CITY OF GREENSBURG
REGULAR CITY COUNCIL MEETING
300 SOUTH MAIN GREENSBURG, KANSAS
MONDAY, AUGUST 2, 2021
6:00 PM

The meeting is available online via the City of Greensburg Facebook page.

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 – July 19, 2021
   2. Appropriation Ordinance
      a. Ordinance #1201

F) AWARDS, PROCLAMATIONS: Life Save Award for Firefighter Peter Kern, Sergeant Preston Capansky, and Chief Webb

G) ITEMS OF BUSINESS
   1. Airport Lease Amendment-Farmer’s Spraying Service Inc.
   2. BCS Technical Services Agreement
   3. Ordinance 1107, Establish an American Rescue Plan Act Fund
   4. Ordinance 1108, Establish a Police Equipment Reserve Fund
   5. 15th Anniversary Discussion

H) CITY STAFF REPORTS

I) GOVERNING BODY COMMENTS

J) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

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

To be placed on future agendas please contact City Administrator Stacy Barnes at administrator@greensburgks.org or call City Offices at 620-723-2751.
Greensburg City Council
July 19, 2021
City Hall

A) CALL TO ORDER
Mayor Matt Christenson called the July 19, 2021 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: Mark Trummel, Pam Reves, and Chance Little. Haley Kern was absent. One Council seat remains open. Staff present: Administrator Stacy Barnes, City Clerk Christy Pyatt, Chief of Police Aaron Webb.

Reves made a motion to approve the agenda as presented. Trummel seconded. Motion passed 3-0.

D) CITIZEN COMMENTS
Julie Lyon, newly appointed Kiowa County Economic Development Director, introduced herself to the Council.

E) CONSENT AGENDA
Trummel questioned check 29693. The expense was to replace the swing at the Big Well Park. As mentioned at a previous meeting, the cables on the swing had become frayed and it had been taken down, as a safety precaution. Reves asked what product was being purchased from Yoder Meats. Barnes stated that these are beef sticks being sold at the pool concessions stand. Trummel made a motion, seconded by Reves, to approve the Consent Agenda as presented. Motion passed 3-0.

F) ITEMS OF BUSINESS
   1. 2022 Budget Final Review for Publication and Set Public Hearing August 16, 2021
Barnes presented an updated 2022 budget for Council’s review. The suggested increase to electric expenses, to give more allowance for the February 2021 winter storm surcharge, was included. The draft was reviewed by Jim Kennedy, Kennedy McKee. The document shows that the City would fall below the Revenue Neutral Rate. The value of one mill for 2022 will be slightly below the 2021 levy. Barnes reminded Council, and those listening on the live feed, that budget authority does not mean we will spend the total budget. Budget Authority provides authority to spend up to the budgeted amount. For example, $400,000 is budgeted for the Capital Improvement Fund. This does not mean the City will spend $400,000 next year, it simply gives the City the authority to spend up to that amount if there was an emergency and funds were needed for. Barnes requested Council set the required budget public hearing for August 16, 2021 at 6:00 p.m. Trummel made a motion to approve the draft budget and publication of the notice of public hearing August, 16, 2021 at 6:00 p.m. Reves seconded, and the motion passed 3-0.

   2. Airport Lease Amendment – Farmer’s Spraying Service, Inc.
Farmer’s Spraying Service, Inc. has notified Barnes that they are now interested in 2 acres of airport property, as opposed to the 1 acre approved at the last meeting. The Lease Agreement had not been executed, as Staff was waiting on a legal description from the surveyors, which has now been completed. Barnes is waiting to hear back from Lochner, who is preparing a scope of work for utility access. Reves made a motion to accept the lease agreement with Farmer’s Spraying Service, Inc. for 2 acres of airport property. Trummel seconded. The motion passed 3-0.
3. 2nd Quarter Financial Report
A report of second quarter financials, including transfers, was provided in the meeting packet. Barnes advised that some expenditures are trending higher than last year. As previously discussed, Police and Court expenditures are up due to increased staffing and increased activity. General Fund and Big Well revenues are trending higher than this time last year. The increase reflected for the Big Well is due to the facility being closed for 2 months last year. Christenson asked if the transfers from the Electric Fund are still happening. The transfer from Electric to General has been being held, to see if it is necessary.

