lessor any rent when the rent becomes due.

   c. Failure by Lessee to perform or comply with any of the terms or conditions of this lease other than payment of rent and such non-performance shall continue for a period of twenty (20) days after written notice thereof by Lessor to Lessee.

In the event of such default the rights of Lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this lease as well as all the right title and interest of Lessee hereunder by giving Lessee written notice of Lessor's intent to effect such termination. Such termination shall act as a mutual release by Lessor and Lessee of any further rights or causes of action arising under this lease; or

(2) Lessee may re-enter the Leased Premises and may attempt to relet the same and any part thereof for any term, without terminating the lease, at the rent and on the terms Lessor may choose. In the event of such repossession by Lessor, Lessee shall remain liable to Lessor for any damages caused by the breach of the lease including but not limited to all expenses of reletting, and for the difference
between the rent received by the Lessor under the new lease agreement and the rent installments that are due for the same under this lease. Repossession and reletting of the Leased Premises by Lessor shall not be construed or interpreted to relieve Lessee of any of Lessee's duties and obligations under and pursuant to this lease agreement. In the event Lessor is unable to rent the Leased Premises Lessee shall remain responsible for the entire amount of the rent due under the Lease Agreement and shall not be liable or responsible to Lessee by reason of any such failure to relet.

11. Lessee shall permit Lessor or Lessor's agent to enter the Leased Premises at all reasonable hours to inspect the premises and also to show the premises to prospective buyers or renters.

12. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein and otherwise fully and punctually performs the terms and conditions imposed on Lessee by this lease.

13. At the commencement of the term of this lease, Lessee accepts the Leased Premises in their existing condition and state of repair and Lessee acknowledges that they are satisfactory for Lessee's purposes and agrees that no representations, statements, or warranties expressed or implied have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this lease.

14. This lease shall not be assigned or sublet by Lessee without the prior written consent of Lessor and whether to grant said consent shall be at the sole and independent discretion of Lessor. Any such consent may be on such terms and conditions as Lessor in Lessor's sole discretion shall deem appropriate.

15. On the termination of this lease agreement or an earlier termination and forfeiture of the lease, Lessee shall peaceably and quietly surrender and deliver possession of the premises to Lessor.

16. This lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, executors, administrators, successors, and assigns of both the parties provided however the rights of assignment and subletting by Lessee are subject to the previous provisions herein set forth.

17. Time is of the essence in all provisions of this lease.
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

LESSOR:

CITY OF GREENSBURG, KANSAS

__________________________
Matthew Christenson, Mayor

ATTTEST:

__________________________
Christy Pyatt, City Clerk

LESSEE:

MICHELS POWER

By ________________________
Andrew Schmitt

Real Estate/ Property Manager
Michels Corporation
aschmitt@michels.us

9/17/2020
ORDINANCE NO. 1101


BE IT ORDAINED by the Governing Body of the City of Greensburg, Kansas:

SECTION 1: Section 11-101 of the Code of the City of Greensburg, Kansas incorporating by reference the Uniform Public Offense Code is hereby amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Greensburg, Kansas, that certain code known as the “Uniform Public Offense Code,” Edition of 2020, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped “Official Copy as incorporated by the Code of the City of Greensburg, Kansas,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge, city attorney and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Uniform Public Offense Code similarly marked, as may be deemed expedient.

SECTION 2: Section 14-101 of the Code of the City of Greensburg, Kansas incorporating by reference the Standard Traffic Ordinance is hereby amended to read as follows:

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Greensburg, Kansas, that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities,” Edition of 2020, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as Adopted by the Code of the City of Greensburg, Kansas”, with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge, city attorney and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.
Section 3: Ordinance 1088 or portions thereof in conflict herewith, including the existing sections 11-101 and 14-101, are hereby repealed.

Section 4: This ordinance shall take effect and be in force on October 1, 2020, after its publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Greensburg, Kansas this 21st day of September, 2020.

______________________________
ATTEST: MATTHEW CHRISTENSON, MAYOR

______________________________
CHRISTY PYATT, CITY CLERK
This Memorandum of Agreement ("Agreement" or "MOA") is made by and between the County of Kiowa, Kansas (the "County") and the Awardee indicated below to set out the parties' mutual understanding as to the use of funds provided by the County to the Awardee.

RECITALS

WHEREAS, The State of Kansas is facing both a public health and economic crisis – the pandemic and public health emergency of COVID-19 – which has resulted in illness, quarantines, school closures, and temporary and permanent closures of businesses resulting in lost wages and financial hardship to Kansas citizens, including citizens in the County; and

WHEREAS, the federal government, pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") created the Coronavirus Relief Fund ("CRF") and provided moneys to the State of Kansas for expenditures necessary because of the public health emergency, including expenditures to promote public health and education and provide economic support for small businesses and others affected by business interruption; and

WHEREAS, the County passed a Resolution on 6/30/2020 ("the Resolution") in which it agreed to accept CRF funds from the State and to use and distribute those funds in a manner that complies with the terms of the CARES Act and the Resolution, and the State of Kansas provided the County with CRF funds; and

WHEREAS the Awardee submitted an application and/or request for CRF funds for expenditures necessary due to the public health emergency, that application was approved by the County, and the County seeks to provide CRF funds to the Awardee subject to the terms of this Agreement;

Therefore, the parties understand and agree as follows:

1.    CARES Act. The County and Awarded understand and agree that pursuant to the CARES Act, as codified in 42 U.S.C. § 801, CRF funds may only be used for costs that:

   a) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);

   b) were not accounted for in the budget most recently approved as of March 27, 2020; and
c) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 (the “Covered Period”).

2. **The Application.** Awardee’s application and request for CRF Funds, as approved by the County, is attached hereto (“the Application”) and incorporated herein. The parties agree that the expenditures described in the Application are necessary due to the public health emergency with respect to COVID-19 and were not expenditures that were included in Awardee’s original budget as of March 27, 2020. Awardee agrees that it will use the CRF funds provided under this Agreement in a manner that is substantially consistent with the Application. Awardee further agrees that all such expenditures will comply with all applicable provisions of the CARES Act and any and all reasonable and lawful guidance issued by the United States Department of the Treasury as it relates to use of the CRF funds.

3. **Payment.** The County will promptly transmit to Awardee the amount of $6,296.69 (the “CRF Funds”) after receipt of this Agreement executed by Awardee.

4. **Limitation on Use of Funds.** Awardee represents and warrants that the Application does not seek funds for expenses for which the Awardee has already received reimbursement (including insurance) and that it will not use the CRF Funds for any expenditure for which it has received or will receive any other federal funding, including any other funding provided by the CARES Act. If Awardee receives other reimbursement for any expense for which the County has provided CRF Funds to Awardee, Awardee shall repay the County the amount of that expense within fourteen (14) days.

5. **Reporting.** Awardee acknowledges and agrees that CRF Funds are subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance (2 C.F.R. Part 200), 2.C.F.R. § 200.303 and §§ 200.330 through 200.332 and subpart F and that the applicable Catalog of Federal Domestic Assistance (CFDA) number is 21.019.

6. **Expenditures.** Awardee shall comply with all of its applicable procurement rules and shall exercise all due care in administering CRF Funds, keeping in mind the nature of the public health emergency and federal restrictions on the use of CRF Funds.

   a) **Purchases.** Awardee shall maintain copies of invoices, purchase orders, receipts and other documentation sufficient to demonstrate the items purchased, their purchase price, date of order and delivery, and the use of the item(s) purchased.

   b) **Payroll.** Awardee shall maintain records that are sufficient to support salary expenditures for any and all individual employees charged to CRF Funds, if any, including documentation indicating demonstrating the duties being performed by that employee for the relevant time period and their relationship to the public health emergency. In accordance with the Application and federal guidance, Awardee shall ensure that no more than 100% of an employee’s time is charged to reimbursed programs. Awardee acknowledges that payroll expenditures should be limited to those employees whose
services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

c) **Administrative Costs.** CRF Funds will not be used for any administrative or overhead costs and will instead be used entirely for direct COVID-19 related costs, except (1) costs specifically related to the administration of CRF funding by subrecipient, and (2) costs for additional personnel or outside contractors hired or contracted for the specific purposes of administering a program utilizing CRF Funds. CRF Funds may not be used for payroll costs for employees whose positions were budgeted as of March 27, 2020.

d) **Travel.** Costs incurred for travel shall be considered reasonable, allowable, and allocable only to the extent they do not exceed on a daily basis the maximum per diem, lodging, and mileage rates in effect on the day of travel as set forth in travel regulations of the State of Kansas.

7. **Record Retention.** Awardee shall create, maintain, and preserve sufficient records of its expenditures to demonstrate compliance with the requirements of the CARES Act, and Awardee shall provide such records to the County promptly upon written request by the County. Such records shall be maintained not less than five (5) years after the termination of this agreement.

8. **Reporting.** Awardee will submit to the County sufficient information regarding its use of the CRF Funds that the County may meet its reporting obligations, including the reporting expectations of the United States Department of the Treasury as set forth in Memoranda OIG-CA-20-021 and OIG-CA-20-025. Awardee’s reports will be in the form reasonably requested by the County and shall provide such further information as may be reasonably requested by the County. Awardee shall provide a final report, including an accounting for all expenditures of CRF Funds, on or before the date of expiration of this Agreement.

9. **Unspent Funds.** Under current law, CRF Funds for which no expenditure is incurred during the Covered Period must be returned to the United States Department of the Treasury. CRF Funds for which no qualified expenditure has been or is planned to be incurred by October 15, 2020, or for which delivery or performance cannot occur before December 30, 2020, shall be returned to the County on or before December 1, 2020.

10. **Transparency.** All Awardee reports regarding implementation of the Application and use of the CRF Funds under this Agreement will be made publicly available by the County.

11. **Termination of Agreement.** The County may terminate this Agreement, in whole or in part, if Awardee has failed to comply with the conditions of the Agreement, the Application, or subsequent amendments. In the event of termination by the County, any portion of the CRF Funds not expended or encumbered at the time of termination shall be returned to the County within seven (7) days. If the Agreement is terminated by the County, Awardee shall provide a final report within 45 days after receiving notice of termination.
12. **Audit.** As provided in 42 U.S.C. § 801(f), the Inspector General of the Department of the Treasury is authorized to determine whether CRF payments have been used for eligible purposes. CRF Fund payments that are deemed to have been used for ineligible purposes are treated as a debt owed to the federal government, and for which the County may be liable to the State of Kansas. Authorized representatives of the County, the State of Kansas, and the Inspector General of the United States Department of the Treasury shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by Awardee pertaining to the administration of this Agreement and the receipt and expenditure of CRF Funds as may be necessary to make audits, examinations, excerpts, and transcripts for a period of five (5) years after the termination of this Agreement. Awardee agrees to be responsible for any debt incurred to the State of Kansas due to ineligible expenditures of CRF Funds.

13. **Term.** This Agreement shall be in effect through October 15, 2021, but Awardee’s obligations set forth in paragraphs 7 (Record Retention) and 12 (Audit) shall continue beyond the termination or expiration of this Agreement.

