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 22 and September 7, 2018 Commission minutes
- Appropriation (2018) 15
- Raw Water Bond Project Appropriation 44

Item 4: Business Items to Consider

A. Sr. Citizens By-laws Amended
B. HACH Service Agreement
C. George K. Baum Underwriting Memorandum of Understanding
D. Appoint Voting Delegates for League Conference
E. Transformer Quote
F. Accept Resignation due to Retirement

Item 5: Date/Time of Next Regular Meeting

- Wednesday, September 26, 2018, 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session:

Item 7: Adjournment
AGENDA COMMENTS
CITY COMMISSION MEETING
September 12, 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 Sr. Citizens By-laws Amended

Staff has received a request from the Senior Citizens Board to amend their By-laws. Mr. Jim Jackson will be present to brief the Commission.

RECOMMENDED MOTION: *I move to approve the amended By-laws for the Senior Citizens Board as presented.*

4.B HACH Service Agreement

Staff will brief the Commission on a proposed renewal of our HACH company service agreement for the Water Treatment Plant. The renewal amount for the 2018 service contract is $7,336, an increase of $470 over the 2017 service contract.

RECOMMENDED MOTION: *I move to approve the renewal of the service agreement with HACH Service Plus in an amount not to exceed $7,336.*

4.C George K. Baum Underwriting Memorandum of Understanding

As we pursue funding for the water/sewer projects, we are in frequent contact with Mr. Dave Arteberry, George K. Baum & Company. We have received a Memorandum of Understanding from Dave that needs to be executed by the Commission, to allow for George K. Baum & Company to serve as the underwriter for our bond services.

RECOMMENDED MOTION: *I move to approve the Memorandum of Understanding with George K. Baum & Company for bond underwriting services.*

4.D Appoint Voting Delegate for League Conference

The Commission is asked to appoint the City Clerk/Finance Director (Bobby Busch), as a voting delegate for the League conference, to be held October 6-8, 2018.

RECOMMENDED MOTION: *I move to appoint the City Clerk/Finance Director as a voting delegate for the 2018 League of Municipalities Conference.*
4.E Transformer Quote

The Commission is asked to approve a quote from the Solomon Corporation, for the purchase of transformers for the Electric Department, in the amount of $10,750. In the event of additional fees (such as unknown sales tax, etc.), Staff is asking the Commission for spending authority not to exceed $13,000.

RECOMMENDED MOTION: *I move to approve the purchase of transformers from the Solomon Corporation in an amount not to exceed $13,000.*

4.F Accept Resignation due to Retirement

Darrell Clark, Assistant Public Works Director, has announced his retirement, effective September 14, 2018, which will be his last work day. Darrell’s knowledge, skills and abilities, as well as his work ethic, will be hard to replace.

RECOMMENDED MOTION: *I move to accept the retirement request from Darrell Clark, Assistant Public Works Director, effective September 14, 2018.*
Neodesha, Kansas
August 22, 2018

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, August 22, 2018 with Mayor Harper presiding and Commissioners Moffatt and Johnson present.

Commissioner Moffatt moved to approve the agenda as presented. Seconded by Commissioner Johnson. Motion carried.

Commission and Administrator Reports were heard.

Public Comments were invited and heard.

Commissioner Johnson moved that the Consent Agenda consisting of: the minutes from the August 8, 2018 meeting; and Appropriation (2018) 14; be approved. Seconded by Commissioner Moffatt. Motion carried.

Mayor Harper read a proclamation naming the City’s tennis courts the “Gary Huff Tennis Courts” and presented Mr. Huff with a framed signed and sealed copy of the proclamation.

This being the time and date to continue the hearing on the dangerous structures located at 203 and 211 Main Street, the hearing was open. Comments were invited and heard. Then the hearing was closed.

Commissioner Moffatt moved to close out the abatement process for 203 and 211 Main Street. Seconded by Commissioner Johnson. Motion carried.

Lisa Sisely and Shawn Dryden from New Boston Creative addressed the Commission regarding the launch of the City’s new website, new logo and marketing strategies. Discussion was held.