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

- **KDOT Projects Updates**: Scott Mullen, KDOT area engineer, has updated Staff on the Highway 54/Main Street project and other highway projects in the area. For the Main Street project, they will be finishing the center lanes hopefully in the next week then switch to the outside lanes. Mullen has been in contact with The Crazy Mule and with Alliance Ag as this move will close the alley entrance to the south and the drive way at the fuel pumps. KDOT’s trying to have as minimal impact on business traffic as possible. Staff has received some questions about why the stoplight is flashing red if there is no cross traffic. This was done at the request of KDOT, for work crew safety. Today they began a mill and overlay project that they received emergency funds for, to grind out 2 feet of the center line from east of town to the Pratt County line. They are stopping traffic and having a pilot car for that project. As for the mill and overlay project through town to the Ford County line, that will not start until later. They are working in Comanche County now and will move to Kiowa County when that project is complete. KDOT IKE projects were announced the week before last. Coming in 2023 are a new passing lane west of Mullinville, and expansion of passing lanes between Greensburg and Haviland and between Wellsford and Cullison.

- **KSU Grant Funded Research Project**: Towards the end of last year, Barnes had mentioned that she and the Mayor were contacted by professors from Kansas State University who were applying to the National Science Foundation Smart and Connected Communities program to request funding to investigate the potential to grow the use of solar energy in rural communities. Recently they were informed that they were awarded the grant and will be here to meet with Barnes and Christenson August 16th. There is no financial commitment from the City towards this project. The group will be conducting town hall style meetings and surveys for their research.

- **Survey Work Update**: The survey of the west side of the airport has been completed. The survey company will be back in the next week to do the Business Park. A report will follow a week or two after that. The company said they are very backlogged on projects, and that is why it has taken so long.

- **Kiowa County Fair This Week**: Today is the start of the annual Kiowa County Fair. Tonight’s events include a carnival, tractor pull, food trucks and ice cream social. There are meals and events each evening. A full events list can be found on the Kiowa County 4-H and Free Fair Facebook page, or a printed version is hanging at City Hall.

- **City Staff Updates and Projects**: Staff continues to advertise for a Public Works position. The last two weeks Staff has been mowing, repairing a water well issue, repairing some electric issues, repairing streets, reading meters, entering meter reading and preparing utility billing, and doing monthly and quarterly financial reports. The compost site and City facilities recently had state inspections. There were a few items identified, which have been remedied. Visitor traffic at the Big Well Museum has been good this summer. There have been 5,742 visitors for the year so far, 362 last week, from 25 states.

Chief Webb briefly went over the monthly Police Report, which was provided in the meeting packet.

Reves asked if the alley access to The Crazy Mule would be improved during the highway repair process. Barnes advised that KDOT will not be improving the access.
H) GOVERNING BODY COMMENTS
There were no further comments from the Governing Body.

I) ADJOURNMENT
With nothing further to discuss, Christenson declared the meeting adjourned at 6:22 p.m.

____________________________________  ____________________________________
Matt Christenson, Mayor                  Christy Pyatt, City Clerk
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| ***** PAID TOTAL ***** | $121,991.91 |

| ***** REPORT TOTAL ***** | $160,328.86 |
To: Mayor and City Council  
From: Stacy Barnes, City Administrator and Christy Pyatt, City Clerk  
Subject: Agenda items G.1-4

Agenda Item G.1  Airport Lease Amendment-Farmer’s Spraying Service Inc.  
Mr. Sturgeon has indicated he would like to amend the previously approved lease to now include 3 acres instead of 2 and with the same rate of $100 per acre. Also included in this updated lease is the legal description and map of the property to be leased.

Agenda Item G.2  BCS Technical Services Agreement  
BCS has provided the attached agreement to provide technical and preventative maintenance to our HVAC controllers at City Hall, Public Works and Incubator facilities. Since the install of these 19 controllers, there has been no preventative maintenance on them. A few years ago we did an upgrade of the software that runs the system, which was outdated and no longer supported. Kevin from BCS compared the software upgrade to doing work in the dining room of a restaurant (what is upfront and visible) and the preventative work this agreement covers to work on the equipment in the kitchen (what isn’t visible but makes the restaurant work).

Other than the software upgrade, the work that BCS has performed on the systems over the years has been to fix issues as they have occurred. The goal of this agreement would be to reduce emergency calls. The most recent repairs performed by BCS have been to reduce the amount of water the City Hall system was using. At the beginning of the year during our annual water reporting we became aware that the system was using a very significant amount of water. That issue has been resolved.

Over the 3-year period of the contract, BCS will work through the 19 control panels as outlined in section 1.2.1 of the agreement to make sure they are operating properly and reliably. The agreement is $6,064 annually for 3 years. This is an optional contract, but is preventative maintenance on our system.