14. **Notice.** All notices, demands, requests or other communications which may be required or desired to be given by either party shall be in writing and shall be made by personal delivery or by United States mail, postage prepaid. Notice shall be presumed to have been received within three days of mailing. Notices to Awardee shall be provided to the name and address listed below. Notices to County shall be provided to:

   **Matt Christenson**
   **211 E Florida Ave**
   **Greensburg, KS 67054**

15. **Modification.** Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable Federal statutes, regulations, or guidance regarding the use of CRF funds, this Agreement shall be deemed to be amended when the statutory requirements for use of CRF funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

16. **Representative's Authority to Contract.** By signing this contract, the representative of Awardee represents that such person is duly authorized by Awardee to execute this contract on behalf of Awardee and that Awardee agrees to be bound by the provisions thereof.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Jurisdiction and venue for any suit arising out of or related to this Agreement shall be in Kansas district court located in the County.
18. **Counterparts.** The MOA may be executed in one or more counterparts, each of which shall constitute an original of the MOA, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

19. **Certification.** By signing below, Awardee’s representative certifies that he or she has read the Awardee’s Application, that the information and statements provided in the Application are true and correct to the best of my knowledge, that the expenses and costs identified in the Application are eligible for CRF funds, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document or the Application could subject me to liability under the Kansas False Claims Act and Federal False Claims Act as well as criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and state law.

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>AWARDEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kiowa County, Kansas</td>
<td>Name of Awardee</td>
</tr>
<tr>
<td>211 E Florida Ave</td>
<td>Address</td>
</tr>
<tr>
<td>Greensburg, KS 67054</td>
<td>City, State, ZIP</td>
</tr>
<tr>
<td>Matt Christenson</td>
<td>Name of Authorized Representative</td>
</tr>
</tbody>
</table>

Date: __________________________ Date: __________________________
CRF County Direct Aid Program Application

Sponsor Info

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Project Sponsor</td>
<td>Government Organization</td>
</tr>
<tr>
<td>Name of Organization</td>
<td>City of Greensburg</td>
</tr>
<tr>
<td>Primary Organization Tax ID</td>
<td>48-6007117</td>
</tr>
<tr>
<td>Primary Contact E-mail</td>
<td><a href="mailto:administrator@greensburgks.org">administrator@greensburgks.org</a></td>
</tr>
<tr>
<td>Project Co-Sponsor</td>
<td></td>
</tr>
<tr>
<td>Name of Organization</td>
<td></td>
</tr>
<tr>
<td>Organization Tax ID</td>
<td></td>
</tr>
<tr>
<td>Co-Sponsor Contact E-mail</td>
<td></td>
</tr>
</tbody>
</table>

Program Details

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program or Project Title</td>
<td>Purchase and Equipment Installation to live stream City Council meetings</td>
</tr>
<tr>
<td>Existing program or project</td>
<td>Yes</td>
</tr>
<tr>
<td>Program or project scope and description</td>
<td>Purchase of camera, mounting hardware, cabling and installation of equipment to live stream City Council meetings to the public.</td>
</tr>
<tr>
<td>Expenditure Category</td>
<td></td>
</tr>
<tr>
<td>Expenditure Code</td>
<td></td>
</tr>
<tr>
<td>Project Timeline</td>
<td>25-Aug-20</td>
</tr>
<tr>
<td>How does the program meet the requirements outlined in the CARES Act?</td>
<td>Allows for city government meetings to be live streamed to the public to maintain Kansas Opening Meetings Act requirements.</td>
</tr>
<tr>
<td>Population Impact</td>
<td>880</td>
</tr>
<tr>
<td>At Risk Populations Impacted</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, which populations</td>
<td>Those unable to attend meetings due to COVID 19 risks and social distancing requirements.</td>
</tr>
</tbody>
</table>

Proposed Budget (Edit as needed)

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIES AND WAGES</td>
<td></td>
</tr>
<tr>
<td>SALARIES</td>
<td></td>
</tr>
<tr>
<td>BENEFITS AND WAGES</td>
<td></td>
</tr>
<tr>
<td>COMMUNICATIONS</td>
<td></td>
</tr>
<tr>
<td>FREIGHT AND POSTAGE</td>
<td></td>
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<tr>
<td>PRINTING AND ADVERTISING</td>
<td></td>
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<tr>
<td>RENTS</td>
<td></td>
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<tr>
<td>REPAIRING AND SERVICING</td>
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<tr>
<td>TRAVEL &amp; SUBSISTENCE</td>
<td></td>
</tr>
<tr>
<td>FEES - OTHER SERVICES</td>
<td></td>
</tr>
<tr>
<td>FEES - PROFESSIONAL SERVICES</td>
<td></td>
</tr>
<tr>
<td>OTHER - CONTRACTUAL SERVICES</td>
<td></td>
</tr>
<tr>
<td>TOTAL CONTRACTUAL SERVICES</td>
<td></td>
</tr>
<tr>
<td>FOOD - HUMAN CONSUMPTION</td>
<td></td>
</tr>
<tr>
<td>MAINTENANCE MAT. SUPPLIES</td>
<td></td>
</tr>
<tr>
<td>MOTOR VEHICLE PARTS, ETC.</td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL &amp; SCIENTIFIC SUPP.</td>
<td></td>
</tr>
<tr>
<td>STATIONARY &amp; OFFICE SUPPLIES</td>
<td></td>
</tr>
<tr>
<td>SUPPLIES, MATERIALS &amp; PARTS</td>
<td></td>
</tr>
<tr>
<td>TOTAL COMMODITIES</td>
<td>1,200.00</td>
</tr>
<tr>
<td>CAPITAL OUTLAY</td>
<td></td>
</tr>
<tr>
<td>TOTAL CAPITAL OUTLAY</td>
<td></td>
</tr>
<tr>
<td>GRANTS TO BUSINESSES</td>
<td></td>
</tr>
<tr>
<td>OTHER ASSISTANCE, GRANTS &amp; BEN</td>
<td></td>
</tr>
<tr>
<td>TOTAL AID &amp; ASSISTANCE</td>
<td></td>
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<tr>
<td>TOTAL PLANNED EXPENDITURES</td>
<td>1,200.00</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>1,200.00</td>
</tr>
</tbody>
</table>

FUNDING

<table>
<thead>
<tr>
<th>Fund</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Coronavirus Relief Fund – Federal</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
</tr>
</tbody>
</table>

Total Funding $ 1,200.00

SAMPLE Program Budget Narrative (Double-Click to Edit)

A. SALARIES AND WAGES (Include positions, description, timeline, projected salaries)
   1. POSITION 1: INSERT DESCRIPTION, COSTS, TIMELINE
   2. POSITION 2: INSERT DESCRIPTION, COSTS, TIMELINE
B. CONTRACTUAL SERVICES (Include descriptions, projected costs, timeline for all contracted services, travel, and rent expenses only)
   1. SERVICE 1: INSERT DESCRIPTION, COSTS, TIMELINE
C. COMMODITIES (Include descriptions for any individual costs over $1000)
   1. COMMODITY 1: INSERT DESCRIPTION AND COSTS
D. CAPITAL OUTLAY (Include one description for all costs in this section)
   1. INSERT DESCRIPTION
E. TOTAL AID & ASSISTANCE (Include descriptions, costs, timeline for each type of aid or assistance provided)
   1. AID/ASSISTANCE 1: INSERT DESCRIPTION, COSTS, TIMELINE
F. Funding (Description of non-CRF funding sources)
   1. Non CRF Funding Source 1: INSERT DESCRIPTION AND TOTAL FUNDS
## Sponsor Info

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Project Sponsor</td>
<td>Governmental Organization</td>
</tr>
<tr>
<td>Name of Organization</td>
<td>City of Greensburg</td>
</tr>
<tr>
<td>Primary Organization Tax ID</td>
<td>48-0007217</td>
</tr>
<tr>
<td>Primary Contact E-mail</td>
<td><a href="mailto:administrator@greensburgks.org">administrator@greensburgks.org</a></td>
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<tr>
<td>Project Co-Sponsor</td>
<td></td>
</tr>
<tr>
<td>Name of Organization</td>
<td></td>
</tr>
<tr>
<td>Organization Tax ID</td>
<td></td>
</tr>
<tr>
<td>Co-Sponsor Contact Email</td>
<td></td>
</tr>
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</table>

## Program Details

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program or Project Title</td>
<td>Police Car Rear Plastic Seats</td>
</tr>
<tr>
<td>Existing program or project</td>
<td>Yes</td>
</tr>
<tr>
<td>Program or project scope and description</td>
<td>Replace back seats in 2 police vehicles (Dodge Charger, Crown Victoria) with plastic seats.</td>
</tr>
<tr>
<td>Expenditure Category</td>
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</tr>
<tr>
<td>Expenditure Code</td>
<td></td>
</tr>
<tr>
<td>Project Timeline</td>
<td>25-Aug-20</td>
</tr>
<tr>
<td>How does the program meet the requirements outlined in the CARES Act?</td>
<td>Allows for easy cleaning of seats to disinfect plastic instead of current upholstered seats.</td>
</tr>
<tr>
<td>Population Impact</td>
<td>Yes</td>
</tr>
<tr>
<td>At Risk Populations Impacted</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Proposed Budget (Edit as needed)

#### EXPENDITURES

<table>
<thead>
<tr>
<th>EXPENDITURE CLASSIFICATION</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIES AND WAGES</td>
<td></td>
</tr>
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<td>COMMUNICATIONS</td>
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<tr>
<td>FEES - PROFESSIONAL SERVICES</td>
<td></td>
</tr>
<tr>
<td>OTHER - CONTRACTUAL SERVICES</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTUAL SERVICES** $ -

| FOOD - HUMAN CONSUMPTION        |            |
| MAINTENANCE MATT SUPPLIES       |            |
| MOTOR VEHICLE PARTS, ETC.       |            |
| PROFESSIONAL & SCIENTIFIC SUPP |            |
| STATIONARY & OFFICE SUPPLIES    |            |
| SUPPLIES, MATERIALS & PARTS    |            |

**TOTAL COMMODITIES** $ 1,443.95

**CAPITAL OUTLAY** $ -

**TOTAL CAPITAL OUTLAY** $ -

**GRANTS TO BUSINESSES** $ -

**TOTAL AID & ASSISTANCE** $ -

**TOTAL PLANNED EXPENDITURES** $ 1,443.95

**TOTAL EXPENDITURES** $ 1,443.95

## Funding

<table>
<thead>
<tr>
<th>Fund</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Coronavirus Relief Fund--Federal Fund</td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
</tr>
</tbody>
</table>

**Total Funding** $ -

### SAMPLE Program Budget Narrative (Double-Click to Edit)

**A. SALARIES AND WAGES** (Include positions, description, timeline, projected salaries)

1. **POSITION 1**: INSERT DESCRIPTION, COSTS, TIMELINE
2. **POSITION 2**: INSERT DESCRIPTION, COSTS, TIMELINE

**B. CONTRACTUAL SERVICES** (Include descriptions, projected costs, timeline for all contracted services, travel, and rent expenses only)