Commissioner Johnson moved to approve the formal launch of the City’s new webpage, City logo, and strategic marketing plan. Seconded by Commissioner Moffatt. Motion carried.

Beth Warren with Ranson/CityCode was in attendance to present the Water and Sewer Rate Study. Discussion was held.

Commissioner Moffatt moved to table this issue to a future Commission meeting. Seconded by Commissioner Johnson. Motion carried.

Jay Newton addressed the Commission regarding the new proposed Personnel Policy Manual and Position Classification - Pay Plan. Discussion was held.

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 dated August 22, 2018 is hereby adopted effective as of the date of this resolution.

Commissioner Johnson moved to adopt Resolution 18-07, establishing the Personnel Policy Manual dated August 22, 2018 for the City of Neodesha. Seconded by Commissioner Moffatt. Motion carried.

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; (continued on next page)
THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:
The Position Classification and Pay Plan for the City of Neodesha dated August 22, 2018 is hereby adopted effective
as of the date of this resolution, with pay grade implementation becoming effective on the employee’s anniversary
date, 2018.

Commissioner Moffatt moved to adopt Resolution 18-08, establishing the Position Classification and Pay
Plan dated August 22, 2018 for the City of Neodesha. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding a Dangerous Structure at 1318 N. 9th. Discussion was held.

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 OCCUPIANTS 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.

Commissioner Johnson moved to adopt Resolution 18-09 setting a public hearing for October 10, 2018 as
presented. Seconded by Commissioner Moffatt. Motion carried.

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 OCCUPIANTS 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.

Commissioner Moffatt moved to adopt Resolution 18-10 setting a public hearing for October 10, 2018 as
presented. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding a Dangerous Structure at 1401 N. 2nd.
Discussion was held.

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

(continued on next page)
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.

Commissioner Johnson moved to adopt Resolution 18-10 setting a public hearing for October 10, 2018 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding some changes to be made to the City’s Water Leak policy. Discussion was held.

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.

Commissioner Moffatt moved to adopt Resolution 18-12 regarding the City’s Water Leak Policy as presented. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding an amendment to the Ag Eagle Lease. Discussion was held.

Commissioner Johnson moved to approve the extension of the Business Incubator lease with Ag Eagle, with an expiration date of September 15, 2019. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a request to (continued on next page)
change the parking designation in front of the High School. Discussion was held.

Commissioner Moffatt moved to approve designating the West curb on the 1000 block of N. 8th St. as a loading and unloading zone only. Seconded by Commissioner Johnson. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, September 12, 2018 at 2:00 p.m.

At 4:50 p.m. Commissioner Johnson moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:  

______________________________  
Terry M. Harper, Mayor

______________________________  
Bobby Busch, City Clerk/Finance Dir.
SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
September 6, 2018

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Friday, September 7, 2018 at 1:00 p.m. at City Hall for the following purposes:

2. Resolution: Adopting Revised Classification & Pay Plan
3. Resolution: Dangerous Structures 1318 N. 9th
4. Resolution: Dangerous Structures 1324 N. 9th

The Board of Commissioners met in a Special Call session at 1:00 p.m. on Friday, September 7, 2018 with Mayor Harper presiding and Commissioners Moffatt and Johnson in attendance.

RESOLUTION 18-13
A RESOLUTION ADOPTING AND ESTABLISHING PERSONNEL POLICIES FOR THE CITY OF NEODESHA, KANSAS AND REPEALING RESOLUTION 18-07 AND ANY OTHER PERSONNEL POLICIES THAT MAY HAVE BEEN ADOPTED BY THE 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 dated September 7, 2018 is hereby adopted effective as of the date of this resolution.
BE IT FURTHER RESOLVED that Resolution 18-07 and any other prior personnel policies are hereby repealed.
Commissioner Moffatt moved to adopt Resolution 18-13 revising the Personnel Policy Manual dated September 7, 2018 for the City of Neodesha. Seconded by Commissioner Johnson. Motion carried.