Agenda Item G.3  Establish A Fund for American Rescue Plan Funds  
On March 11, 2021, President Joe Biden signed the American Rescue Plan Act (ARP Act) into law (Public Law 17-2). The spending package is designed to support the distribution of vaccines and accelerate the post-COVID-19 economic recovery. A portion of APR Act funds are designated for state and local governments. The House Oversight Committee established funding distribution, which will flow to states, counties, and individual municipalities. Distribution will be in two phases and is based on the Community Development and Block Grant formula. The City of Greensburg will receive just over $118,000. The ARP Act identifies allowable usages for distributed funds, including but not limited to investments in water, sewer, or broadband infrastructure.
Staff has been directed by Jim Kennedy, Kennedy McKee & Company LLP, to establish a non-budgeted, independent fund to track ARP funds. Expenses allowed within the fund would be defined within the ARP Act, but would also be approved by the Governing Body. The City has received it’s first allocation of funds, $59,013.87.

Ordinance # 1107 would establish the ARP Act Fund within the City’s financial records.

**Agenda Item G.4 Establish a Police Equipment Reserve Fund**

In an effort to prepare for future planned and unexpected equipment needs within the Police Department, Staff wishes to establish a Police Equipment Reserve Fund. The new fund would be a non-budgeted fund that functions much like the current Equipment Reserve and the Fire Equipment Reserve Funds. The Police Department budget is part of the General Fund. From time to time, The City receives a refund for a Police Department expenditure (such as the return of unused DigiTicket equipment). Currently, those dollars are deposited in the General Fund as a miscellaneous reimbursed expense, no longer designated for Police use. The Department may, in the future, have the opportunity to sell aging equipment. As proposed, Ordinance # 1108 would allow miscellaneous Police revenues such as these to be set aside for future equipment purchases within the department. Ordinance # 1108 would provide Council the ability, in future budget planning, to schedule transfers to the Police Equipment Reserve, as it currently does the Equipment Reserve. The Ordinance also allows for an end of year transfer of remaining Police budget funds to the Reserve, just as the Fire Department has done the past 4 years. Expenditures would be made based on the City’s current procurement policy.

Ordinance #1108 would establish a Police Equipment Reserve Fund within the City’s financial records.

**Agenda Item G.5 15th Anniversary Discussion**

Next May will the 15th anniversary of the Greensburg tornado. There have been some conversations in the Tourism Board and with other groups regarding this anniversary and if anything should be done to commemorate it. It falls on a Wednesday in 2022. So far discussions have centered around external marketing efforts and reaching out to media to do update stories. I would like to get some input from the council on their thoughts of the anniversary.
THIS AGREEMENT made and entered into this ______ day of ______, 20___, between the City of Greensburg, Kansas, hereinafter referred to as “The City” and ___Farmer’s Spraying Service Inc.____ hereinafter referred to as “Lessee”.

WITNESSETH:

WHEREAS, The City now owns and operates Greensburg Municipal Airport, hereinafter Airport; and

WHEREAS, Lessee has asked The City to lease unto him a certain tract of land at said airport upon which Lessee has or may construct a building or hangar or will use an existing hangar for storing, repairing and other activities relating to aircraft and aviation.

WHEREAS, The City deems it to be in the best interest of the community to lease said land to Lessee for purpose hereinbefore stated and upon the terms and condition hereinafter set out;

NOW THEREFORE, the parties hereto agree as follows:

1. LEASE OF PREMISES. For and in consideration of the rental hereinafter provided for, The City does hereby lease and let to Lessee a tract of ground described as:

A portion of the Southwest Quarter of Section 7, Township 28 South, Range 17 West of the 5th Principal Meridian in Kiowa County, Kansas more particularly described as follows:
Commencing at the Southwest corner of the Southwest Quarter of
Section 7, Township 28 South, Range 17 West of the 6th Principal Meridian; thence with a bearing North 00°08'21" West (basis of bearings is NAD 83 Kansas South Zone) along the West line of said Section 125.95 feet; thence at right angles, North 89°51'39" East 20.00 feet to the point of beginning; thence North 00'08'21" West parallel with the West line of said Section, 616.40 feet; thence South 89°04'58" East 217.72 feet to a point that is 495.00 feet West of the Centerline of Airport Runway; thence South 00°55'02" West parallel with the Extended Centerline of Airport Runway 616.29 feet; thence North 89°04'58" West 206.36 feet to the point of beginning containing 3.000 Acres subject to any easements and/or rights-of-way of record.

and designated on the plat which is attached hereto as Appendix A and by reference made a part hereof for the purpose of maintaining thereon a hangar which has been or may be constructed thereon by Lessee. In addition, Lessee is granted the right to use, in common with others, the system of runways and taxiways as now exist or as may hereafter be constructed.