1. **SERVICE 1**: INSERT DESCRIPTION, COSTS, TIMELINE

**C. COMMODITIES** (Include descriptions for any individual costs over $1000)

1. **COMMODITY 1**: INSERT DESCRIPTION AND COSTS

**D. CAPITAL OUTLAY** (Include one description for all costs in this section)

1. INSERT DESCRIPTION

**E. TOTAL AID & ASSISTANCE** (Include descriptions, costs, timeline for each type of aid or assistance provided)

1. **AID/ASSISTANCE 1**: INSERT DESCRIPTION, COSTS, TIMELINE

**F. Funding** (Description of non-CRF funding sources)

1. **Non CRF Funding Source 1**: INSERT DESCRIPTION AND TOTAL FUNDS
CRF County Direct Aid Program Application

Sponsor Info

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<th>Response</th>
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Program Details

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<td>How does the program meet the</td>
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<td>Act?</td>
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Proposed Budget (Edit as needed)

**EXPENDITURES**

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<td>MOTOR VEHICLE PARTS, ETC.</td>
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**FUNDING**

<p>| Fund                      |            |
| Coronavirus Relief Fund–Federal Fund |        |
| Other (Specify)           |            |
| Total Funding             | $          |</p>
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</table>
September 3, 2020

To: Greensburg City Council  
From: Aaron Webb, Chief of Police  
Subject: Vehicle Purchase

Ray Stegman has a 2015 Ford Explorer Police SUV for sale that he recently purchased from the Pawnee County Sheriff’s Office. The Explorer is an all wheel drive vehicle with approximately 125,000 miles on it. The vehicle will come fully equipped with SoundOff Signal emergency lights and sirens, a prisoner partition with hard plastic rear seats, police center console, and gun rack, and communication radios for both of our frequencies. Ray is asking $8,000 for the purchase of the vehicle.

For City Use, we can expect several years of service out of this vehicle. The cost is significantly lower than a new vehicle, which would be about $50,000 fully upfitted, or another used vehicle such as one from the Kansas Highway Patrol. A used Ford Explorer from the Kansas Highway Patrol is sold with emergency lighting for $25,850 and they are sold at 50,000 miles. These vehicles do not include a prisoner partition, communication radios, or gun rack, which would be approximately $3,000 to purchase.

The only equipment that will need installed in the vehicle is a radar system and in-car camera system. The Police Department has an extra Stalker DSR 2X Radar system that would be installed in the vehicle. A Watchguard In-Car Camera System would need to be purchased, and a quote has been requested for the system.

The Explorer will be left as an unmarked vehicle and used by me. The Charger would then be assigned to the regular part-time officer starting in January and the Crown Victoria will be used by deputies working part-time for the Police Department.

I feel this is a good purchase option for the department and allows us to add another patrol vehicle at a very affordable price. Additionally, this gives the department a vehicle that is all wheel drive, which is beneficial during the winter and when the Sheriff’s Office needs assistance in rural areas.

Sincerely,

[Signature]

Aaron Webb #400
Chief of Police
DEPENDABLE. EASY-TO-USE. FULLY INTEGRATED.
MEET THE NEW BODYCAM® 4

AUTOMATIC ACTIVATION | IP68 WATERPROOF

14-HOUR FULL-SHIFT REPLACEABLE BATTERY | OPTIONAL RFID LOGIN

HD PRE-EVENT BUFFER | 150° FIELD-OF-VIEW

64GB INTERNAL STORAGE | INTEGRATED GPS

FULL-SHIFT BACKGROUND RECORDING

Specifications and design subject to change without notice. Copyright © 2020 Bodycam® All Rights Reserved. Bodycam® is a brand of Pro-Vision® Solutions, LLC. Pro-Vision® aggressively protects all products and copyrighted materials with patents and trademarks.
FLEXIBLE DOCKING & UPLOAD

Smart Dock™ technology allows for direct uploads to SecuraMax™ Cloud without a PC.

10-CAMERA DOCKING STATION
Connect multiple docks to meet your needs.

SINGLE-CAMERA DOCKING STATION
Desk or in-vehicle downloading & charging.

QUICK & EASY DEPLOYMENT

- RFID Login
- Bulk Permissions
- Deployment Assist

Streamline the implementation process for agencies of any size.

AUTOMATIC ACTIVATION

Bodycam® 4 can be activated by any vehicle within a 50 ft. range.

MOUNTING

Multiple mounting options available to fit your needs.

VISIT PROVISIONUSA.COM
TO VIEW THE FULL LINEUP OF LAW ENFORCEMENT SOLUTIONS
HD VIDEO SYSTEM QUOTE

<table>
<thead>
<tr>
<th>Description</th>
<th>Part #</th>
<th>Qty</th>
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<th>Ext. Price</th>
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Optional Software Solutions:

- **SECURAMAX® VIDEO MANAGEMENT**
  - 5 Year Options:
    - SMX-SYR-50 ... SecuraMax™ - Standard 5 Year Plan [50GB] ...
    - $30/month/device
    - SMX-SYR-100 ... SecuraMax™ - Standard 5 Year Plan [100GB] ...
    - $43/month/device

  MSRP: $3,756
  Savings: $992

- **PV DASHBOARD® FLEET MANAGEMENT**

NOTES:

- BC-400 SCHEDULED AVAILABILITY OCTOBER 2020

HARDWARE LEASE / INSTALLMENT PURCHASE OPTIONS:

- 60 Month Installment Purchase Option (per unit/month) $ N/A
- Above Option with Installation (per unit/month) $ N/A

Lease price based on total product purchase divided by the total number of systems.

TERMS:

General Terms: PRO-VISION®, Inc. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling not included unless specified. Quote is valid for 30 days.

Purchase price is USD and FOB Byron Center, MI. Product invoice Net 30 Day Terms or 2.0% Discount Net 10 Day Terms. (excludes installation and SecuraMax Server). Terms and Discounts do not apply to leases or credit card payments. 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of install/service work. Minimum Service Deposit Required for Service Work. Install rates based on a single location with minimum access of 12 hr/day, 7 days/week. Additional fees may apply if installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. No technical support or warranty claims will be provided for any past due account. All transactions are subject to final PRO-VISION® Management Approval.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. A $160.00 document fee and one advance payment equal to the total monthly rate is required with approved final installment Purchase Option Documents.

SecuraMax®: Plan Price per Month Based on Service Contract for the specified length with autopay discount. Service Contract and End User License Agreement (EULA) required. Additional terms specified in Service Contract and EULA. Hardware using SecuraMax must be paid for prior to deployment. Protection Plan Claims Subject to Deductible.
HD VIDEO SYSTEM QUOTE

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<th>Description</th>
<th>Part #</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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Optional Software Solutions:

SECURAMAX® VIDEO MANAGEMENT

- 5 Year Options:
  - SMX-5YR-50 ... SecuraMax™ - Standard 5 Year Plan [50GB] ...
  - $30/month/device
  - SMX-5YR-100 ... SecuraMax™ - Standard 5 Year Plan [100GB] ...
  - $43/month/device
- SMX-IVR ... SecuraMax™ Integrated Video Redaction Seat License
  - $195/month/device

PV DASHBOARD® FLEET MANAGEMENT

Please contact me if I can be of further assistance.

NOTES:

HARDWARE LEASE / INSTALLMENT PURCHASE OPTIONS:

- 60 Month Installment Purchase Option (per unit/month) $ 
- Above Option with Installation (per unit/month) $ 

Lease price based on total product purchase divided by the total number of systems.

TERMS:

General Terms: PRO-VISION®, Inc. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling not included unless specified. Quote is valid for 30 days. Purchase price is USD and FOB Byron Center, MI. Product Invoice Net 30 Day Terms or 2.0% Discount Net 10 Day Terms (excludes installation and SecuraMax Server). Terms and Discounts do not apply to leases or credit card payments. 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of installation/serve work. Minimum Service Deposit Required for Service Work. Install rates based on single location with minimum access of 12 hr/1 days, 7 days/ week. Additional fees may apply if installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. No technical support or warranty claims will be provided for any past due account. All transactions are subject to final PRO-VISION® Management Approval.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. A $360.00 document fee and one advance payment equal to the total monthly rate is required with approved final Installment Purchase Option Documents.

SecuraMax®, Plan Price per Month Based on Service Contract for the specified length with autopay discount. Service Contract and End User License Agreement (EULA) required. Additional terms specified in Service Contract and EULA. Hardware using SecuraMax must be paid for prior to deployment. Protection Plan Claims Subject to Deductible.
The Greensburg Police Department Explorer Program is designed to provide challenging and rewarding experiences and learning opportunities for young citizens interested in a law enforcement career. Participants will receive hands-on experience to prepare them for the realities of a law enforcement career. The Explorers are provided with the opportunity to perform various police tasks while not being placed in dangerous situations.

The program is open to residents of the City of Greensburg and students who attend Kiowa County Public Schools. The application must be completed in full and all information contained within it must be completely true and accurate.

Explorers will have the opportunity to learn about various topics related to law enforcement and will be able to take part in various community events, trainings, and the ride along program.

Topics will cover:

- Accident Investigations
- Crime Prevention
- Crime Scene Investigation
- Criminal Investigations
- Criminal Law
- Domestic Violence
- Drug Prevention
- DUI Investigations
- Evidence Collection
- Firearms Safety and Training
- First Aid
- General Police Procedures
- Radio Procedures
- Traffic Control
- Traffic Enforcement
- Traffic Laws
- And Much More...

Program Requirements:

- Must be between 14 and 20 years of age.
- Must be between 13 and 20 years of age.
- Must have completed the 8th Grade
- Must be able to pass a criminal background check
- Must have a good driving record
- Must have a minimum of a 2.0 GPA
- Maintain Good Moral Character
• Have no arrest record or negative interactions with law enforcement
• Demonstrate willingness to serve and participate in explorer activities
• Attend all Explorer Meetings

Conduct and Behavior

• Although Explorers are not commissioned members of the Greensburg Police Department, they are held to the same high standards and must present themselves accordingly. This includes during official activities, at school, and in their everyday lives.
• Appropriate conduct is expected during all Explorer meetings and activities. This includes treating other explorers, law enforcement officers, civilian employees, advisors, and guest speakers with respect at all times. If inappropriate conduct occurs, a counseling session will be held with the Explorer and if the behavior continues, then the explorer may be removed from the program.
• Any inappropriate conduct deemed extreme by Advisors can result in membership being terminated after the first occurrence.
• Sexual harassment will not be tolerated. Disrespectful words or actions about one’s gender/race/religion/etc will not be tolerated. Immediate termination of membership will result from these behaviors.
• Inappropriate social media activity may result in discipline/restrictions up to membership termination. Explorers shall not post any photographs or videos in which department issued equipment, uniforms, or badges are visible without permission from the Chief of Police.
• Any possession, consumption, or association with alcohol (if under 21), drugs, or illegal tobacco usage will result in termination. The use of tobacco products is prohibited at all Explorer functions regardless of age. Explorers are not to be under the influence of alcohol during Explorer functions regardless of age.
• Explorers shall not represent themselves in a law enforcement capacity at any time. Any Explorer found to be impersonating a law enforcement officer will be terminated and face appropriate criminal charges.
• Explorers are not allowed to wear uniforms, department shirts, or carry department badges unless engaged in an official Explorer activity.