RESOLUTION 18-14
A RESOLUTION ADOPTING AND ESTABLISHING A POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA, KANSAS AND REPEALING RESOLUTION 18-08 AND ANY OTHER 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 dated September 7, 2018 is hereby adopted effective as of the date of this resolution, with pay grade implementation being effective starting on the September 2, 2018 pay period.
BE IT FURTHER RESOLVED that Resolution 18-08 and any other prior personnel policies are hereby repealed.
Commissioner Johnson moved to adopt Resolution 18-14 revising the Position Classification and Pay Plan dated September 7, 2018 for the City of Neodesha. Seconded by Commissioner Moffatt. Motion carried.

(continued on next page)
RESOLUTION NO. 18-15
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; AND REPEALING
RESOLUTION 18-09.
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 24th 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.
BE IT FURTHER RESOLVED that prior Resolution 18-09 is hereby repealed, voided and of no force or effect.
Commissioner Moffatt moved to adopt Resolution 18-15 setting a public hearing for October 24, 2018 as
presented. Seconded by Commissioner Johnson. Motion carried.

RESOLUTION NO. 18-16
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, N 8' OF LOT 68 AND ALL OF LOTS 69
AND 70, AND THE S 7' 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; AND REPEALING
RESOLUTION 18-10.
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 24th 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.
Commissioner Johnson moved to adopt Resolution 18-16 setting a public hearing for October 24, 2018 as
presented. Seconded by Commissioner Moffatt. Motion carried.

Meeting adjourned.

ATTEST:

_________________________________________________________________________

Terry M. Harper, Mayor

_________________________________________________________________________

Bobby Busch, City Clerk
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**** PAID  TOTAL *****  405,271.84
RAW WATER PROJECT BOND
APPROPRIATION 44
SEPTEMBER 12, 2018

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GRAND TOTAL 1,300.00

Approved the day above written.

__________________________
Terry M. Harper, Mayor

Attest

__________________________
Bobby Busch, City Clerk
NEODESHA SENIOR CITIZENS CENTER  
422 MAIN  NEODESHA, KANSAS 66757  

BY LAWS  
(Amended 8/8/2018)  

ARTICLE I  
Organization  

The Neodesha Senior Citizens Center will be administered by the Board of Directors. Normally the program activities will take place within the facility at 422 Main, Neodesha. However, field trips and other activities approved by the Board of Directors may be offered outside the Center.  

ARTICLE II  
Membership Participation and Fees  

Persons participating in the Center’s activities should be 55 years of age or older or be a guest of the facility. Annual fees shall be set by the Board and approved by a vote of the quorum present. The annual membership fee must be paid in order for the member to remain in good standing and participate in any activities.  

ARTICLE III  
Board of Directors  

Section 1  
The Board of Directors shall be the official governing body for the Neodesha Senior Citizens Center. They will act as agents for the organization in all its business affairs, including contractual obligations and personnel matters.  

Section 2  
The Board of Directors shall be composed of seven (7) members. Members shall serve three (3) year terms, effective January 1 through December 31.  

All Board members should be 55 years of age or older at the time of the election and must remain in good standing as specified in Article II to be eligible to continue serving on the Board. The Commission may, however, appoint someone not yet 55 years of age from the Business Community if they so desire.  

Section 3  
Each year the Board of Directors shall elect from among themselves the following officers: President, Secretary and Treasurer. The President and Secretary shall serve three (3) year terms and the Treasurer shall serve a two (2) year term.
Section 4
Regular attendance is important for the efficient conduct of business by the Board. The Board may, by majority consensus, recommend termination to the Neodesha City Commission for any member who misses three (3) consecutive meetings or four (4) meetings in a calendar year.

Section 5
In the event of vacancies, the Board of Directors shall recommend a replacement to the City Clerk and the City Commission shall confirm or deny appointment for the interim vacancy on the Board.