2. UTILITIES & TAXES. Lessee agrees to conform to all plumbing, electrical building, and other ordinances of the City in the construction and operation of said hangar including procurement of necessary licenses and permits. Lessee shall be responsible for all expenses and charges regarding utilities of any type. Lessee shall bear, at its own expense, all costs of operating its equipment and business including any and all ad valorem, sales, use or other taxes levied, assessed or charged upon or with respect to the leasehold estate, the Premises or improvements or property lessee places thereon and any assessed against the operation of the business and any ad valorem, sales, use or similar taxes levied or assessed on any payments made by lessee hereunder, regardless of whether said items are billed to lessor or the lessee.
3. LIMITATION OF OPERATION. It is understood that this ground lease to construct a hangar for which this agreement is written may be used only for storage, repair and activities relating to aircraft, agricultural aviation spraying and aviation.

4. INSPECTION OF BUILDING. The City will periodically inspect any property on said leased property to verify compliance with approved aeronautical activities on the Airport. Non-compliance of the lease terms may result in termination of said GROUND LEASE and eviction from the Airport.

5. HANGAR BUILDING. Plans for construction or alteration of hangars or other buildings at the airport must be submitted to the City for review and approval and may require FAA Form 7640-1, “Notice of Proposed Construction or Alteration”.

6. AMOUNT OF RENTAL. The Lessee shall pay to The City $100 per acre per year totaling $300, on a calendar year basis, payable in advance. The City shall have the authority to raise the rental payment annually at a rate not greater than 3% based on the Consumer Price Index-Urban (“CPI”).

   LATE/NON PAYMENT. The City shall assess a late payment penalty of 10% of the annual lease amount on annual payments for payments 15 days past due. After 30 days of no payment, the City may terminate the lease agreement due to non payment.

   DUTY TO PAY RENT. Nothing herein shall relieve the Lessee of his or her obligation to pay his or her rental during the term of this lease.

7. DURATION OF LEASE. This Ground Lease executed by The City is for a term of 50 years, beginning _________________ and expiring on ______________, ____. This lease is eligible for renegotiation at the end of the lease for a similar term of 50 years.

Greensburg Municipal Airport Ground Lease Agreement
8. **SALE OR CONVEYANCE OF BUILDING.** If at any time during the term of this lease, or at the termination thereof, Lessee desires to sell or convey said hangar, then:

   The family of Lessee, or any partnership, corporation or other business entity in which the Lessee owns now or has owned any interest in, is hereby given the first right to purchase with written notification and approval of The City. Lessee will be given the opportunity to sell the building to a third party, who perhaps will be purchasing lessee’s assets.

   The City of Greensburg will be given the right to purchase in the event member of the family of the stockholder in Farmers Spraying Service, Inc or Farmer’s Spraying Service, Inc. is unable to see the hangar to a third party.

   At which point a new property owner accepts ownership of the purchased structure, The City will cancel the existing GROUND LEASE from the original tenant and execute a new GROUND LEASE with the new building’s owner. The City will establish a new annual GROUND LEASE rate at prevailing market rates.

9. **REMOVAL OF BUILDING.** Lessee shall have right to remove the hangar and any other property owned by Lessee from the leased premises. Upon removal of said hangar, Lessee shall also remove all trash and debris from leased premises. Lessee shall cleanup site and restore it to the condition it was in before Lessee’s occupancy to the satisfaction of The City.

10. **THE CITY’S RIGHT TO DEVELOP.** The City reserves the right to develop and improve the airport area on all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.

11. **PROTECTION OF APPROACHES.** The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction,
together with the right to prevent the Lessee from erection or permitting to be erected, any building or other structure which, in the opinion of The City or FAA, would limit the usefulness of the airport or constitute a hazard to aircraft.

12. MAINTENANCE. Lessee shall maintain the leased premises in a neat and orderly manner, keep the lawn mowed and not allow debris to accumulate or be scattered in or about the lease premises. Noxious weeds, as defined by state statute, shall be controlled with a regular eradication program by lessee. Lessee shall keep property to City of Greensburg code standards so it does not become blighted property or a safety hazard.

13. INSURANCE. Lessee agrees that is shall provide comprehensive and general liability insurance in the minimum amount of $1,000,000 combine single limit coverage for the described lease property. Lessee shall designate Lessor as an additional named insured on said policy and the premiums for such policy shall be paid by the Lessee. Lessee shall furnish Lessor evidence of the existence of such insurance and the payment of the premiums. Lessee shall carry and pay premiums on all equipment owned by lessee as lessee desires to have insured.