Explorers are held to a high standard and are expected to adhere to all laws and school rules at all times. Any contacts with law enforcement or any disciplinary actions at school, including referrals, detentions, suspensions, and any other disciplinary actions must be reported to the Chief of Police within 24 hours.

Attendance Policy

• Meetings are held on a weekly basis and will be on Tuesday nights between 7:00 P.M. and 9:00 P.M. and attendance is mandatory for all Explorers. Additional meetings may be scheduled to accommodate special trainings.
• Explorers are expected to attend and participate in all special events.
• Excessive absences or tardiness may result in the Explorer being removed from the program.
  - If you know you are going to be absent, relay the information to the Chief of Police as soon as possible!

Uniform Policy

• Explorers are required to be in uniform at all meetings and department activities, unless instructed otherwise.
• Uniform will consist of a department issued shirt, khaki pants, and closed toe shoes. Pants should not sag low, be excessively baggy, or excessively tight.
• Explorers are not authorized to carry any weapons, including but not limited to, firearms, CEWs, batons, etc.
• All Greensburg Police Department issued gear or clothing must be returned to an Advisor upon request and/or termination of membership. This is to be done within 5 days of request and/or termination.

Ride Along Policy

• The Explorer ride along program is a privilege not a membership right.
• Professional and Safe conduct is required during ride alongs. Explorers must follow all instructions given to them by officers.
• Explorers will be directed to wear either their uniform or business casual clothing upon approval of the ride along.
• The Chief of Police must approve all Explorer Ride Alongs.
• Both the Explorer and a parent must sign a Liability Waiver for each ride along.
  - Explorers shall not make any social media postings regarding activities observed while on a ride along without the direct approval of the Chief of Police.

Range

• Explorers will have the opportunity to participate in firearms training including firing of a live weapon.
  - Range Training where live ammunition is used will only be presented to explorers age 16 to 20. Explorers less than 16 years of age will not be allowed to be present during range trainings where live ammunition is allowed. Range training using simunition rounds can be attended by all explorers.
• Attendance of all range training meetings are required to participate in simunition and live fire.
• Explorers are required to pass a written test and weapon handling test to participate in simunition and live fire. Passing is 90% or higher.
• Any horseplay or unsafe acts by an Explorer on the range will result in removal from the range.
• Additional punishments/restrictions to include membership termination may also occur.
• Signed consent form, including parent or guardian signature for minor, must be completed prior to participation in simunition and/or live fire.
1. Any person who wishes to ride as an observer with a department member will be instructed to obtain prior approval from the Chief of Police.

2. Any member of the Department may have a spouse, child(ren), friend(s) or relative(s) ride as an observer, but he/she must obtain prior approval of the Chief of Police.

3. Before completing the required paperwork, the prospective observer will be shown a list of disqualifiers for employment with the Greensburg Police Department. If the prospective observer self-identifies as having been arrested for or convicted of any of the disqualifiers listed on the sheet, there is no need to fill out any paperwork, as they will not be allowed to ride.

4. All observers (including family members) must be thirteen (13) years of age and will be required to complete a Release From Liability Form, Security Awareness Statement form, and a Criminal History Check form prior to riding in any police vehicle.
   a. In addition, any observer under the age of eighteen (18) must have a parent/guardian sign the Release From Liability Form. The Release From Liability Form will not be accepted from the observer, under the age of eighteen (18), who turns in the observer packet with the Juvenile Release from Liability section already signed.
   b. Photocopies of the observer’s driver’s license are a required element of the criminal history check and will be attached to the observer packet.
   c. A Criminal History Check consisting of a Triple I (III) will be completed on all observers through Kiowa County Emergency Communications to determine whether an arrest record exists. If so, the Chief of Police shall be notified, and shall approve or disapprove the riding assignment after reviewing the report.

5. The Chief of Police has the right to deny an individual’s request to participate in the Ride Along Program.

6. Observers can be listed as possible witnesses on any Police incident, therefore, all observers will be prohibited from recording any part of the ride along process without authorized approval of the Chief of Police.

7. All observers shall wear clean, appropriate clothing, which includes a shirt/blouse and long pants/skirt. All observers shall wear appropriate footwear, i.e. no open toe shoes, when riding.

8. Ride Along Policies
   a. The ride-along is an observer only, and should not become involved in or interfere with any situation, either physically or verbally. In the event of an emergency, an observer may take appropriate action to protect themselves and/or officers.
   b. The ride-along will wear professional clothing. Shorts, sleeveless shirts, and t-shirts are not acceptable attire.
   c. Participants will be under the direct order of the Police Officer and must follow all instructions of the Officer.
   d. Participants will not be allowed to carry a weapon while on a ride-along, despite current concealed weapon laws.
e. Participants will not be allowed to photograph, videotape, or otherwise record without the officer’s approval. Observers shall not make any social media postings regarding activities observed while on a ride along without direct approval of the Chief of Police.

f. Ride-along will be allowed to observe as much of any situation as is possible, consistent with their safety; however, they may not leave the police vehicle unless given permission to do so by the officer.

g. Officers will not allow participants to enter private homes or other areas where a citizen has a reasonable expectation of privacy without the explicit consent of the citizen. Participants will not be allowed to photograph and/or videotape within these same areas.

h. Participants must conduct themselves in a civil and courteous manner at all times

i. Participants will not interfere with police officers while in the performance of their duties

j. The officer may terminate the ride if the participant fails to follow the regulations or is acting in a manner inconsistent with the best interests of the police department.

k. The participant may request that the ride be terminated at any time. The participant will be returned to the station as soon as the officer determines it is practical.

l. Observers under the age of 18 shall only be authorized to ride during first or second shift hours, which are 07:00 AM and 11:00 PM. In the event of a call extending past 11:00 PM the juvenile observer shall be dropped off as soon as reasonable but shall not interfere with the officer’s official duties.

m. The duration of the observation shall be at the discretion of the individual, their parent or legal guardian if under the age of 18, the assigned officer, the Patrol Sergeant, or the Chief of Police.

9. Observers are to act only as an observer and shall not actively being involved in any case or investigation. Observers must always stay in the patrol vehicle, unless given specific authorization from the Officer to exit the vehicle.

a. Observers are not allowed to exit the vehicle on:
   i. Traffic Stops
   ii. Disturbance or Domestic Disturbance Calls.
   iii. Calls involving a crime in progress, i.e. a trespassing call or a burglary in progress
   iv. Any time the officer believes the safety of the observer could be placed at an elevated risk of harm.
I. PURPOSE

The Greensburg Police Department values and respects the sanctity of every life and identifies our role as a lifesaving organization. When officers are engaged in police activities there is an immense responsibility that comes with the authority to use reasonable force, including deadly force, to overcome resistance and protect the public. As such, the Greensburg Police Department has policies, procedures, and training to encourage tactics and strategies to obtain voluntary compliance. It is the Greensburg Police Department’s expectation officers will make tactically sound and reasonable use of force decisions.

II. POLICY

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and protect the public requires monitoring, evaluation, and careful balance of all interests.

Officers must have an understanding and true appreciation for their authority and limitations. This is particularly true when overcoming resistance while engaged in the performance of their duties.

Officers who use excessive or unnecessary force shall be subject to discipline, possible criminal prosecution, and/or civil liability. Use of force is only authorized when it is objectively reasonable and for a lawful purpose. The Department will thoroughly review and/or investigate use of force events involving officers to assure compliance with all legal requirements and this policy.

The Department realizes and acknowledges in intense, uncertain, and rapidly evolving circumstances, a member may have to reasonably use techniques, weapons, or improvised weapons that are not part of the Department’s formal training program, may not be covered in this policy, or due to the suspect’s actions may have an unintentional impact point or outcome.

All members’ actions found, through investigation, to be objectively reasonable from the perspective of a reasonable officer, on scene, at the moment force was used, without 20/20 hindsight will be considered to be within policy and regulation.

Any officer observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances, when in a position to do so, must intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

I. PROCEDURES

A. General

1. When practical, officers will use advisements, warnings, and/or verbal persuasion, before resorting to force.
2. Once a subject/situation is under control, force shall be de-escalated as resistance decreases.

3. When feasible, based on the circumstances, officers may use disengagements; area containment; surveillance; wait on a subject; summon reinforcements or backup; and/or call in specialized units, to increase officer and civilian safety.

4. When practical and based on the totality of the circumstances, officers shall allow individuals time to submit to arrest before force is used.

B. Use of Force Authorization and Limitations

1. Greensburg Police Department Officers are authorized to use an objectively reasonable amount of force to accomplish lawful objectives. Force may be used:
   
   a. To effect an arrest or prevent the escape from custody of a person whom the officer reasonably believes has committed an offense.
   
   b. To defend the officer or others from the use, or immediate threat of use, of physical force.
   
   c. To take persons into protective custody when authorized by law, such as persons who are a danger to themselves or others, persons incapacitated by alcohol, and/or runaway children.
   
   d. To prevent someone from committing suicide or inflicting serious physical injury upon themselves.
   
   e. To assist a licensed physician or psychologist in providing necessary medical treatment.
   
   f. To control a situation, and to overcome resistance to a lawful order.
   
   g. Officers are prohibited from impeding normal breathing or blood circulation by applying pressure to the throat or neck unless lethal force is justified.

2. The authorized use of physical force ends when resistance ceases and/or the officer has accomplished the purpose necessitating the use of force. Justification for force must be objectively reasonable.

3. Force shall never be used to subject a person to torture and/or other cruel or inhumane or degrading treatment or punishment.

C. De-escalation

Deescalation techniques and tactics include, but are not limited to:

1. Remaining calm and professional

2. Decreasing the exposure to the potential threat by using distance or physical barriers between an uncooperative subject and an officer.
3. Engage in tactical communications including active listening. Communication with the subject should be limited to one officer at a time in order to ensure clear communication.

4. Requesting and utilizing additional officers whenever necessary. If one officer is unable to build rapport with a subject, another officer may be given an opportunity to communicate with the subject whenever possible.

5. Tactical positioning, repositioning and pause when necessary.

6. Leveraging time by slowing down the situation:
   a. When safe and feasible under the totality of circumstances, officers should attempt to slow down or stabilize the situation so more time, options and resources are available for incident resolution.
   
   b. When time and circumstances permit, officers should assess whether a person’s lack of compliance is a deliberate attempt to resist or an inability to comply based on factors including, but not limited to:
      - Medical conditions
      - Mental impairments
      - Developmental disability
      - Physical limitation
      - Language barrier
      - Drug interaction and/or intoxication
      - Behavioral crisis
      - Emotional Response/Fear
   
   c. An officer’s awareness of these possibilities shall be balanced against the facts of the incident when deciding which de-escalation and use of force options are the most appropriate to bring the situation to a safe resolution.