ARTICLE IV
Board Meetings

Section 1
In addition to the annual meeting in January, board meetings shall be held the first Wednesday of the month at 9:00 a.m. If a special meeting is needed, notice will be posted in a common location at the Center three (3) days in advance.

Section 2
Quorum shall be four (4) Board members. A majority of the quorum present is needed to affirm or dismiss any proposed action.

Section 3
Board meetings will be open to the public, however the Board may adjourn to a closed session to discuss personnel or for other approved purposes as set forth by the Kansas Open Meetings Act.

Section 4
All meetings will be conducted in accordance with Robert’s Rules of Order. Officer reports shall be submitted in writing in order that the meeting can be conducted without interruptions.

Section 5
A written agenda shall be prepared prior to each Board meeting and shall be amended and accepted by the Board as necessary.

Section 6
The President shall preside over all meetings of the Board and will serve as its official spokesperson. The President will perform such other duties that are ordinarily assigned to that office.

Section 7
The Secretary shall keep a record of each meeting, prepare written minutes, and submit these for approval by the Board. A copy of the approved minutes shall be submitted to the City Clerk. He/she will also prepare written communications involving activities both within and
outside the Center. (e.g. – Posting of notices, writing letters, etc.)

Section 8
The Treasurer will assume responsibility for all funds both received and disbursed. Receipts and disbursements of all funds will be fully documented, using appropriate accounting procedures. Checks shall be prepared by persons independent of those who initiate or approve expenditures. All checks must be signed by two authorized signers. Monthly written financial reports will be presented to the Board and filed with a final financial report presented the first meeting of the new year.

Section 9
All financial records and Secretary’s minutes shall be housed at the Senior Center.

ARTICLE V
Use of Ancillary Personnel

Section 1
The Board of Directors may appoint other persons to assist in the overall program of the Center. Appointments will require four (4) affirmative votes of the Board.

ARTICLE VI
Use of the Center

Section 1
The Board of Directors or designated personnel shall initiate and/or sponsor various social, cultural and educational activities designed to address the interests and needs of participating seniors.

Section 2
Under guidelines formulated by the Board of Directors the meeting facilities at the Center may be made available for use by other not-for-profit groups, with preference given to Seniors groups. The Board may also rent out the facility at a fee they deem appropriate and according to such guidelines as they set forth. A written contract for each event will be required.

Section 3
The Center will normally be available for use from 9:00 a.m. to 12:00 p.m. on weekdays. The Center may also be available during the evening hours and on weekends at the discretion of the Board of Directors.

Section 4
Guidelines for the use of the Center’s facilities will be posted in a common place at the Center, and included in each contract negotiated with outside groups using the Center.
ARTICLE VII
Amendments to the Bylaws

Notification of the intent to amend the Bylaws will be posted at least ten (10) days in advance of the Board meeting. Four (4) affirmative votes of the Board will be required to pass the amendments. Upon approval by the Board, the amended bylaws shall be presented to the City Commission for adoption.

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<th>Treasurer</th>
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**HACH SERVICE PARTNERSHIP QUOTATION**

**Partnership Number:** HACH520354  
**WebSite:** www.hach.com

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**

---

**Partnership Number:** HACH520354  
**Version:** 0.22

**Quotation Date:** 30-AUG-18  
**Expiration Date:** 26-SEP-18

**Hach Company Contact:** Ballard, Brent Allen  
**Service Partnership Phone:**

**Customer Ref:** Renewal Quote  
**Customer Phone:** 3252750

**Customer Fax:**

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**Ship-To**  
Account # 124018