Lessee shall agree to maintain Environmental Pollution Liability Legal Liability, at a minimum limit not less than $2,000,000 per occurrence/$2,000,000 annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability policy

14. NATIONAL EMERGENCY. During time of war or national emergency, The City shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this lease shall be suspended and the agreement with the Government shall have priority.
15. SUBORDINATION OF THE AGREEMENT. This agreement shall be subordinate to the provision of any existing or future agreement between The City and the United States Government, relative to the operation of maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the airport.

16. ASSIGNMENT. This agreement shall be fully assignable by The City and shall be assignable by Lessee upon first receiving the prior written consent of The City. The City’s consent shall not be unreasonably withheld. All terms and provisions of this agreement shall be binding upon the heirs, executors, assigns, devisees, legatees and successors in title to the parties hereto.

17. BUSINESS PURPOSE. The Lessee shall not provide any service to the public without written consent of The City.

18. AERIAL SPRAYING AND FERTILIZING. It is understood that The City will not be held liable for chemical and/or fertilizer spills. The Lessee will be responsible for the cost of all chemical and/or fertilizer spills clean up. Lessee agrees to comply with all laws, rules, and Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the lease premises. Lessee agrees not to use the premises in any way so as to create an Environmental Hazard. Environmental laws or any other federal, state, or local environmental law, regulations regarding any chemicals used will be followed by the Lessee.

19. RIGHT TO IDEMINIFICATIONS. This agreement is made upon the express condition The City shall be free from all liabilities and claims for damages or suits for or by reason of any injuries to any person or persons or property of any kind whatsoever, from any cause or causes whatsoever while in or upon the lease premises or any part thereof during the term of this agreement or occasioned by any occupancy or use for the leased premises or any activity carried on by Lessee in connection therewith, and Lessee hereby covenants and agrees to indemnify and hold harmless The City from all liabilities,
charges, expenses (including attorney fees and litigation costs), however occurring, or damages growing out of the same.

20. APPLICABLE LAW AND VENUE. This Lease shall be construed in accordance with the laws of the State of Kansas. Venue for any action brought pursuant to this Lease shall be in Kiowa County, Kansas. Any action for breach of or enforcement of any provision of this Lease shall be brought in the court of appropriate jurisdiction in and for Kiowa County, Kansas.

21. ATTORNEY’S FEES AND COSTS. In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease each party in such action shall pay its own costs and attorney’s fees, including appellate fees.

22. INVALIDITY OF CLAUSES. The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

23. NOTICES AND COMMUNICATIONS. All notices or other communications to LESSOR or to LESSEE pursuant hereto shall be deemed validly given, served, or delivered, upon delivery in person or by courier service, and if mailed upon three (3) days after deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

    TO LESSOR:         TO LESSEE:
    City of Greensburg  Farmer’s Spraying Service Inc.
    300 S. Main         40110 Runway Blvd.
    Greensburg, KS 67054 Pratt, KS 67124

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.
24. RELATIONSHIP OF PARTIES. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible for such acts or omissions.

25. MISCELLANEOUS. All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease represents the complete agreement between the parties and any prior understandings or representations, whether written or verbal, are hereby superseded. This Lease may subsequently be amended only by written instrument signed by the LESSOR and LESSEE hereto.

IN WITNESS WEREFOF, The City has caused this agreement to be executed by the Mayor of the City of Greensburg with attestation by the City Clerk, and by:_______________________ has executed said agreement by appending his signature as of the day and year first above written.

______________________________________   ____________
Lessor: Farmer’s Spraying Service           Date

______________________________________   ____________
Matthew Christenson, Mayor                  Date

ATTEST:

_______________________________________   ____________
Christy Pyatt, City Clerk                   Date

Greensburg Municipal Airport Ground Lease Agreement
Greensburg Municipal Airport Ground Lease Agreement

EXHIBIT A
Building Controls and Services, Inc.

Technical Services Agreement

Agreement for City of Greensburg

July 19th, 2021
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   1.1.1  Technical Support Services
   1.2  **Additional Service**
   1.2.1  Equipment Tasking

2  **Service Implementation Plan**
   2.1  **Maintained Equipment Table**
   2.1.1  **DDC Service Agreement Year 1**
   2.1.1.1  Building Automation System – Each Year
   2.2  **Service Team**

3  **Signature Page**
   3.1  Signature Page and Investment By and Between:
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*Attachment A – Discounted Labor & Material Pricing*
1 Service Solution

1.1 DDC Services

1.1.1 Technical Support Services

- **Data Protection & Data Recovery Services**: Building Controls and Services will perform scheduled database back-ups of your workstation database & graphics and field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement.

