

Agenda

City Commission of the City of Neodesha, KS
August 22, 2018 2:00 p.m.

Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Mayor's Report
- Commissioners' Reports
- City Administrator's Comments

Item 2: Public Comments

Item 3: Consent Agenda (Routine agenda items can be approved with unanimous consent of the City Commission. Any item can be removed and placed in items of business.)

- Approval of the August 8, 2018 Commission minutes
- Appropriation (2018) 14

Item 4: Business Items to Consider

- A. Proclamation: Gary Huff/Tennis Courts
- B. Dangerous Structures: 203/211 Main
- C. Marketing Plan: Lisa Sisely and Shawn Dryden, New Boston Creative
- D. Water Rate Study: Beth Warren, Ranson/CityCode
- E. Resolution: Revised Personnel Policy Manual, Jay Newton
- F. Resolution: Revised Pay Plan, Jay Newton
- G. Resolution: Dangerous Structures; 1318 N. 9th
- H. Resolution: Dangerous Structures; 1324 N. 9th
- I. Resolution: Dangerous Structures; 1401 N. 2nd
- J. Resolution: Water Leak Policy
- K. Ag Eagle Lease Renewal
- L. Request to Change Parking Designation

Item 5: Date/Time of Next Regular Meeting

- Wednesday, September 12, 2018, 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session:

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
August 22, 2018

Additions to the Agenda

RECOMMENDED MOTION: *I move to approve the agenda as presented.*

Consent Agenda

RECOMMENDED MOTION: *I move to approve the consent agenda as presented.*

Business Items to Consider

4.A Proclamation: Gary Huff/Tennis Courts

4.B Dangerous Structures: 203/211 Main

The Commission is asked to revisit the abatement process for 203 and 211 Main. The Commission last discussed these properties on December 13, 2017, during a Dangerous Structures Public Hearing. The abatement process was extended for 6-months.

RECOMMENDED MOTION: *I move to close the abatement process for 203 and 211 Main Street.*

4.C Marketing Plan: Lisa Sisely and Shawn Dryden, New Boston Creative

The Commission will welcome Lisa Sisely and Shawn Dryden, New Boston Creative Group, for a presentation on our City Logo, new webpage, and marketing strategy.

RECOMMENDED MOTION: *I move to approve the formal launch of the City's new webpage, City logo, and strategic marketing plan.*

4.D Water Rate Study: Beth Warren, Ranson/CityCode

The Commission will welcome Ms. Beth Warren, Ranson/CityCode, for a presentation on water and sewer rate proposals. The Commission is asked to consider changes to the water and sewer rate Ordinance.

RECOMMENDED MOTION: *I move to direct Staff to prepare a modified water and sewer rate Ordinance for further consideration by the Commission.*

4.E Resolution: Revised Personnel Policy Manual, Jay Newton

The Commission will welcome Mr. Jay Newton for a discussion on revisions to the City's Personnel Policy Manual.

RECOMMENDED MOTION: *I move to adopt Resolution 18-07, establishing the Personnel Policy Manual for the City of Neodesha.*

4.F Resolution: Revised Pay Plan, Jay Newton

Mr. Jay Newton will continue discussions with the Commission regarding revisions to the City's Position Classification and Pay Plan.

RECOMMENDED MOTION: *I move to adopt Resolution 18-08, establishing the Position Classification and Pay Plan for the City of Nedesha.*

4.G Resolution: Dangerous Structures; 1318 N. 9th

The Commission is asked to consider Resolution 18-09, calling for a Public Hearing, October 10, 2018, 2pm, in the Commission Chambers, to show cause why the structure located at 1318 N. 9th Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 18-09 as presented.*

4.H Resolution: Dangerous Structures; 1324 N. 9th

The Commission is asked to consider Resolution 18-10, calling for a Public Hearing, October 10, 2018, 2pm, in the Commission Chambers, to show cause why the structure located at 1324 N. 9th Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 18-10 as presented.*

4.I Resolution: Dangerous Structures; 1401 N. 2nd

The Commission is asked to consider Resolution 18-11, calling for a Public Hearing, October 10, 2018, 2pm, in the Commission Chambers, to show cause why the structure located at 1401 N. 2nd Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 18-11 as presented.*

4J: Resolution: Water Leak Policy

For this agenda item, the Commission is asked to approve Resolution 18-12, modifying the City's policy regarding water leaks reported by water utility customers. The current policy allows only residential customers to receive credit for repaired water leaks. This proposed change would include Commercial and Industrial customers, and makes allowance for reducing the sewer charge related to a repaired leak.