D. Use of Lethal Force in Defense of Human Life

An officer is justified in using lethal force only when the officer reasonably believes such force is necessary to:

1. Prevent death or great bodily harm to such officer or another person; or

2. When such officer reasonably believes that such force is necessary to prevent the arrest from being defeated by resistance or escape, and such officer has probable cause to believe that the person to be arrested:
   a. has committed or attempted to commit a felony involving death or great bodily harm, or
   b. is attempting to escape by use of a deadly weapon, or
   c. otherwise indicated that such person will endanger human life or inflict great bodily harm unless arrested without delay.
E. Shots Discharged at Moving Vehicles

1. Firearms shall not be discharged at a moving vehicle unless deadly force is necessary and the following exigent circumstances exist:
   
   a. A person in the vehicle is immediately threatening the officer or another person with deadly force by means other than the vehicle.
   
   b. The vehicle is intentionally and deliberately being used as a deadly weapon, and all other reasonable means of defense have been exhausted, or are not present or practical.

2. To prevent the threat of being struck by a vehicle, officers should make every effort to avoid putting themselves in the path of any moving vehicle and when such positioning is unavoidable, to move out of the vehicle’s path as soon as practical.

G. Training and Qualifications

In addition to training required for firearms qualification (See Firearms Policy 35), officers shall receive Department authorized training designed to simulate actual situations and conditions to enhance officers’ discretion and judgment in using lethal and less lethal force in accordance with this policy.

1. All officers shall, at least annually, receive in-service training in the Department’s Use of Force Policy and related case law updates.

2. All officers qualified in the use of impact weapons, OC spray, and defensive tactic techniques shall, at least every three years, re-qualify on such weapons or techniques under the instruction of a certified KLETC instructor. Officers qualified to use electronic control weapons shall re-qualify annually.

3. Training and proficiency results for any authorized weapon will be documented in the training files.

4. All officers who fail to demonstrate the required proficiency with Department issued weapons shall receive remedial training. Remedial instruction for Department issued firearms shall follow the Department’s Firearms Policy. (Firearms Policy 35)

5. An officer failing to demonstrate proficiency after remediation with a weapon shall not return to duty with that weapon until such time as proficiency is demonstrated and documented.

6. Only officers demonstrating proficiency in the use of Department authorized weapons shall be approved to carry such weapons.
I. PURPOSE:

To establish guidelines and procedures governing Greensburg Police Department ("Department") issued and/or authorized firearms and ammunition including training, qualification, safety, carrying, care, and maintenance.

II. POLICY:

The Greensburg Police Department will adequately equip officers with firearms necessary to safely and effectively perform their duties. Officers will be provided with guidelines and training necessary to ensure proficient use of firearms and the ability to make decisions regarding their use under stressful and volatile situations. Greensburg Police Department officers will:

- Use only the objectively reasonable amount of force necessary to overcome resistance for the accomplishment of legitimate law enforcement objectives;
- Utilize less lethal weapons, when appropriate, as a means of overcoming resistance in order to reduce the risk of injury to both officers and subjects;
- Use lethal force only in order to protect human life or to prevent serious physical injury.

III. PROCEDURES:

A. Handguns and Personal Weapons

1. Each commissioned member of the Department will be issued a city-owned firearm to be carried on-duty as his/her primary duty weapon. City-owned weapons intended for duty use will be approved and authorized by the Chief of Police.

2. Personally owned firearms shall not be carried as primary duty weapons. Members may carry personally owned weapons as a backup or secondary weapon while on duty. Personally owned firearms must be approved by the Chief of Police.

3. Officers of the Greensburg Police Department will carry only approved firearms. Prior to carrying any firearm, officers must successfully complete any training required by the Firearms Section. Officers must be qualified an instructor.

4. Firearms and weapons will be maintained in their original form except as authorized by the Range Master. Any repairs, adjustment, or changes will be made by Range Staff.

5. The Department will maintain an accurate inventory of all Department weapons to include model number, serial number, color, type, barrel length (if appropriate), manufacturer, caliber and to whom the weapon is assigned.

6. Recruit officers will be provided a Department owned and approved duty weapon for authorized training. Upon completion of the Kansas C.P.O.S.T. firearms course, the officer will be permanently issued the Department owned and approved Duty Weapon.
7. Duty Weapons will only be removed from their holsters in any public place for legitimate official reasons. Any officer involved in the careless use of a firearm or unprofessional conduct involving a weapon will be subject to immediate disciplinary action.

8. Officers in civilian clothing, while on duty, must wear some type of police identification when wearing a visible firearm. Officers, at a minimum, must wear a badge on the belt or a neck chain when wearing a visible firearm in public.

9. Officers when off-duty, away from his/her place of residence and not in uniform, shall have in his/her possession at all times his/her badge and police identification card, and in addition, is authorized and encouraged to carry a fully-loaded, Departmentally-approved firearm in a secure manner.

10. Issued weapons will be kept clean and operable at all times and are subject to inspection at any time. All Department issued weapons will be inspected by the Range Staff annually. If a weapon is found to be in unsafe condition it will be immediately removed from service. All previously issued weapons will be inspected by Range Staff to ensure the weapon is in good working order prior to being reissued.

11. Duty Firearms will be loaded in the following manner: One (1) round in the chamber and the magazine full. Back-up handguns will be fully loaded. All handgun magazines will be loaded to full capacity.

12. Officers will be allowed to carry back-up weapons subject to the following restrictions:
   a. Officers, when in uniform, will only carry a back-up weapon approved by the Chief of Police.
   b. Authorized back-up weapons must be in an approved holster.
   c. Officers must qualify with their back-up weapon annually. Officers must be qualified by Range Staff.
   d. The Range Master will establish a course of fire which utilizes drawing from the holster configuration when qualifying officers for back-up carry.
   e. Non-uniform officers may be authorized to carry a back-up weapon in a holster approved by the Range Master, but not as their primary duty weapon.

B. Carrying Firearms – General

1. No officer shall enter any holding cell or holding cell area with a firearm, unless exigent circumstances exist requiring immediate armed response;

2. All firearms will be properly secured at all times;

3. Unless permitted by the court, a member will not display any firearm on his/her person when attending any courtroom proceeding. Members will unload and store the firearm with a court liaison member, or place it in a weapons locker or a locked personal locker for safekeeping.

4. Officers who take prescription drugs or over the counter medications that may inhibit an officer’s ability or judgment are prohibited from carrying any firearm. Officers shall notify their
immediate supervisor, should they be required by a medical condition, to take any prescription
or over the counter drug that may inhibit their ability or judgment to carry a firearm;

5. Officers are responsible for the care, cleaning, and security of weapons issued to them.
Officers shall keep their Department issued and/or approved weapons in good, serviceable
condition at all times. All weapons shall be kept clean and free from excessive amounts of oil
and ready for inspection;

6. When an officer’s residence is to be vacant for an extended period of time (more than 7
consecutive days) the officer shall not leave a Department issued weapon at the residence
unless secured in a gun vault or safe. An officer may leave the Department issued weapon at the
Police Department.

C. Shotguns and Rifles – General

1. Shotguns and rifles shall be issued in each patrol vehicle

2. Each member shall verify, through personal inspection, that the shotgun assigned to his/her
vehicle is in proper working order, there is no round in the chamber, and the safety is on before
the start of his/her tour of duty.

3. At no time will a round be chambered in the shotgun except when a member is making a call
in which he/she reasonably believes the shotgun or rifle may be needed. After making the call,
in a safe environment, the shotgun or rifle should be cleared.

4. Any member who discovers a malfunction or defect in the shotgun or assigned to him/her
shall report it to a supervisor as soon as possible. The supervisor shall be responsible for having
the shotgun or rifle repaired or replaced.

5. Members with a shotgun assigned to their vehicles are encouraged to have a shotgun in their
physical possession when responding to appropriate calls. When responding to a call with a
shotgun or rifle, the member shall carry it in a safe and secure manner. A supervisor may control
the number of shotguns or rifles assigned to a call.

6. No officer should attempt to search or handcuff any person while holding the shotgun or rifle
unless absolutely necessary.

D. Carry/Use of Firearms While Off-Duty

1. Commissioned officers are not required to carry a handgun off-duty, but may choose to carry
an off-duty handgun under the authority of their City of Greensburg Police Department law
enforcement certification.

2. Each commissioned officer who carries a handgun off-duty will be required to comply with
the requirements herein.

3. Each commissioned member is subject to the same responsibilities, restrictions and
regulations for carrying a handgun off-duty as they are when in an armed on-duty status.

4. When a firearm is carried off-duty, each Department member will carry his/her handgun in a
properly secured manner.
5. When a firearm is carried off-duty, the Department member must also carry his/her Department badge and identification card on his/her person.

6. The handgun each member carries off-duty must be of the caliber .380 ACP, .38 Special, .357 Magnum, 9mm, .40 Smith and Wesson or .45 A.C.P. The handgun must be of acceptable quality and craftsmanship as determined by the Range Master.

7. Off-duty handguns are not authorized for carry on duty, or while working any part time employment, unless they are one of the weapons approved by the Chief of Police as approved for duty back-up weapons, and only carried as a backup weapon while working said part time.

8. Each commissioned Department member who carries a handgun off-duty will be required to qualify annually with the weapon and have that weapon listed on his/her Departmental weapon registry. Failure to qualify with the off-duty handgun prohibits the Department member from carrying the handgun in an off-duty status.

9. Ammunition used for off-duty purposes will be the responsibility of each Department member. The ammunition must be inspected by the Range Master and must be consistent with the ammunition issued by the Department as duty ammunition.

10. Department members will not modify or authorize the modification of any off-duty handgun in such a manner that deviates from the manufacturer’s safety specifications.

11. Range Staff will inspect every handgun for functionality and safety prior to it being carried off-duty. Range Staff will record the make, model and serial number of the weapon and include it on the member’s off-duty weapons card.

12. Commissioned members of the Department shall not carry a handgun in an off-duty status while intoxicated or while under the influence of drugs or a combination thereof, excluding drugs as prescribed by a physician or dentist, if the prescribed drugs do not affect the Department member’s ability to function normally or properly.

E. Prohibited Uses

1. The use of a firearm is categorized as lethal force. The use of a firearm must be in strict compliance with this Department’s Use of Force policy.

2. An officer shall not unnecessarily display his or her firearm, or at any time, use any weapon as an intimidation device;

3. The firing of warning shots is strictly prohibited;

F. Ammunition

1. Only Department authorized factory duty ammunition may be used in Department issued weapons while on duty. When practicing marksmanship on or off duty, only Department authorized new factory ammunition may be used in Department issued weapons.
G. Inspections

1. General

   a. The Range Master shall inspect each weapon during qualification at the range, at least annually.

   b. The inspection shall determine: That the officer carries a fully loaded weapon, and that the officer carries Department approved ammunition. At no time shall a weapon be withdrawn from a holster during a call for a firearm inspection. To inspect the officer’s ammunition, the officer shall be required to remove the magazine from their holstered weapon. The supervisor conducting the inspection shall prepare a report for the Range Master, documenting the results of the inspection.