- **Software Maintenance**: Building Controls and Services will address any failed points, points in alarm, unresolved points or points in operator priority, both at the front-end workstation and at the field panel. Resulting benefit is increased efficiency by being proactive with schedules, loop tuning and confirming all points are functional. We will perform this service using onsite visits and/or remote services.

- **Preventive Maintenance**: We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this service agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

- **Desigo CC Software Subscription Renewal**: During the active subscription period, all new software releases and extension modules released during this 12-month period will be available for installation while we are on site to complete the field panel backup (if a new release is available). An active software subscription will allow you to enjoy the latest features and performance increases, get technical support and hot fixes and the latest version of Desigo CC contains the most recent developments for cybersecurity enabling you to better protect your system. Also, it's designed to work with the latest versions of Windows OS.
1.2 Additional Service

- **Emergency Online/Phone Response:** Monday through Sunday, 24 Hours per Day: System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Building Controls and Services will respond within 24 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Building Controls and Services. Where applicable, Building Controls and Services will furnish and install the necessary online service technology to enable us to remotely dial into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Building Controls and Services will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched.

- **Emergency Onsite Response:** Monday through Sunday, 24 Hours per Day: Building Controls and Services will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Building Controls and Services. Emergency service will be billed at the rates as noted on the attached Appendix A - Discounted Labor and Material Pricing.

1.2.1 Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

**Building Automation System (BAS)**

- Clean Control Panel Enclosures, inside and outside.
- Change field panel battery and check/clean and battery connections.
- Check wiring integrity within Enclosures.
- Record Panel name/number/IP address/location
- Inspect diagnostic LED's in Control Panels and note unusual activity. (dim, slow, normal)
- Check programs for any "Unresolved" points and correct.
- Check operation of AO's for proper operation throughout entire range (0-100%).
- Check for cycling of the PID loops and tune as necessary. (note any changes to PID points below for future reference)
- Verify sequence of operation matches original design. If not, document.
- Verify critical alarms are programmed and functioning in the Remote Notification (RENO) Software.
- Check O&M manuals for content and accuracy if available.
- Run Panel Diagnostic report
- Desigo CC Software Subscription Renewal
  - Includes all major & minor releases & security patches.
# Service Implementation Plan

## 2.1 Maintained Equipment Table

### 2.1.1 DDC Service Agreement Year 1

#### 2.1.1.1 Building Automation System – Each Year

<table>
<thead>
<tr>
<th>Equipment Category</th>
<th>Qty</th>
<th>Mfg</th>
<th>Model</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Siemens Apogee ALN</td>
<td>19</td>
<td>Siemens</td>
<td>PXC/PXCM</td>
<td>Various</td>
</tr>
<tr>
<td>Services (Times per year): Panel Preventative Maintenance (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This covers (6) Siemens control panel in the facility once per year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System 600 ALN</td>
<td>1</td>
<td>Siemens</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services (Times per year): Data Protection &amp; Data Recovery (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform a database backup on (6) panels once a year.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>System 600 MLN</td>
<td>1</td>
<td>Siemens</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services (Times per year): Data Protection &amp; Data Recovery (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform a database backup on Desigo CC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Desigo CC</td>
<td>1</td>
<td>Siemens</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services (Times per year): Renewal &amp; Update (1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Desigo CC Software Subscription Renewal &amp; Version Update– Once per year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Building Controls and Services familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Kevin Reid - Account Executive manages the overall strategic service plan based upon your current and future service requirements. He is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Tim Streck - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements. He is also responsible for scheduling your planned maintenance visits and handling your emergency situations by taking the appropriate action.

Jenifer Armstrong - Service Administrator is responsible for all service invoicing including both service agreement and service projects.
3 Signature Page

3.1 Signature Page and Investment By and Between:

Building Controls and Services
1730 E Douglas
Wichita, KS 67214
Kevin Reid
(316) 249-6154

City of Greensburg
300 S Main
Greensburg, KS 67054
Christy Pyatt

Services shall be provided at 300 S Main, Greensburg, KS 67054

BCS shall provide the services as outlined in the attached proposal dated July 2nd, 2021 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an original term of (3) year(s) beginning August 1st, 2021 and from year to year thereafter, unless at least 30 days prior to the expiration date of the original term or any extended term, either party gives the other written notice of its intentions to terminate the agreement.

