

# Agenda

City Commission of the City of Neodesha, KS

February 27, 2019 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 February 13, 2019 Commission minutes
- Appropriation (2019) 03

## Item 4: Business Items to Consider

- A. USD 461 City Clean Up Day: Nathan West, Principal NHS
- B. CDBG Gas Grant Contract: Rose Mary Saunders, Ranson Financial
- C. Solar Presentation: Scott Shreve and Westar
- D. Ordinance: Juvenile Curfew
- E. Ordinance: Park Rules
- F. Ordinance: Public Sale or Consumption of Alcohol or CMB
- G. Memorandum of Understanding: George K. Baum, Co.
- H. Approve Wilson County Ambulance Service Agreement
- I. Approve Wilson County Landfill Agreement
- J. Approve Purchase of Parks Truck
- K. Approve Purchase of Ambulance Computers
- L. Request for Fireworks Display

## Item 5: Date/Time of Next Regular Meeting

- Wednesday, February 27, 2019, 2:00 p.m. – Regular Meeting, City Hall

## Item 6: Executive Session: Non-Elected Personnel

## Item 7: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**February 27, 2019**

**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 USD 461 City Clean Up Day: Nathan West, Principal NHS**

Mr. Nathan West, Neodesha H.S. Principal, has asked for the opportunity to speak with the Commission regarding the spring clean-up project.

**RECOMMENDED MOTION:** *N/A*

**4.B CDBG Gas Grant Contract: Rose Mary Saunders, Ranson Financial**

The City of Neodesha has been awarded a \$600,000 CDBG grant for our gas line project. Staff attended a mandatory workshop with the Kansas Dept. of Commerce, and received our required contract paperwork. Receipt of the grant is, of course, conditioned on our signing the contract. Rose Mary Saunders, Ranson Financial Consultants, will be in attendance to answer any questions.

**RECOMMENDED MOTION:** *I move to approve the contract with the Kansas Department of Commerce for receipt of the CDBG grant for the gas line project.*

**4.C Solar Presentation: Scott Shreve and Westar**

Our energy consultant, Mr. Scott Shreve, EMG Consultants, will attend the Commission meeting to brief the Commission on a potential solar energy project for the City of Neodesha. Scott will be accompanied by Mr. David Shupe, Westar Energy. Recently, Mr. Shreve, in partnership with Westar Energy, was able to assist Baldwin City with the placement of a solar farm with their City.

**RECOMMENDED MOTION:** *N/A*

**4.D Ordinance: Juvenile Curfew**

The Commission is asked to approve Ordinance 1715, modifying the City's juvenile curfew restrictions. The current Ordinance restricts unauthorized juvenile activities for those under the age of 16. This modified Ordinance would restrict unauthorized juvenile activities for juveniles under the age of 18.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1715, modifying the City's juvenile curfew Ordinance.*

**4.E Ordinance: Park Rules**

The Commission is asked to approve Ordinance 1716, modifying the City's Ordinance regarding Park Rules. This modified Ordinance includes a restriction against using the park after 11pm. Additionally, while the current Ordinance prohibits consuming alcoholic beverages in the parks, an officer would have to observe the consumption to document a violation. This modified Ordinance includes a prohibition against having an open container of alcoholic beverages in City Parks.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1716, modifying the City's Park Rules.*

**4.F Ordinance: Public Sale or Consumption of Alcohol or CMB**

Similar to the Park Rules prohibition against having an open container of alcoholic beverages, this suggested Ordinance modification would prohibit having an open container of alcoholic beverages in any public place.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1717, modifying the City's Alcoholic Beverages Ordinance.*

**4.G Memorandum of Understanding: George K. Baum, Co.**

For this agenda item, the Commission is asked to approve the Memorandum of Understanding with George K. Baum & Co., for their assistance with the sales tax renewal initiative.

**RECOMMENDED MOTION:** *I move to approve the Memorandum of Understanding with George K. Baum & Company as submitted.*

**4.H Approve Wilson County Ambulance Service Agreement**

For this agenda item, the Commission is asked to approve this, hopefully, first annual ambulance service agreement. This agreement also serves to document the recent increase to the existing financial support of the ambulance service by the County.