H. Firearms Training/Proficiency Testing

1. Every member who is authorized to carry a firearm shall be required semi-annually to maintain Departmental proficiency standards and Kansas Commission on Peace Officer Standards and Training, (C.P.O.S.T.) standards with his/her duty firearm.

2. Every member of the Department who is authorized to carry a firearm shall be required to maintain the Kansas C.P.O.S.T. annual firearms qualification as mandated by K.S.A. 74-5607. Every member of the Department who is authorized to carry a firearm must achieve a passing score of seventy (70%) percent or greater with his/her duty weapon on the mandated Kansas C.P.O.S.T. course of fire. Every member who is authorized to carry a firearm must also successfully complete the Departmentally approved course of fire annually with a minimum score of seventy (70%) percent.

3. Every member must successfully complete the C.P.O.S.T. qualification annually within the state of Kansas training year July 1st through June 30th. The Training

I. Shotgun and Rifle Proficiency Training

1. Certified personnel shall be required to maintain Departmental proficiency standards with the police shotgun and patrol rifle.

2. The required shotgun qualification course and Departmental shotgun proficiency standards shall be developed by the Range Master, and approved by the Chief of Police.

J. Negligent or Unintentional Firearm Discharge

1. Department members who have negligent or unintentional discharge or who improperly used a firearm shall receive and successfully complete additional firearms training. A copy of the investigation and report on the incident precipitating the request shall be attached.

2. All negligent or unintentional firearm discharges will be investigated by the Chief of Police.

3. SELF-REPORTING REQUIRED – Employees are required to self-report negligent or unintentional firearms discharges to a supervisor immediately.
I. PURPOSE

The purpose of this Policy is to establish rules and procedures for the training, carrying, and use of impact weapons. Authorized batons and issued impact weapons are to be used for an officer’s personal defense, and for controlling a subject who is actively resisting an officer’s attempts to lawfully control him. The Greensburg Police Department’s use of force is governed by Federal and State law, including, but not limited to, the Constitution of the United States.

II. POLICY

The policy of the Greensburg Police Department ("Department") is to use only objectively reasonable amount of force to effect an arrest, control a situation, or defend themselves or others from harm. The Department recognizes that combative, non-compliant, armed and/or violent subjects cause handling and control problems that require specialized training and equipment. Thus, the Department has adopted the use of a less lethal force options to assist with the de-escalation of potentially violent confrontations. Any use of an impact weapon must comply with the Department’s Use of Force Policy.

Any police officer who uses an impact weapon in an unlawful, excessive, or unauthorized manner will be subject to disciplinary actions and may be subject to civil and criminal liability.

III. PROCEDURES:

A. Equipment and Training

1. Officers may carry and use only Department issued and approved impact weapons. Any impact weapon carried by a member of the department must be of a type the Department has authorized and approved. List maintained by tactics instructor.

2. Only authorized shall train officers in the use and handling of the approved impact weapons.

3. Officers shall not carry or use impact weapons until properly trained and qualified.

4. All uniformed, non-supervisory personnel authorized to carry an impact weapon shall be required to have the impact weapon in his/her possession when responding to calls for service.

5. Impact weapons shall be carried in a holster or carrying device specifically approved for such purpose.

B. Use of the Impact Weapons

1. Officers may deploy impact weapons in response to active resistance. Officers may also use impact weapons to assist with restraining subjects or applying escort holds, consistent with Department training.

2. Officers shall use only objectively reasonable force necessary to gain control of the situation, in light of the circumstances present.
3. A member is obligated to de-escalate his use of force as the subject’s resistance decreases.

4. Officers must avoid striking areas which may cause serious physical harm when striking a subject with an impact weapon, except when the circumstances justify using such force because of immediate danger of serious physical harm to the officer or another.

C. Body Areas Vulnerable to Impact Weapon Strikes with Less Likelihood Of Causing Serious Physical Harm

1. Impact weapons should be used in a manner consistent with training in order to cause the minimum possible harm, by contacting motor nerve points of the legs, motor nerve point of the arms, lower abdomen, hands, other muscle mass areas, then joints and any other area where the bones are close to the skin, especially the limbs.

2. Vulnerable areas less likely to cause serious physical harm are areas other than the head, neck, clavicle and spine.

D. Body Areas to be Avoided by Impact Weapon Strikes

1. The following are considered potentially lethal impact spots and should not be struck with an impact weapon unless lethal force is justified, consistent with Department policy and the law:
   a. Head or neck
   b. Genital area
   c. Spinal area
   d. Clavicle
   e. Solar plexus

E. Verbal Commands

1. A verbal warning and time to allow the subject to comply must be given, prior to the use of an impact weapon, unless such warning would present a danger to the member or others.

2. Verbal commands before, during, and after the use of an impact weapon are important in order to de-escalate any situation and gain compliance and control of an actively resisting subject.

F. Training

1. Only officers who have been qualified by a department approved impact weapon training course will be authorized to carry an impact weapon.

2. Officers must be recertified on an annual basis.

G. Reporting Responsibilities

1. Any member using an impact weapon to apprehend, control, or restrain a subject shall:
   a. Notify The Chief of Police
   b. Shall Document the use and circumstances in the case report.
I. PURPOSE
The purpose of this policy is to establish guidelines and limitations for the Greensburg Police Department police personnel for the training and use of a Conducted Electronic Weapon (“CEW”).

II. POLICY
It is the policy of the Greensburg Police Department to use only an objectively reasonable amount of force to control a situation, to effect an arrest, to prevent an arrest from being defeated by resistance or by escape, to defend themselves or others from harm. The department recognizes that combative, non-compliant, armed, and/or violent subjects cause handling and control problems that require specialized training and equipment. Thus, the department has adopted a less lethal force options to assist with the de-escalation of potentially violent confrontations. The department is authorizing the use of department owned, maintained, and issued Conducted Electronic Weapons to trained personnel.

III. USE OF FORCE STANDARDS:
The following are applicable use of force standards directly related to the deployment of the CEW:

   A. The use of a CEW involves the application of force.
   B. Each application of a CEW involves an additional use of force.
   C. Multiple applications of a CEW cannot be justified solely on the grounds that a subject fails to comply with a command, absent other indications that the subject is about to flee, or poses an immediate threat to an officer.
   D. Any decision to apply multiple applications of a CEW must take into consideration whether a subject is capable of complying with the officers’ commands.
   E. The CEW is not intended to replace the use of firearms when lethal physical force is necessary.
V. PROCEDURES FOR USE OF CONDUCTED ELECTRONIC WEAPON:

A. Personnel Responsibilities:

All uniformed and non-supervisory field services personnel will checkout a Taser® X-2 (“CEW”) and two 25’ foot cartridges at the start of their shift.

1. All uniformed, non-supervisory Field Services personnel shall be required to carry the ECW and have it in his/her possession when responding to calls for service.

2. Officers shall carry the CEW in a department approved holster on the belt or vest, on the opposite side of their firearm, with the cartridge(s) loaded, while working their assigned shifts.

3. Officers shall point the CEW in a safe direction when loading, unloading, or testing the weapon.

4. Officers shall visually and physically inspect the CEW and cartridges at the beginning of their shift.

5. Officers carrying the CEW are responsible for ensuring that the device is fully operational at all times. This includes ensuring that the unit’s charge is not at 20% or lower, the air cartridge has not expired, and all components are fully operational and that the unit can be depended on to function properly when needed.

6. The X-2 unit will be spark tested at the beginning of each shift that it is worn. Cartridges are left in the unit, point unit in a safe direction, turn unit on, and push the arc switch, listening for loud, rapid sparks. Also check CID with unit on to check unit’s diagnostics. All spark testing should be for a full 5 second cycle.

7. Should the CEW fail to spark rapidly or loudly, the batteries should be replaced with a new battery and tested. Should the CEW fail to spark properly, the officer should check the power percentage display. If it is below 20% the officer will get new performance power magazine for the X-2, from their immediate supervisor.

8. Officers are responsible for notifying their supervisor if the CEW does not function appropriately during testing and their efforts to resolve the issue.

9. The CEW will be securely stored at a law enforcement facility when not checked out for use.

10. Any department CEW kept at home should be secured in a safe place inaccessible to family members, especially children.

11. Whenever an officer removes his/her CEW at a law enforcement facility, the item must not be left in the open, and must be secured so that it is not readily accessible to civilians, subjects, victims, or witnesses.

12. Any other arrangements for carrying (or not carrying), possessing, or storing an ECW, must have prior approval from a bureau commander.

13. Any discharge of a CEW must be immediately reported to the Chief of Police.
B. Permitted Use:

Sworn personnel are permitted to use a CEW in an objectively reasonable manner, in accordance with training in the following instances:

1. When a subject, in the officer’s judgement, is an immediate threat to the officer and/or others.
2. A CEW can be used against subjects who are actively resisting in a manner that, in the officer’s judgment, is likely to result in injuries to themselves or others.
3. To incapacitate a subject who poses a threat of physical injury to himself/herself.
4. A CEW may be used when an officer is engaged in a physical confrontation with a combative individual.
5. Against aggressive animals that pose a threat of physical immediate injury to officers or others.
6. To display a CEW or “painting the subject with the CEW laser” to attempt to gain compliance of the subject where resistance, assault, and/or violence is reasonably anticipated.
7. In the drive stun mode, to gain compliance, from a subject or subjects who are actively resisting.
8. On an individual running away from the officer when an articulable reasonable suspicion or probable cause of a crime exists or an individual poses an immediate threat to an officer or others.
9. During department authorized training programs and/or demonstrations.

C. Prohibited Use:

The CEW shall not be used:

1. Against a subject who is passively resisting the lawful commands of the officer.
2. Against a person who is at an elevated location where a fall may cause substantial injury or death.
3. Against handcuffed and/or shackled persons, unless the subject is actively resisting arrest, and/or in the officers’ judgement, is an immediate threat to themselves, the officer and/or others.
4. Against an operator in physical control of a vehicle in motion, including automobiles, trucks, motorcycles, ATVs, bicycles, and scooters, unless exigent circumstances exist.
5. Against a subject who is in close proximity to a flammable gas or liquid. (i.e. a meth lab, where gasoline is stored, alcohol based OC Spray, etc.).
6. To rouse unconscious, impaired, or intoxicated individuals.
7. For horseplay or clowning around, or in an unprofessional manner.
8. To experiment on a person or allow a person to experience the CEW, even if the person requests it, when the CEW's use would not otherwise be allowed under this policy. This CEW experience does not apply to voluntary CEW training exposures or CEW demonstrations as authorized by the department.