Investments:

Year 1 Building Automation Service 8/1/2021 to 7/31/2022 $6,064 annually

Year 2 Building Automation Service 8/1/2022 to 7/31/2023 $6,064 annually

Year 3 Building Automation Service 8/1/2023 to 7/31/2024 $6,064 annually

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days. Payment will be due upon receipt of invoice. Price increases not to exceed 5% annually, based on current system configuration.

Proposal accepted by:
Christy Pyatt
City of Greensburg

Proposal submitted by:
Kevin Reid
Account Executive
Building Controls & Services, Inc

Signature Date

Kevin Reid 07/19/2021

Signature Date

P.O. #

☐ Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

☐ Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.
The Customer acknowledges that when approved by the Customer and accepted by BCS: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the “Agreement”) and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT BCS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

3.2 Building Controls and Services Terms and Conditions:

General Provisions
Unless stated otherwise, the services provided under this agreement shall be provided during BCS' normal working hours, Monday through Friday inclusive, excluding holidays. **Client** shall provide reasonable means of access to the equipment being serviced. **BCS** shall not be responsible for any removal, replacement or refinishing of the building structure, if required to gain access to the equipment. **BCS** shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with the **Client's** representative. This agreement, when accepted in writing by the **Client** and approved by an authorized **BCS** representative, shall constitute the entire agreement between the two parties. Either party may terminate this agreement on the anniversary date of the original term or any extended term by giving the other party 30 days’ notice of its intention.

Charges
For services not covered by this agreement but performed by **BCS** upon the **Client's** authorization, the **Client** agrees to pay **BCS** upon presentation of itemized invoice(s), at **BCS**’ prevailing rates. If emergency service is requested by the **Client** and inspection does not reveal any defect for which **BCS** is liable under this agreement, the **Client** will be charged **BCS**’ prevailing rates.

Limitations of Liability
It is understood and agreed that **BCS** is not an insurer of the **Client's** property, and the charges provided herein are for the service only and are not sufficient to warrant **BCS** assuming any risk of consequential, collateral, delay, incidental, business interruption or other damages to **Client** for any deficiency, defect or inadequacy of the service or negligence or failure to perform, except as specifically provided for in this agreement. Therefore, **Client** agrees that if any loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from negligence of **BCS**, its agents or employees, or from their performance or nonperformance of obligations imposed by this agreement, **BCS**’ liability for such loss or damage shall be limited to a sum equal to one year's service charge actually paid by the **Client** under this agreement or $250.00, whichever sum is greater.

**BCS** shall not be required to make safety tests, install new devices or make modifications to any equipment beyond the scope of the original contract in order to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.

**BCS** shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.

This agreement pre-supposes that all equipment is in satisfactory working condition. A cost estimate will be furnished for any equipment found in need of repair, upon initial inspection or initial seasonal start up, with a written estimate stating the cost of repairs. Should repairs not be authorized within 30 days, the equipment will be eliminated from coverage and the agreement price shall be adjusted accordingly.

This agreement pre-supposes no substance regarded as hazardous by EPA is utilized in the system. If, in servicing the system, **BCS** discovers the use of hazardous material, the **Client** will be responsible to remove, or have removed, any
such substance and to replace it with a non-hazardous substitute. The **Client** will incur the cost of removal and substitution.

The amount of any present or future sales, use, occupancy, excise, or other federal, state or local tax which **BCS** hereafter shall be obligated legally to pay, either on its own behalf or on the behalf of the **Client** or otherwise, with respect to the services and material covered by this agreement, shall be paid by the **Client**.

If the equipment or software included under this agreement is altered, modified, or changed by party other than **BCS**, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly.

It is understood that the provisions of this agreement apply only to the systems and equipment covered herein. Repair or replacement of non-maintainable or non-moving parts of the system such as duct work, boiler shell and tubes, unit cabinets, boiler refractory material, electrical wiring, hydronic and pneumatic piping, structural supports, etc. is not included under the agreement.

Following 12 months of service or any time thereafter, if individual item(s) cannot, in **BCS’** opinion, be properly repaired on-site, due to excessive wear or deterioration, **BCS** may withdraw the item(s) from coverage upon ninety (90) days prior written notice.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.
Attachment A – Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

*Rates effective from July 1, 2020*

Please note: Rates shown are for the period referenced above and are subject to change.