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**Address2:**

**Customer City, State, PostalCode, Province/Country:** NEODESHA-KS-66757 US

**Payment Terms:** Net 30  
**Billing Method:** Annual-Invoices on START Date  
**Currency:** USD

**Payment Terms:** Net 30  
**Billing Method:** Annual-Invoices on START Date  
**Currency:** USD

---

**Remittance**  
2207 Collections Center Dr  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

**Credit Card**  
**Customer Contact:** BAIR, JAY  
**Customer Email:** jbair@ci.neodesha.ks.us

---

**Location**  
**City, State, PostalCode, Province/Country:** NEODESHA-KS-66757 US

---

**Service Partnership**  
**Customer Name:** CITY OF NEODESHA  
**Address1:** 1407 N 8TH ST  
**Address2:**

**Customer City, State, PostalCode, Province/Country:** NEODESHA-KS-66757 US

---

**Service Partnership**  
**Customer Name:** CITY OF NEODESHA  
**Address1:** 1407 N 8TH ST  
**Address2:**

**Customer City, State, PostalCode, Province/Country:** NEODESHA-KS-66757 US
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**Wire Transfers**

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 026009593
HACH SERVICE PARTNERSHIP QUOTATION

Headquarters
P.O. Box 505
Loveland, CO 80539-0589

Purchase Orders

WebSite: www.hach.com

Renaissance
2207 Collections Center Dr
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St
Chicago, IL 60604
Account: 876402385
Routing (ABA): 026009534

5. PAYMENTS:
All payments must be made in U.S. dollars. For Interlock orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of invoice without regard to delays for rejections or transportation, with payment to be made by check or wire transfer to the account stated on the Hach invoice, or to customers with an established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, (a) declare Buyer's performance in breach and terminate the Contract, or (b) without further shipments until disturbance payments are made; (c) deliver future shipments on a cash-in-advance basis even after the disturbance is cured; (d) charge interest on the disbursement at a rate of 1½% per month or the maximum rate permitted by law, if lower, for any part of the disturbance in payment that is applicable arises during any period (b) above; (e) repossess the Products for which payment has not been made; (f) retain all interest of defects including reasonable incidental expenses, (g) remove any and all materials used under this for any other use, whether patented or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates, shall Buyer's lawsuit responsibility become unsatisfactory to Hach, the reasonable, 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These Terms & Conditions of Buyer at any time, whether or not such terms or conditions specifically Buyer has minimum any Federal. State or claims The construction, interpretation and None of contained herein, or the waiver of any breach of the terms or 19. each is excused from performance of its conduct, disobedience or acts of MAJEURE: any government official, government employee, or employee of any company owned in part by a government, political limited activities Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government of such government employees, or employees of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or allegiance to retention, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract, such acts Buyer is "Speak Out!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to the Contract. See http://www.hach.com/display and compliance and www.danihercompliance.com for a copy of the SOC or for access to our Hotline portal.

17. FORCE MAJEURE: Hach is excused from performance of its obligations under the Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or losses of export, delivery or refusal to grant an export or import license or the extinguishment or revocation thereof, or any other acts of any Government, free, body, severe weather conditions, or any other acts of God; guarantees: Non-intensive; Non-intensive; civil disobedience or acts of violence or terrorism; war; war-related shortages or delays in deliveries to Hach by third parties; in the event of the existence of any war, inequity circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force inequity circumstances extend for six months, Hach may, at its option, terminate the Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interest hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercised anything right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as a waiver of any terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, indirect, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Product purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity, loss of sales, losses resulting from or related to downtime of the products or inaccurate measurements or reporting, the cost of substitute products or utilities of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance of any performance hereunder or their obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstances exceed the aggregate sum which is twice the amount actually paid to Hach for Products involved hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction over this transaction, or is illegal for any reason, said provision shall be nullified without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute arising out of the Contract which is not resolved by the parties shall be adjudicated in accordance with the laws of the State of Colorado, U.S.A. by Buyer has minimum contacts with the State of Colorado, U.S.A., no modification or assignment of this Contract without Hach's prior written consent. In any such event, all notices and other communications hereunder shall be given in writing to Buyer at the address set forth above, or to Buyer at such other address as Buyer shall designate from time to time.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Buyer unless in a written instrument specifically referencing it as such and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or condition materially alter the Terms & Conditions hereunder and irrespective of Hach's acceptance of Buyer's order for the described goods and services.
NON-BINDING UNDERWRITER MEMORANDUM OF UNDERSTANDING

This Non-Binding Underwriter Memorandum of Understanding ("MOU") is entered into this 12th day of Sept., 2018, by and between the City of Neodesha, Kansas ("Issuer"), and George K. Baum & Company, located at 4801 Main Street, Kansas City, Missouri 64112 ("GKB").