RECOMMENDED MOTION: *I move to adopt Resolution 18-12 as presented.*

4K: Ag Eagle Lease Renewal

The Business Incubator lease for Ag Eagle is set to expire September 15, 2018. The request before the Commission is to extend the lease for one additional year, to expire September 15, 2019.

RECOMMENDED MOTION: *I move to approve the extension of the Business Incubator lease with Ag Eagle, with an expiration date of September 15, 2019.*

4L: Request to Change Parking Designation

For this agenda item, the Commission is asked to approve a school district request to change the parking designation on Idaho Street, south of the Junior High School. Previously, this area of Idaho Street has been designated as a No-Parking Zone. The District wishes this area to be designated as a student Loading/Unloading Zone.

RECOMMENDED MOTION: *I move to approve designating the 800 block of Idaho Street as a student loading/unloading zone.*

Neodesha, Kansas
August 8, 2018

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, August 8, 2018 with Mayor Harper presiding and Commissioners Moffatt and Johnson present.

Commissioner Johnson moved to approve the agenda with the addition of three Resolutions for the CDBG Gas Grant and consideration of a paving project. Seconded by Commissioner Moffatt. Motion carried.

Commission and Administrator Reports were heard.

Public Comments were invited and heard.

Commissioner Moffatt moved that the Consent Agenda consisting of: the minutes from the July 25, 2018 meeting; and Appropriation (2018) 13; be approved. Seconded by Commissioner Johnson. Motion carried.

This being the time and date published in the official newspaper for the hearing on the proposed 2019 budget and the 2018 tax levy, said budget and tax levy were considered. Public comments were invited and heard. Discussion was held.

Commissioner Johnson moved to approve the budget for Calendar Year 2019 as presented. Seconded by Commissioner Moffatt. Motion carried.

This being the time and date published in the official newspaper for the hearing on the proposed CDBG and USDA Grants for Gas Line Improvements, Mayor Harper opened the Public Hearing. Said grants were considered. Public comments were invited and heard. The Public Hearing was then closed.

RESOLUTION NO. 18-04

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE NATURAL GAS SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, The City of Neodesha is applying for Small Cities Community Development Block Grant funds under the Community Facility Category, as administered by the Kansas Department of Commerce; and

WHEREAS, The City of Neodesha wishes to utilize this funding for the purpose of constructing improvements to the city's natural gas system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and

WHEREAS, The City of Neodesha wishes to utilize this funding for the purpose of constructing improvements to the city's/county's natural gas system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City of Neodesha has determined that the annual operation and maintenance costs of the natural gas improvements are anticipated to be approximately \$1,392,021; and,

WHEREAS, The annual natural gas budget has been determined to be adequate to fund the operation and maintenance of the natural gas improvements,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS:

The Governing Body of the City of Neodesha, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

This Resolution shall take effect upon its adoption by the Governing Body of the City of Neodesha, Kansas.

Commissioner Moffatt moved to adopt Resolution 18-04 regarding assurance of funds for the CDBG Gas Grant Application. Seconded by Commissioner Johnson. Motion carried.

RESOLUTION NO. 18-05

RESOLUTION CERTIFYING LEGAL AUTHORITY TO APPLY FOR THE 2018 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FROM THE KANSAS DEPARTMENT OF COMMERCE AND AUTHORIZING THE MAYOR TO SIGN AND SUBMIT SUCH AN APPLICATION.

WHEREAS, The City of Neodesha is a legal governmental entity as provided by the laws of the State of Kansas; and

WHEREAS, The City of Neodesha intends to submit an application for assistance from the Community Development Block Grant Program; and

WHEREAS, The City of Neodesha wishes to utilize this funding for the purpose of constructing improvements to

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS:

(continued on next page)

THE APPLICANT hereby certifies that the City/County of Neodesha, Kansas, is a legal governmental entity under the status of the laws of the State of Kansas and thereby has the authority to apply for assistance from the Kansas Small Cities Community Development block grant program.