<table>
<thead>
<tr>
<th>Standard Labor Rates:</th>
<th>Straight Time (M-F 7:30 AM to 4:30 PM)</th>
<th>Regular Overtime</th>
<th>Sundays &amp; Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr Automation/ Security Specialist</td>
<td>$147.00</td>
<td>$220.50</td>
<td>$294.00</td>
</tr>
<tr>
<td>Automation/ Security Specialist</td>
<td>$134.93</td>
<td>$202.39</td>
<td>$269.85</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$126.00</td>
<td>$189.00</td>
<td>$252.00</td>
</tr>
<tr>
<td>Truck/Trip Charge</td>
<td>$17.70 trip charge and $.58 per mile over 30 miles</td>
<td>$17.70 trip charge and $.58 per mile over 30 miles</td>
<td>$17.70 trip charge and $.58 per mile over 30 miles</td>
</tr>
</tbody>
</table>

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed

<table>
<thead>
<tr>
<th>Preferred Customer Labor Rates:</th>
<th>Straight Time (M-F 7:30 AM to 4:30 PM)</th>
<th>Regular Overtime</th>
<th>Sundays &amp; Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr Automation/ Security Specialist</td>
<td>$131.25</td>
<td>$196.88</td>
<td>$262.50</td>
</tr>
<tr>
<td>Automation/ Security Specialist</td>
<td>$115.50</td>
<td>$173.25</td>
<td>$231.00</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$110.25</td>
<td>$165.38</td>
<td>$220.50</td>
</tr>
<tr>
<td>Truck/Trip Charge</td>
<td>$17.70 trip charge and $.58 per mile over 30 miles</td>
<td>$17.70 trip charge and $.58 per mile over 30 miles</td>
<td>$17.70 trip charge and $.58 per mile over 30 miles</td>
</tr>
</tbody>
</table>

**Minimum Charges:** Service involving travel to the customer site will incur a two-hour minimum labor charge; On-line support will incur a minimum 1-hour labor charge.

**Material Rates:**
Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Building Controls and Services products.

*TSP Customer Siemens Material Price = List x .53 (see Recommended Spare Parts List)*
ORDINANCE #1107

AN ORDINANCE ESTABLISHING A FUND FOR AMERICAN RESCUE PLAN ACT FUNDS FOR THE CITY OF GREENSBURG, KANSAS.

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

SECTION 1. Fund Established: On March 11, 2021, President Joe Biden signed the American Rescue Plan Act (ARP Act) into law (Public Law 17-2) The spending package is designed to support the distribution of vaccines and accelerate the post-COVID-19 economic recovery. A portion of APR Act funds are designated for state and local governments. The House Oversight Committee established funding distribution, which will flow to states, counties, and individual municipalities. Distribution will be based on the Community Development and Block Grant formula. The ARP Act identifies allowable usages for distributed funds, including but not limited to investments in water, sewer, or broadband infrastructure.

SECTION 2. Plan of Operation: This fund is a non-budgeted fund that will be financed through federally allocated ARP Act funds, dispersed by the State of Kansas. This fund may be used for purposes defined within the ARP Act, with approval of the Governing Body.

SECTION 3. Effective Date: This ordinance shall take effect and be in full force from and after its passage, approval and publication in the Kiowa County Signal, the official newspaper of the City of Greensburg, Kansas.

Adopted by the Governing Body of the City of Greensburg, Kansas this 2nd day of August, 2021.

____________________________________
Matt Christenson, Mayor

ATTEST:

____________________________________
Christy Pyatt, City Clerk
ORDINANCE #1108

AN ORDINANCE ESTABLISHING A POLICE EQUIPMENT RESERVE FUND FOR THE CITY OF GREENSBURG, KANSAS.

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

SECTION 1. Fund Established: In accordance with the provisions of Article XII, Section 5 of the Kansas Constitution allowing for home rule authority for Kansas cities, there is hereby established a Police Equipment Reserve Fund, which shall be used by the City to designate funds for future Police Department equipment needs.

SECTION 2. Plan of Operation: This fund is a non-budgeted fund that will be funded by miscellaneous Police Department revenues, end of year transfers of remaining budget authority, and future budgetarily designated transfers. Expenditures will be made in accordance with the City’s established procurement policy.

SECTION 3. Effective Date: This ordinance shall take effect and be in full force from and after its passage, approval and publication in the Kiowa County Signal, the official newspaper of the City of Greensburg, Kansas.

Adopted by the Governing Body of the City of Greensburg, Kansas this 2nd day of August, 2021.

____________________________________
Matt Christenson, Mayor

ATTEST:

____________________________________
Christy Pyatt, City Clerk