PURPOSE: For a specific purpose of providing in 2018 additional construction period funding for improvements to the City’s municipal water and sewer system (the “Project”), which the parties anticipate may result in a particular issuance of bonds, notes, refunding bonds and the use of other financial instruments (the “Transaction”), the Issuer deems it in its best interest to preliminarily engage and designate GKB, a qualified investment banking firm, as an underwriter for the Transaction, to provide the Issuer with underwriting and related services, including but not limited to: (a) advice concerning the structure, timing, and terms of bonds and other financial instruments for or related to the Transaction; and (b) if requested by the Issuer, assistance in obtaining credit enhancement and bond ratings; and (c) preparation of supporting data to allow the Issuer to issue such bonds and other financial instruments at the lowest practicable interest rate whether debt is offered to the public market, through a private placement or placed with State agencies. It is understood and agreed that: (1) this engagement is preliminary in nature and the Issuer intends or reasonably expects to engage GKB as the underwriter for the Transaction; (2) this MOU is subject to, and expressly conditioned upon, certain future events, actions or decisions, such as formal approval of the selection of the underwriter by the Issuer’s governing body and/or the finalizing the structure of the Transaction; and (3) this MOU is preliminary and nonbinding and can be terminated by either party at any time by written notice to the other party.

SPECIFIC PROVISIONS: The provisions of the above “Purpose” section shall be material to this MOU.

1. GKB shall provide the Issuer with investment banking services for and related to the Transaction, including the analysis of cost factors relative to the underwriting or private placement of bonds and other instruments relative to the financing of the Project.

2. It is expressly understood and agreed that this MOU is not under any circumstances to be construed as requiring GKB to perform services which may constitute the practice of law. GKB is preliminarily engaged and designated in an expert financial capacity only.

3. It is expressly understood and agreed that, under this MOU, GKB is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer. GKB is preliminarily engaged and designated by Issuer to act as a principal in a commercial, arm’s length transaction as the Issuer’s underwriter for the Transaction. As such, GKB has financial and other interests that differ from those of the Issuer.

4. It is expressly understood and agreed that this MOU is preliminary and non-binding on the Issuer and may be terminated by the Issuer without penalty or liability for any costs incurred by GKB. If the Issuer in its sole discretion decides to proceed with the Transaction, the parties will negotiate and execute a separate binding underwriter engagement agreement.

IN WITNESS WHEREOF, the parties here have executed this MOU as of the day and year first above written.

AGREED TO AND ACCEPTED:

GEORGE K. BAUM & COMPANY

By: 
Title: Senior Vice President

CITY OF NEODESHA, KANSAS

By: 
Title: Terry M. Harper, Mayor

GKB Project Code: -------

GKB 2018-04-02
The Municipal Securities Rulemaking Board ("MSRB") issued an interpretive notice (Notice) relating to Rule G-17, effective August 2, 2012. The Notice requires that Underwriters must provide certain additional disclosures to Issuers of municipal securities as part of the dealer's fair dealing obligations under Rule G-17 when acting as an Underwriter for a negotiated underwriting of an Issuer's new issue of municipal securities.

George K. Baum & Company's Role as Underwriter
(1) MSRB Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors.
(2) One of the Underwriter's primary roles will be to purchase bond issues with a view to distribution in an arm's-length commercial transaction with the Issuer, and the Underwriter has and will have financial and other interests that differ from the Issuer's interests.
(3) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws. The Underwriter, therefore, is not required by federal law to act in the Issuer's best interests without regard to the Underwriter's own financial or other interests.
(4) The Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell bond issues to investors at prices that are fair and reasonable.
(5) For the Issuer's bond issues that the Underwriter underwrites, the Underwriter will review the Issuer's official statement, in accordance with, and as part of, the Underwriter's responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.
The Underwriter also must not recommend that the Issuer not retain a municipal advisor.