THE APPLICANT hereby authorizes the Mayor of Neodesha, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the Community Development Block Grant Program.

THE APPLICANT hereby dedicates \$1,766,719 in cash funds toward this project and \$0.00 in force account labor for same.

This Resolution shall take effect upon its adoption by the Governing Body of the City of Neodesha, Kansas.

Commissioner Johnson moved to adopt Resolution 18-05 certifying legal authority for the City to apply for the CDBG Gas Grant. Seconded by Commissioner Moffatt. Motion carried.

RESOLUTION NO. 18-06

Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as Amended

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate- income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate- income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

No persons will be displaced or relocated due to the construction of this project

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Neodesha on the 8th day of August, 2018.

Commissioner Moffatt moved to adopt Resolution 18-06 regarding the Anti-Displacement and Relocation policy for the CDBG Gas Grant Application. Seconded by Commissioner Johnson. Motion carried.

Meta Titel, from Jarred, Gilmore & Phillips PA presented the 2017 Audit to the Commission. Discussion was held.

Commissioner Johnson moved to accept the 2017 audit as presented. Seconded by Commissioner Moffatt. Motion carried.

Mike Billings with USDA-RD was in attendance to present the City Hall/Police Department Letter of Conditions to the Commission. Discussion was held.

Commissioner Moffatt moved to approve the USDA-RD Letter of

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Neodesha, Kansas
August 8, 2018 (cont.)

Conditions for the City Hall/Police Department Project, and authorize the Mayor to sign the paperwork. Seconded by Commissioner Johnson. Motion carried.

Terry Lyons, Wilson County Emergency Manager was in attendance to discuss emergency procedures put in place for access to disaster areas. Discussion was held. No action.

Administrator Truelove addressed the Commission regarding a proposal for a paving project. Discussion was held.

Commissioner Johnson moved to approve the quote from Jeff Hull Paving for street work in the amount of \$124,972.50. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding annexation regulations. Discussion was held. No action.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, August 22, 2018 at 2:00 p.m.

At 3:50 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Johnson. Motion carried.

ATTEST:

Terry M. Harper, Mayor

Bobby Busch, City Clerk/Finance Dir.

APPROPRIATION REPORT**ORDINANCE NO 14****8/22/2018**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	179.32	51830	8/22/2018
A T & T	PHONE CHARGES	75.56	51831	8/22/2018
APPIA COMMUNICATIONS INC	FIBER OPTIC SYSTEM	310.94	51832	8/22/2018
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	23.18	51833	8/22/2018
CARROT-TOP INDUSTRIES	FLAGS	754.83	51834	8/22/2018
CHASE PEST CONTROL LLC	CIVIC CENTER DEPOSIT REFUND	50.00	51835	8/22/2018
CLEAVER FARM & HOME	MULCH	365.14	51836	8/22/2018
CONSTELLATION NEWENERGY	JULY BILLING	72,540.00	51837	8/22/2018
CORE & MAIN	PIPE, TRACER WIRE,CLAMPS	2,585.01	51838	8/22/2018
EMG	JULY BILLING	1,014.17	51839	8/22/2018
F ALLEN MOORHEAD, JR, MD	PRE-EMPLOYMENT PHYSICAL	135.00	51840	8/22/2018
FARWEST CORROSION CONTROL CO	CABLE CONNECTIONS	51.76	51841	8/22/2018
FARWEST LINE SPECIALTIES LLC	SAFETY EQUIPMENT	1,888.00	51842	8/22/2018
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALLS	785.08	51843	8/22/2018
FREDONIA OUTDOOR EQUIPMENT	CHAINSAW	577.65	51844	8/22/2018
FREDONIA TRUE VALUE HARDWARE	ELECTRIC SUPPLIES	32.69	51845	8/22/2018
G & W FOODS	CONCESSIONS	219.40	51846	8/22/2018
GALLS LLC	HORIZONTAL STACKING SYSTEM	84.94	51847	8/22/2018
HAWKINS INC	CHEMICALS	515.84	51848	8/22/2018
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	224.85	51849	8/22/2018
JARRED, GILMORE & PHILLIPS, PA	FINAL BILLING - AUDIT	7,500.00	51850	8/22/2018
JERRY INGRAM FIRE & RESCUE	CARABINERS	79.20	51851	8/22/2018
KOONS GAS MEASUREMENT	SERVICE GAUGE	54.07	51852	8/22/2018
LITTLE BEAR TIRE	TIRES & REPAIR	435.25	51853	8/22/2018
MOHAWK LTD	CALIBRATION SERVICES, PARTS	391.75	51854	8/22/2018