9. For illegal purposes (e.g. illegal coercion, torture, etc.).

10. Against a female who the officer knows, or reasonably believes to be pregnant, due to the potential for falling when incapacitated, unless lower injury risk force options have failed or the officer, based on the totality of the circumstances, reasonably believes they will fail and lethal force is not justified.

11. Against a person who the officer knows, or reasonably believes, to be under the age of twelve (12) or over the age of seventy (70), due to the potential for falling when incapacitated, unless lower injury risk force options have failed or the officer, based on the totality of the circumstances, reasonably believes they will fail and lethal force is not justified.

Note: It is Greensburg Police Department policy that officers who use force that is not objectively reasonable will be subject to discipline, possible criminal prosecution, and/or civil liability.

D. Deployment

When deploying a CEW, officers will make every effort to comply with the following directives, as time and circumstance reasonably permit:

1. A command for compliance and a warning should be given prior to activating the CEW. The subject should be given time to comply with an officer's verbal command unless to do so would place the officer or any other person at risk. This directive serves a dual purpose: to seek compliance from the subject, and to let other officers who are present know that the CEW is being deployed, so that the activation of the CEW will not be mistaken, by sight or sound, as a firearm discharge.

2. When feasible, alert other law enforcement officers present that you are about to deploy a CEW by saying “Taser, Taser”. This statement will prepare the officers for the CEW deployment and help prevent sympathetic weapon discharges.

3. Use the laser and/or fixed sights to aim the CEW, per training and manufacturer’s instructions. Officers should, when practical, attempt to aim for the lower torso center mass for frontal discharges, engaging the balancing muscles of the pelvic triangle, and below the neck for discharges to the back. The device shall not be deliberately deployed at the face, neck, or groin area.

4. In an attempt to minimize the number of CEW discharges necessary for subject compliance, officers should, while deploying the CEW, clearly and reasonably order the subject as the incident mandates. Such verbal commands should be specific and may include, “lie flat, put hands behind your back,” etc. Additionally, when more than one officer is present and when it is practical, officers should attempt to handcuff the suspect while he or she is under the five second cycle.
5. The CEW Taser is programmed to give a five second cycle. The duration of the cycle may be shortened by depressing the safety lever at the officer’s discretion. For the X2, additional cycles may be administered by pushing the arc switch if the target subject is not controlled by the initial deployment. Each deployment of the Taser or X-2, or each additional cycle, or mode, is considered a separate use of force apart from the initial activation or cycle.

6. Officers should avoid prolonged, extended, uninterrupted discharges or extensive multiple discharges, unless objectively reasonable, to minimize the potential for overexertion of the subject. Multiple applications of the CEW and/or exposure to the CEW for longer than 15 seconds whether due to multiple applications or continuous cycling, against a single individual, may increase the risk of death or serious injury.

7. Officers should not touch the wires of the device while the unit is discharging or they may receive electrical shocks from the device.

8. Whenever possible the CEW shall be deployed using a back-up officer to assist with handcuffing or providing cover.

9. After deployment the subject shall be handcuffed as soon as practical.

10. As soon as the subject is compliant, and the situation is under control, the Chief of Police shall be notified of the use of force.

E. Post CEW Deployment Medical Attention

Following the deployment of a CEW, subjects should be asked whether they suffer from any respiratory diseases or conditions, e.g., asthma, bronchitis, or emphysema. If a subject complains of, or indicates he/she suffers from a respiratory disease, or if the subject displays respiratory problems, medical attention should be sought immediately. The probes shall be removed as soon as possible once the subject is under control and/or compliant. Officers should also perform the following actions:

1. A member should monitor a suspect on which any use of force, with or without a weapon, was used to detect any obvious signs of medical problems or extreme reactions and summon medical assistance if, in the discretion of the member, there are doubts to the health of the person.

2. If the subject exhibits any of the conditions and/or symptoms mentioned below, officers shall either summon medical assistance or transport the subject to a medical facility:
   a. Subject unconscious even for a short period of time;
   b. Visible seizure when CEW is NOT being discharged;
   c. Obvious significant injury from fall or take-down;
   d. Subject volunteers that he/she is having chest pain or trouble breathing;
   e. Subject displays persistent confusion or altered mental status more than one minute after application of the CEW;
   f. Subject requests emergency medical assistance;
   g. Subject is pregnant.
   h. Use of CEW on a juvenile (17 years of age or younger);

3. Detention facility personnel shall be informed when a subject has been subdued with a CEW.
4. Remove the probe. After a probe deployment of a Taser, and once the suspect is in custody, proper procedures for removal of the probes shall begin.

a. Non-Sensitive Areas – Removal of probes in non-sensitive areas may be done by officers according to probe-removal training guidelines, which include the wearing of bio-protective gloves. Officers should inspect the probes after removal to see that the entire probe and probe barb has been removed. In the event that a probe, or probe barb, has broken off and it is still embedded in a subject’s skin, the subject shall be provided appropriate medical attention to facilitate the removal of the object.

b. Sensitive Areas – If a probe is embedded in a sensitive area of the body (i.e. neck, throat, eye, face, female breasts or groin), the wire will be cut approximately six inches from the probe and left for removal by medical personnel.

c. Qualified medical personnel shall remove probes located in sensitive areas.

F. Evidence Collection

1. Once the subject has been controlled, and the need for medical care has been evaluated, at the discretion of their immediate supervisor, officers will collect all evidence resulting from Taser discharge. Officers are reminded of the importance of respecting human dignity and privacy, taking steps to avoid embarrassment, and preserving confidentiality regarding the subject’s medical treatment. Whenever feasible, the following items will be secured as evidence:

   a. CEW Probes;
   b. Cartridges;
   c. Wire Leads
   d. Sample AFIDS

2. When lawful and appropriate, photographs should be taken of the probe impact sites and any other related injuries as soon as reasonably possible.

G. Reporting Required:

1. After deploying a CEW, the officer must notify a supervisor as soon as it is practical to do so.

2. After deployment of a CEW, the officer who discharges the CEW shall document:

   a. The facts and circumstances which dictated the officer’s use of force;
   b. Commands given to the subject;
   c. Manner in which the subject refused to comply;
   d. Witnesses to the discharge of the CEW;
   e. Number of discharges, and length of each;
   f. Location of probes on the subject’s body;
   g. Extent, if any, of the subject’s injuries;
   h. Description of first aid provided; and
   i. The name of the supervisor notified, and time of such notification.
VIII. TRAINING AND QUALIFICATION

A. CEW Authorization: Officers are required to successfully complete training on the functionality of the ECW and the department’s policy on its use prior to issuance of the Weapon. Only trained and qualified department officers may carry and/or use a CEW Weapon.

B. CEW Training: All members of the department who carry and/or use a CEW must first successfully complete a department approved and mandated CEW user qualification program, including written and practical tests.

C. CEW Qualification: A mandatory annual qualification program must be successfully completed. Officers who fail to attend training and allow their qualification to elapse will not be authorized to carry the CEW.

D. Certified Instructors: All department CEW programs will be presented by an AXON certified (or equivalent) CEW instructor. The CEW instructor must be certified in Weapons.

E. Training Records: The department shall maintain CEW training and qualification records.
I. PURPOSE

The purpose of this Policy is to establish guidelines and procedures governing Greensburg Police Department officers’ use of a chemical agent while performing their duties.

II. POLICY:

The policy of the Greensburg Police Department (“Department”) is to use only that amount of force objectively reasonable to effect an arrest, control a situation, or defend themselves or others from harm. The Department recognizes that combative, non-compliant, armed and/or violent subjects cause handling and control problems that require specialized training and equipment. Thus, the Department has adopted the use of less lethal force options to assist with the de-escalation of potentially violent confrontations. Any use of chemical agents must comply with the Department’s Use of Force Policy.

Any police officer whose use of OC spray is not objectively reasonable will be subject to disciplinary actions and may be subject to civil and criminal liability.

III. PROCEDURES:

A. Use of Force Standard

The following are applicable use of force standards directly related to the deployment of OC spray:

1. The use of OC spray involves the application of force.
2. Each application of OC spray involves a separate, additional use of force.
3. Multiple applications of OC spray cannot be justified solely because that a subject fails to comply with a command, absent other indications the subject is about to flee, or poses an immediate threat to an officer.
4. Any decision to apply multiple applications of an OC spray must take into consideration whether a subject is capable of complying with the officer’s commands.
5. The OC spray is not intended to replace the use of firearms when lethal physical force is necessary.

B. Authorization to carry and use OC Spray

1. Only OC spray meeting Greensburg Police Department specifications and issued by the Department may be used by police officers in the course of law enforcement responsibilities, both on and off duty.
2. The use and carry of OC spray are restricted to officers who are trained and demonstrate proficiency of use.
C. Permitted Use of OC Spray

Officers are only permitted to use OC spray in accordance with training in the following instances:

1. Against subjects who are actively resisting in a manner that, in the officer’s judgment, is likely to result in injuries to themselves or others;
2. To incapacitate a subject who poses a threat of immediate physical injury to the officer, the subject, or another;
3. Against aggressive animals that pose a threat of physical injury to officers or others;
4. Department authorized training programs and/or demonstrations;

D. Restrictions on Use of OC Spray

Department issued OC spray may not be used in the following circumstances:

1. To effect the arrest of a person that is only passively resisting (e.g., going limp, offering no physical resistance);
2. Once a suspect succumbs, becomes incapacitated, or is restrained;
3. In crowded areas, except with supervisor approval after taking into account all of the circumstances, including possible exposure to involved bystanders;
4. To wake up an intoxicated individual;
5. To threaten or elicit information from a person;
6. On individuals with frail health or persons with known respiratory conditions;
7. In closed or poor ventilated spaces, unless objectively reasonable based on the totality of the circumstances;
8. Members are required to remove a subject exposed to pepper spray from a face-down position as soon as it is safe to do so.

E. Verbal Commands

1. A verbal warning, and time to allow the subject to comply, must be given prior to the use of OC spray, unless a warning would present a danger to the officer or others;
2. Verbal commands before, during, and after the application of the OC spray are important in order to de-escalate any situation and gain compliance and control of an actively resisting or aggressive subject;
3. After resistance has ceased, the subject must be reassured that nothing further will happen, and decontamination for the spray application is forthcoming.
F. Application Techniques

1. One or two-second bursts of the department issued OC spray should be directed across the eyebrow line and bridge of the nose.

2. Direct discharge into the eyes should be avoided at a distance of three feet or less.

3. Except in an emergency, do not discharge a Department-issued OC spray when closer than three feet from the subject due to the increased risk for self-contamination or contamination of other officers at the scene.

4. An additional burst may be used if the initial burst proves ineffective. Allow a brief time for the agent to take effect before a second application. Be prepared to take other appropriate action should the spray fail to be effective.

G. Post-Use Decontamination and Treatment

1. Once the spray has been applied, commands must be given to direct the now confused and distracted subject: e.g., “Kneel down” or “Put your hands behind your back” and “Stop resisting arrest” tell the subject what is required.

2. Subjects should be assured the effects of the OC spray are temporary.

3. After the OC spray has been used and the subject has been restrained the subject should be moved to an uncontaminated area. If available, the affected areas of the subject should be flushed with water within 20 minutes.