The Underwriter's Compensation
The Underwriter's compensation for serving as the underwriter for the Issuer's bond issuances will be contingent on the closing of the transaction and at least a portion of that compensation will be based on the size of the bond issue. The rules of the MSRB require the Underwriter to inform the Issuer that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Bond Issuances Present Risks to the Issuer
As with any bond issue, the Issuer's obligation to pay principal and interest will be a contractual obligation that will require the Issuer to make these payments no matter what budget constraints the Issuer encounters. Furthermore, to the extent that the Issuer agrees in a bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain the Issuer's ability to operate and to issue additional debt, and if the Issuer does not comply with these covenants, they can result in a default under a bond issue. Depending on the terms of a bond issue, if the Issuer fails to make a payment of principal or interest or if the Issuer otherwise fails to comply with its covenants under the bond issue, the trustee may have the right to accelerate all of the payment of principal on the bond issue, which means that the Issuer may be required to pay all of the principal of the bond issue at that time.

George K. Baum & Company will provide additional disclosures to the Issuer from time to time, as may be required by the provisions of MSRB Rule G-17.

George K. Baum & Company
Issuance

Printed Name

Signature

Senior Vice President

Title

Date

RECEIPT ACKNOWLEDGED BY THE ISSUER

City of Neodesha, Kansas

Date: Sept. 12, 2018

Printed Name of Authorized Person: Terry M. Harper

Signature of Authorized Person: 

Date

GKB 2018-04-02
August 1, 2018

Dear City Clerks, City Managers, or City Administrators:

Save the date for October 6-8, 2018 in Topeka for the League’s Annual Conference: Ideas Worth Exploring. This event will provide you the resources needed to be knowledgeable and skilled in your local government role, offer opportunities to expand your knowledge of local government issues as well as engage with other leaders to share and brainstorm ideas to implement in your community, and engage the audience to think creatively and use problem-solving tactics to address common municipal challenges. More information is in the July issue of the Kansas Government Journal.

The annual business meeting and policy session of city voting delegates will be held on Monday afternoon, October 8th, at the conference in Topeka.

I am writing to request your governing body register their League voting delegates. K.S.A. Supp. 12-1601f provides that “The governing body of each member city may elect city delegates from among the city’s officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.”

Article 2, Section 2 of the League Bylaws states “When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified.”

Article 4, Section 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

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</table>
Each member city must file new registration forms with the League of Kansas Municipalities every year.

On the attached forms please print the information required for each delegate and circle whether the person is a voting delegate or alternate delegate and which delegate number they represent. The League must have a form on file for each voting delegate and each alternate delegate in order for their vote to count during the business meeting. The City may register any number of delegates up to the maximum number allowed per the Bylaws. You may send the forms via email to intern@lkm.org; or FAX to 785-354-4186. Please send forms by Friday, September 21st, to the attention of Davianna Humble. Forms received after this date may not be processed.

As always, I thank you for your support and look forward to seeing you in Topeka in October!

Sincerely,

Erik A. Sartorius
Executive Director

Enclosures
To: Brandon Hearn  
Neodesha Light & Power  
Neodesha, Kansas 66757  
United States  

From: Reed Hammond  
+1 7855775475  
rhammond@solomoncorp.com  

Quote: Q-08007  
Date: 9/5/2018

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>EACH (USD)</th>
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<td>LV: 120/240</td>
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<td>Secondary Bushings: 3) Sidewall Mount - Eyebolts</td>
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<td>Frequency: 60 Hertz</td>
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<td>Non-PCB Mineral Oil</td>
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<tr>
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<td>Dual Voltage Switch</td>
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</table>

Completely Reconditioned to Nameplate Specifications  
Shipment: 2-3 Weeks  

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Warranty: 3 Years
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Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE Standards.
Notify Solomon Corporation at time of quotation should the unit(s) be subject to harmonics, motor starting, shovel duty, or other special service conditions.