NDB NEODESHA	INSURANCE INSTALLMENT 6	20,457.00	51855	8/22/2018
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	795.58	51857	8/22/2018
NEW BEGINNINGS ENTERPRISES INC	CONCESSIONS	69.31	51858	8/22/2018
JAY NEWTON	BALANCE DUE PERSONNEL SERVICES	5,000.00	51859	8/22/2018
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	3,962.00	51860	8/22/2018
PITNEY BOWES	BAL DUE POSTAGE FOR METER	65.93	51861	8/22/2018
PORTER DRUG STORE	SUPPLIES	7.46	51862	8/22/2018
PRODUCERS CO-OP ASSOCIATION	AIRPORT FUEL	2,853.42	51863	8/22/2018
PROTECTIVE EQUIPMENT TESTING LAB	EQUIPMENT TESTING	2,240.75	51864	8/22/2018
PUD LLC	WEEDKILLER	3,921.47	51865	8/22/2018
QUILL CORPORATION	CUPS, INK CARTRIDGES	238.43	51866	8/22/2018
ROMANS OUTDOOR POWER	GEAR BOX, WHEEL ASSEMBLY	1,130.22	51867	8/22/2018
RURAL WATER DISTRICT 4	AIRPORT WATER	61.83	51868	8/22/2018
SHERWIN WILLIAMS INDEPENDENCE	PAINT	179.43	51869	8/22/2018
SOUTHERN STAR CENTRAL GP INC	JULY BILLING	14,995.52	51870	8/22/2018
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	85.00	51871	8/22/2018
TBS ELECTRONICS INC	RADIO PARTS & SERVICE	871.00	51872	8/22/2018
THOMPSON BROTHERS SUPPLY INC	CYLINDER LEASE, OXYGEN	118.20	51873	8/22/2018
UNIFIRST CORPORATION	UNIFORM SERVICE	3,098.20	51874	8/22/2018
USA BLUE BOOK	COUPLERS	162.12	51875	8/22/2018
WESTERN AUTO	SUPPLIES, KEYS CUT, COOLER	228.92	51876	8/22/2018

**** PAID TOTAL ****

151,415.42

WHEREAS, *Gary Huff has been a long standing resident of the City of Neodesha; and*

WHEREAS, *Gary Huff has dedicated countless hours teaching and coaching tennis to Neodesha Youth; and*

WHEREAS, *Gary Huff has freely donated his time to care for the City's Tennis Courts; and*

WHEREAS, *the City of Neodesha wishes to honor Gary Huff for his dedication;*

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS *that through this proclamation on behalf of the City of Neodesha, and the community of Neodesha, Kansas we bestow the name "Gary Huff Courts" on the City's tennis courts. Your contribution is recognized and appreciated for the positive impact it has been on our Community.*

IN WITNESS WHEREOF, *we have hereunto set our hand and caused to be affixed the Great Seal of the City of Neodesha on this 22nd day of August in the year of our Lord two thousand eighteen.*

Ferry M. Harper
Mayor

J. D. Moffatt
Commissioner

Devin T. Johnson
Commissioner

ATTEST:

Bobby Busch, City Clerk

CITY OF NEODESHA

RESOLUTION 18-07

A RESOLUTION ADOPTING AND ESTABLISHING PERSONNEL POLICIES FOR THE CITY OF NEODESHA, KANSAS AND RESCINDING ANY PERSONNEL POLICIES THAT MAY HAVE HERETOFORE BEEN ADOPTED BY THE NEODESHA CITY COMMISSION.