4. Subjects should be exposed to wind/air immediately after deployment. Water may be used for flushing, if available, if wind/air are unsuccessful in decontamination.

5. Subjects should be asked if they suffer from any respiratory diseases or problems, such as asthma, bronchitis or emphysema. If a subject displays respiratory problems, the subject should be exposed to fresh air if possible and medical attention should be sought immediately. Subjects should be encouraged to breathe normally and relax.

6. While transporting a subject to a police or medical facility, the subject’s condition should be monitored for signs of breathing difficulty, nausea, or other physical discomfort. A subject should never be left unattended until the effects of the pepper spray have completely diminished, or the individual indicates they have fully recovered from the effects of the spray.

7. Forty-five (45) minutes after use of the OC spray, subjects shall be inspected to determine whether or not additional decontamination or first aid measures are required.

8. Detention facility personnel shall be informed when a subject has been sprayed with OC spray.
H. Training and Certification in the Use and Operation of OC Spray.

1. Each Greensburg Police Department officer who has been issued OC spray as part of the official equipment must be duly trained and qualified as a user by Department certified instructors prior to carrying or using the weapon.

2. In order to meet the quality standards, all trained police officers shall be recertified on an annual basis.

I. Reporting Required

1. After deploying OC spray, the officer shall notify The Chief of Police as soon as it is practical to do so.

2. After deployment of OC spray, the officer who discharged the spray shall document the use of force in the case report, which shall include:
   a. The facts and circumstances which dictated the officer’s use of force;
   b. Commands given to the subject, including any appropriate warning;
   c. The manner in which the subject refused to comply;
   d. Target;
   e. Witnesses to the discharge of the OC spray;
   f. Number of discharges, and length of each;
   g. The estimated distance at which the OC spray discharge(s) occurred;
   h. Extent, if any, of the subject’s injuries;
   i. Description of first aid provided;
   j. The name of the supervisor notified, and
   k. Time of such notification.
City of Greensburg, Kansas
Social Media Policy
Adopted December 3, 2018

The City of Greensburg, Kansas uses social media to engage and inform residents, visitors and stakeholders as a channel of communication, and to promote city services and community events. The city's websites, greensburgks.org, visitgreensburgks.com and bigwell.org, serve as the primary source for information and internet presence.

This policy is to ensure an authorized and consistent message on City of Greensburg social media channels.

We use social media for: organizational announcements, community event information, visitor information, photos, job opportunities, municipal related news, information and resources for Greensburg residents.

We do not post or share political endorsements, crude, rude, offensive or derogatory statements.

Community Standards
Any City of Greensburg social media site shall be considered a limited public forum, and public expression must meet certain minimum levels of discourse. Articles, posts and comments on the City's social media site shall not contain any of the following forms of content, which shall be removed as soon as possible:

- Profane language or content
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, ancestry, religion, gender, national origin, physical or mental disability
- Sexual content or links to sexual content
- Solicitations of commerce
- City personnel matters
- Conduct or encouragement of illegal activity
- Information that may compromise the safety or security of the public or public systems or facilities
- Content that violates a legal ownership interest of any other party
- Threats or defamatory statements
- Links to any external site
- Multiple successive off-topic posts by a single user or repetitive posts copied and pasted by multiple users, or Spam
- Endorsement of political candidates, causes or groups, except for endorsement approved by City management of events, services or causes that have explicit, general City sponsorship
Employee Use
City of Greensburg social media accounts are monitored and the responsibility of the City Administrator, City Clerk, Convention and Tourism Director/Big Well Museum Director and Police Chief. Employees are prohibited from using official city accounts for personal use.

City of Greensburg employees are invited to follow and engage with the city’s social media through their own personal accounts. Personal social media accounts of City of Greensburg employees should not be presented as official voices or opinions of the City. Employees may use personal social media during work in a reasonable, limited way provided that this privilege does not interfere with his or her job duties.

No employee of the City of Greensburg shall be punished for expressions, or litigation, made as a private citizen regarding matters of public concern, unless those expressions, or that litigation, substantially disrupts the efficient and effective delivery of public services by the City.

No employee of the City of Greensburg shall be punished for their political beliefs or associations, unless that employee possesses policymaking authority and their political association is an appropriate requirement for the effective performance of the public office involved.

Any employee who accesses their personal account from city owned, city leased or city provided technology has no right to privacy in any information that is created, stored, transmitted, shared or viewed. The city may review all internet activity and websites that are accessed. Anyone found to have violated this policy may be subject to disciplinary action.
September 4, 2020

Mayor and City Council
City of Greensburg, Kansas
300 S. Main
Greensburg, KS 67054

We are pleased to confirm our understanding of the services we are to provide the City of Greensburg, Kansas, a Municipal Financial Reporting Entity, for the year ended December 31, 2020. We will audit the financial statement as of and for the year ended December 31, 2020.

We have been engaged to report on the regulatory-required supplementary information (RRSI) that accompanies the City's financial statement. We will subject the following RRSI to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statement as a whole:

1. Schedule 1, Summary of Regulatory Basis Expenditures – Actual and Budget
2. Schedule 2, Schedules of Regulatory Basis Receipts and Expenditures
3. Schedule 3, Schedule of Regulatory Basis Receipts and Disbursements – Agency Funds
4. Schedule 4, Schedule of Regulatory Basis Receipts and Expenditures – Related Municipal Entity

Audit Objective

The objective of our audit is the expression of an opinion as to whether your financial statement is fairly presented, in all material respects, in conformity with the Kansas Municipal Audit and Accounting Guide (KMAAG) and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America (GAAP) and to report on the fairness of the RRSI referred to in the second paragraph when considered in relation to the financial statement as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the KMAAG, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statement is other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the financial statement and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statement and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statement of the respective Summary Statement of Receipts, Expenditures and Unencumbered Cash of the City of Greensburg, Kansas in conformity with the KMAAG and the practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from GAAP.
City of Greensburg, Kansas
Page 2

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the RRSI in conformity with the KMAAG and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from GAAP. You agree to include our report on the RRSI in any document that contains and indicates that we have reported on the RRSI. You also agree to include the audited financial statement with any presentation of the RRSI that includes our report therein. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the RRSI in accordance with the KMAAG; (2) that you believe the RRSI, including its form and content, is fairly presented in accordance with the KMAAG; (3) that the methods or measurement of presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RRSI.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management understands and acknowledges the following with regards to the financial statement:

- The purpose for using the KMAAG regulatory basis framework is to comply with the statutory provisions applicable to the entity for preparation of the financial statement on a basis of accounting other than GAAP;
- The financial statement is intended for general use;
- Management has taken appropriate steps to determine that the KMAAG regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statement that are appropriate to the KMAAG regulatory basis framework, including:
  - A description of the KMAAG regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from GAAP;
  - Informative disclosures similar to those required by GAAP for items contained in the financial statement that are the same as, or similar to, those in financial statements prepared in accordance with GAAP; and
  - Any additional disclosures beyond those specifically required by the KMAAG regulatory basis framework that may be considered necessary to achieve fair presentation of the financial statement.
- Management has chosen to include the financial information of the following related municipal entity in its financial statement:
  - Greensburg Housing Authority

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.
Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as an auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors. We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statement (including misappropriation of cash or other assets).

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorney(s) as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the entity's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

**Other Services**

We will also prepare the financial statement of the City of Greensburg, Kansas in conformity with KMAAG based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Auditor's Responsibility**

We will also be responsible for the following with regard to the audit of the financial statement:

- For complying with all auditing standards generally accepted in the United States of America as relevant to and adapted to the circumstances of the audit of the financial statement;
- For evaluating whether the financial statement is suitably titled, adequately refers to or describes the KMAAG regulatory basis framework, includes a summary of significant accounting policies, adequately describes how the KMAAG regulatory basis framework differs from GAAP in qualitative terms, and includes the appropriate informative disclosures as described in Management's Responsibilities above;
- For evaluating whether the financial statement achieves fair presentation with regard to the KMAAG regulatory basis framework and forming the appropriate opinion on the financial statement taken as a whole; and
- Because the financial statement is intended for general use, we are responsible for expressing an opinion as to the fair presentation of the financial statement in accordance with GAAP, in addition to expressing an opinion about whether the financial statement is prepared in accordance with the KMAAG regulatory basis framework.
Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will also assist you in the preparation of the annual budget for 2022.

We will begin our audit on a mutually agreed-upon date. James W. Kennedy is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus expenses, except that we agree that our gross fee will not exceed $16,200 plus expenses for the year ended December 31, 2020. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The fee for the following will be at our standard hourly rates:

- Audit of the Greensburg Housing Authority
- Preparation of the 2022 budget
- Audit of Federal Financial Assistance in accordance with Government Audit Standards, if required, which will require a separate engagement letter
- Other work outside of the scope of the audit

We appreciate the opportunity to be of service to the City of Greensburg, Kansas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Kennedy McKee & Company LLP

James W. Kennedy
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Greensburg, Kansas.

By: __________________________________________

Title: __________________________________________

Date: __________________________________________
To: Mayors, City Managers, and City Clerks  
Re: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
Kansas Power Pool Annual Member’s Meeting – December 11, 2020

In order to vote at the Kansas Power Pool Annual Member’s Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the Kansas Power Pool Office no later than December 1, 2020. This will allow us time to establish voting delegate/alternate records prior to the Annual Member’s Meeting.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Member’s Meeting.

**Action by Council Required.** Consistent with the Kansas Power Pool bylaws, a city’s voting delegate and up two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Annual Member’s Meeting Registration Required.** The voting delegate and alternates must register for the Annual Member’s Meeting. To register, they can go to the Kansas Power Pool Website at [www.kpp.agency](http://www.kpp.agency). The registration will open on October 1, 2020. In order to cast a vote, at least one voter must be present at the Annual Member’s Meeting and in possession of the voting delegate card. Voting delegate cards will be issued at the registration desk on the day of the meeting.
**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Annual Member’s Meeting, they may not transfer the voting card to another city official.

Once again, thank you for completing the voting delegate and alternate form and returning it to the Kansas Power Pool office by Tuesday, December 1, 2020. If you have questions, please contact Brooke Carroll at 620-205-6838 or bcarroll@kpp.agency.
Please complete this form and return it to the Kansas Power Pool office by Tuesday, December 1, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Member’s Meeting Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

1. VOTING DELEGATE
   
   Name: 
   
   Title: 
   
   2. VOTING DELEGATE - ALTERNATE
      
   Name: 
   
   Title: 
   
   3. VOTING DELEGATE - ALTERNATE
      
   Name: 
   
   Title: 
   
   PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

City: ________________________________

Name: ________________________________ Email: ________________________________

Mayor or City Clerk ________________________________ Date ________________________________

(circle one) (signature)

Please complete and return by Tuesday, December 1, 2020

Kansas Power Pool
Attn: Brooke Carroll
100 North Broadway, Suite L110
Wichita, KS 67202
bcarroll@kpp.agency