WHEREAS, Kansas statutes provide that a City may exercise the powers of home rule to determine its local affairs, and the City of Neodesha, Kansas is a City of the Second Class as defined by Kansas Statute; and

WHEREAS, it is the intent of the City of Neodesha to establish personnel policies and rules in the form of a Personnel Policy Manual by the Neodesha City Commission as a policy directive to guide the City Administrator and the employees of the City of Neodesha in their duties as employees of the City consistent with the permissible exercise of home rule powers;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:

The Personnel Policy Manual for the City of Neodesha is hereby adopted effective as of the date of this resolution.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 22nd day of August, 2018.

ATTEST:

Terry M. Harper, Mayor

Bobby Busch, City Clerk

CITY OF NEODESHA

RESOLUTION 18-08

A RESOLUTION ADOPTING AND ESTABLISHING A POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA, KANSAS AND RESCINDING ANY POSITION CLASSIFICATION AND PAY PLAN THAT MAY HAVE HERETOFORE BEEN ADOPTED BY THE NEODESHA CITY COMMISSION.

WHEREAS, K.S.A. 12-101 provides that a city may exercise the powers of home rule in determination of local affairs, and the City of Neodesha is a City of the Second Class as defined by Kansas Statute; and

WHEREAS, the management of the City of Neodesha regarding personnel rules, employee classification plans, compensation and related administrative procedures and policies are a permissible exercise of home rule powers, pursuant to K.S.A. 12-101a; and

WHEREAS, the City of Neodesha Governing Body desires to adopt and establish a system of employee position classification and pay plan policies; and

WHEREAS, the City of Neodesha Governing Body believes that adopting a Position Classification and Pay Plan is in the best interest of City employees and the City itself;

THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:

The Position Classification and Pay Plan for the City of Neodesha is hereby adopted effective as of the date of this resolution, with pay grade implementation becoming effective on the employee's anniversary date, 2018.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 22nd day of August, 2018.

ATTEST:

Terry M. Harper, Mayor

Bobby Busch, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 18-09

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1318 N. 9TH, LEGAL DESCRIPTION: BLOCK 2, LOTS 63-67 AND THE SOUTH 7' OF LOT 68 AND NORTH 13' OF LOT 62, WESTLAWN ADDITION, CITY OF NEODESHA, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 22nd day of August, 2018, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 10th day of October, 2018, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1318 N. 9th may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 22nd day of August, 2018.

ATTEST:

Terry M. Harper, Mayor

Bobby Busch, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 18-10

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1324 N. 9TH, LEGAL DESCRIPTION: BLOCK 2, LOT 72 AND THE NORTH 18' OF LOT 71, WESTLAWN ADDITION, CITY OF NEODESHA, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 22nd day of August, 2018, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 10th day of October, 2018, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1324 N. 9th may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 22nd day of August, 2018.

ATTEST:

Terry M. Harper, Mayor

Bobby Busch, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 18-11

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1401 N. 2ND, LEGAL DESCRIPTION: BLOCK 3, LOTS 13-19, DEER'S SUBDIVISION, CITY OF NEODESHA, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 22nd day of August, 2018, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 10th day of October, 2018, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1401 N. 2nd may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 22nd day of August, 2018.

ATTEST:

Terry M. Harper, Mayor

Bobby Busch, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 18-12

A RESOLUTION ESTABLISHING A POLICY FOR AN ADJUSTMENT TO WATER AND SEWER CUSTOMERS BILLING FOR LEAKS IN BURIED SERVICE LINES.

WHEREAS, the City of Neodesha established a water leak policy by Resolution 16-09, dated November 23, 2016; and

WHEREAS, under certain circumstances leaks can occur in a buried service lines that may go undetected until the monthly billing is prepared; and

WHEREAS, the City Commission desires to allow an adjustment for water leaks in buried service lines that have been identified and repaired, and to make this policy available to water utility customers in good standing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS, THAT:

1. In the event of a water leak that creates a metered water loss in excess of twice the average monthly amount for a customer, the City of Neodesha may make a billing adjustment for the month in which the leak occurred.
2. The water loss must be due to a latent water line failure as opposed to neglected household plumbing. Example (leaky toilet or faucet).
3. A water utility customer may present evidence to the City Clerk that a leak in the buried service line has occurred and has been repaired. The evidence shall be by either documentation from the Public Works Director or a receipt or invoice from a licensed plumber.
4. The City Clerk shall confirm with the licensed plumber or Public Works Director that the leak occurred in the customer's buried service line and has been repaired.
5. An average of the previous twelve months usage will be calculated for billing purposes.
6. The total excess water usage will be calculated, minus the normal usage. One-half of the excess water may be adjusted from the customer's billing.
7. In events of a water leak for Commercial or Industrial customers the City will adjust the sewer charges in the same manner.
8. Only one month's water billing will be adjusted in a twelve-month period.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 22nd day of August, 2018.

ATTEST:

Terry M. Harper, Mayor

Bobby Busch, City Clerk

INCUBATOR BUILDING LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 28th day of August, 2015 by and between the CITY OF NEODESHA, KANSAS, a municipal corporation, located in Wilson County, Kansas, hereinafter called "Lessor"; and Ag Eagle, hereinafter called "Lessee".

RECITALS

1. Lessor is the sole owner of the premises described below and desires to lease a proportion of the premises to Lessee.
2. Lessee desires to lease a proportion of the premises for the purposes of conducting a light manufacturing business.
3. The parties desire to enter into a written lease agreement to define their 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. **Leased Premises.** Lessor hereby leases the City's Incubator Building located at 117 S. 4th, Neodesha, Kansas ("Incubator"). The space to be occupied or used by Lessee is hereinafter referred to as the "leased premises" and is described on the plat attached hereto.
2. **Term and Rent.** Lessor lets and demises the leased premises for a term of five (5) years commencing August 15, 2013, and terminating on September 15, 2018, for rental payable on the first day of each month for that month's rental during the term of this lease. All rental payments shall be made to Lessor and mailed or delivered to the City Clerk, P O Box 336, Neodesha, Kansas 66757. The first year shall be rent free. The monthly rent for the second year shall be \$100, third year \$200, fourth year \$300 and the fifth year \$400. At the end of the term, this Lease Agreement shall expire unless additional time is approved in writing by the City Commission. Lessee may terminate this lease at any time with sixty (60) days notice to Lessor. Lessor may terminate this lease at any time with ninety (90) days notice to Lessee, in addition to the grounds of Default listed in numbered paragraph 10 hereof.
3. **Repairs and Alterations by Lessor.** Lessor shall at all times have the right to make such alterations, repairs, or improvements on the leased premises as Lessor shall deem fit and proper without any liability to Lessee therefor in any event or for any cause. Lessee shall not improve or alter the leased premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit written plans and designs therefor to Lessor for Lessor's approval. In the event the plans are disapproved such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the leased premises by Lessee upon expiration or sooner termination of this lease shall belong to Lessor without compensation to Lessee.

4. **Repairs and Alterations of Lessee.** Lessee shall at all times during the lease and at Lessee's own cost and expense repair, replace, and maintain in a good, safe and substantial condition the interior of the leased premises and any improvements, additions, and alterations thereto 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 or better condition as on the initial date of this lease agreement, reasonable wear and tear excepted and shall be liable to Lessor for any damages. Lessor shall be responsible for maintenance and repair of the exterior roof and walls, heating and air condition system, plumbing and common areas of the Incubator and leased premises. Lessee shall give Lessor notice of any failure to perform such maintenance and repair obligation and Lessor shall have 30 days to remedy any such problem. Lessee shall be responsible to Lessor for any damages caused to the Incubator by the acts or omissions of Lessee or any invitee of Lessee.
5. **Taxes.** Lessor shall be responsible for payment of all ad valorem taxes assessed against the real property, if any, comprising the leased premises and Lessee shall be responsible to pay for all ad valorem taxes relating to personal property placed on or in the leased premises by Lessee.
6. **Utilities.** Lessee shall be responsible for all utilities for the leased premises.
7. **Liability Insurance.** Lessor shall acquire and maintain at Lessor's own expense a fire and casualty policy on the building. 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 \$1,000,000 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 prior notice to Lessor.
8. **Use of Leased Premises.** 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's use and occupancy of the leased premises will comply with all Federal, State and Local laws.
9. **Indemnification.** Lessee shall indemnify and hold Lessor harmless against all expenses, liabilities, and claims of any kind whatsoever including reasonable attorney fees, 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 injury or damage happening on or about the leased premises, failure to comply with any law of any government authority, or mechanics lien or security interest filed against the leased premises or equipment, materials or alterations of buildings or improvements thereon. Lessor shall indemnify and hold Lessee harmless against all

expenses, liabilities, and claims of any kind whatsoever including reasonable attorney fees, by or on behalf of any person or entity arising out of failure of Lessor to perform any of the terms or conditions of this lease, any injury or damage happening on or about the leased premises, failure to comply with any law of any government authority, or mechanics lien or security interest filed against the leased premises or equipment, materials or alterations of buildings or improvements thereon.

10. **Default.** 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 and shall not make the payment within ten days after written notice thereof by Lessor to Lessee.
- c. Lessee shall fail to perform or comply with any of the terms or conditions of this lease and such non-performance shall continue for a period of ten (10) days after written notice thereof by Lessor to Lessee.

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

- d. 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 ten (10) days written notice of Lessor's intent to effect such termination.
 - e. Lessee may re-enter the leased premises and may relet the same and any part thereof for any term, without terminating the lease, at the rent and on the terms Lessor may chose. 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 limited to all expenses of reletting, all expenses for necessary alterations and repairs for a new tenant, 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.
11. **Partial Destruction.** In the event of a partial destruction of the premises during the term of this lease, Lessor shall forthwith repair the same provided that the repairs can be made within sixty days. Any partial destruction shall neither annul nor void this lease except Lessee shall be entitled to a proportionate reduction of rent while repairs are being made based on the extent the repairs shall interfere with the business carried on by Lessee. If the repairs cannot be made within the sixty day period, Lessor may at Lessor's option make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately abated as previously set forth. In the event Lessor does not elect to make repairs that cannot be made in such specified time this lease may be terminated at the option of either Lessor or Lessee and such a termination shall act as a mutual release by Lessor and Lessee of any further rights under this lease.

12. **Subordination to Mortgage.** This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter effect the leased premises or any part thereof and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to Lessor without expense to Lessee any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages.
13. **Inspection.** Lessee shall permit Lessor or Lessor's agent to enter the leased premises at all reasonable hours to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease and also to show the premises to prospective buyers or renters.
14. **Possession.** Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the leased 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.
15. **Warranties Disclaimed.** At the commencement of the term of this lease, Lessee shall accept the leased premises and any improvements therein in their existing condition and state of repair and Lessee 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.
16. **Parking.** Lessee and Lessee's business invitees shall have access to use of the parking lot owned in conjunction with the leased premises provided such usage shall be on a first come-first served basis.
17. **Compliance with Law.** Lessee's use of the leased premises and conduct of Lessee's business shall be done in compliance with applicable federal, state and local law. Lessee agrees that in Lessee's employment and business activities that it will not discriminate against any one based on race, color, national origin, religion, sex, marital status, age, or physical or mental handicap.
18. **Signs.** Lessee shall place no signs on the leased premises without Lessor's written consent.
19. **Assignment and Subleasing.** 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.
20. **Non-Smoking Building.** The Lessee acknowledges that this is a non-smoking building and no smoking will be allowed on the leased premises.
21. **Surrender at Termination.** 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.

22. **Entire Agreement.** 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.

23. **Time is of the Essence.** Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed the day and year first herein stated.

Landlord:
CITY OF NEODESHA, KANSAS

Tenant:

/s/Terry M. Harper
Terry M. Harper, Mayor

/s/Brett Chilcott
Brett Chilcott

ATTEST:

Brett Chilcott
(Printed Name and Title)

/s/Bobby Busch
Bobby Busch, City Clerk

A M E N D M E N T

Per the provisions set out in Section 2 Term and Rent, and Section 22 Entire Agreement, of the original Incubator Building Lease Agreement between the parties dated August 28, 2015, the below signed parties wish to extend the Term for an additional year.

The new expiration date will be September 15, 2019. The monthly rent shall be \$500.

All other terms of the original agreement shall remain in full force and effect.

CITY OF NEODESHA:

TENANT:

Terry M. Harper, Mayor

Brett Chilcott

Date

Date

ATTEST

WITNESSED

Bobby Busch, City Clerk