**RECOMMENDED MOTION:** *I move to approve the ambulance service agreement with Wilson County.*

**4.I Approve Wilson County Landfill Agreement**

For this agenda item, the Commission is asked to approve the 2019 Landfill Agreement with Wilson County. Although this agreement takes effect on January 1st, we just received this document from the County. The Wilson County fee for landfill services remains the same since at least 2014 at \$16,000.

**RECOMMENDED MOTION:** *I move to approve the 2019 Landfill Agreement with Wilson County in the amount of \$16,000.*

#### **4.J Approve Purchase of Parks Truck**

The Public Works Department has a budgeted item to replace one of their pickup trucks in 2019. Although the lowest bid is approximately \$3,000 over the budgeted amount, Staff is still asking the Commission to approve the purchase. Funds can be allocated from within the Department to cover the shortfall. The lowest bidder is Quality Motors, Independence, KS, at a bid amount of \$29,881.24. Budget was for \$27,000. This purchase will allow for the replacement and sale of a 1984 vintage truck from the lineup.

**RECOMMENDED MOTION:** *I move to approve the purchase of a Public Works truck, from Quality Motors, at a cost not to exceed \$30,000.*

#### **4.K Approve Purchase of Ambulance Computers**

For the Fire Department, the 2019 budget included the purchase of three Toughbook computers, in an amount of \$6,264. Upon receiving quotes, the Fire Chief determined that the cost of each laptop was coming in high. To stay under budget, the Chief is requesting only two computers, at a quoted cost of \$5,735.51.

**RECOMMENDED MOTION:** *I move to approve the purchase of two Toughbook computers from Rugged Computing, Inc., at a cost not to exceed \$5,800.*

#### **4.L Request for Fireworks Display**

For this agenda item, the Commission is asked to approve a fireworks display, at the site identified as the Waterworks Amphitheatre, on March 15, 2019. Siss Boom Fireworks will be the shooter, and the event will, once again, be free and open to the public.

**RECOMMENDED MOTION:** *I move to approve the use of City property, known as the Waterworks Amphitheater, for a fireworks display on March 15, 2019 pending receipt of an Event Coverage Insurance Certificate.*

#### **EXECUTIVE SESSION – Non Elected Personnel**

I move to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, Public Works Director and Chief of Police to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the Commission Room at \_\_\_\_ p.m.

Neodesha, Kansas  
February 13, 2019

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, February 13, 2019 with Mayor Harper presiding and Commissioners Moffatt and Johnson present.

Commissioner Johnson moved to approve the agenda as presented. 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 January 23 and February 6, 2019 meetings; Appropriation (2019) 02; and Raw Water Project Bond Appropriation 49; be approved. Seconded by Commissioner Johnson. Motion carried.

Dennis Shelby and Erica Johnson from Wilson Medical Center addressed the Commission regarding recommendations to utilize the swimming pool sales tax that will sunset this year. Erica explained the process that they went through to come to their recommendations. Several residents who had served on the research committee were also in attendance. Discussion was held. No action.

This being the time and date published in the official newspaper for the hearing on the dangerous structure located at 306 Bell, the public hearing was opened. Discussion was held. Then the hearing was closed.

#### **RESOLUTION NO. 19-01**

**A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON, LEGAL DESCRIPTION: BLOCK 1, LOTS 15-21, BLISS SUBDIVISION, CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 306 BELL STREET, NEODESHA, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.**

Commissioner Johnson moved to approve Resolution 19-01 declaring the property located at 306 Bell Street as unsafe or dangerous, and allow the property owner thirty (30) days to repair or remove the structures and make the property safe and secure. Seconded by Commissioner Moffatt. Motion carried.

#### **ORDINANCE NO. 1713**

**AN ORDINANCE AMENDING SECTION 36-489 OF CHAPTER 366 OF THE CITY OF NEODESHA CODE REGARDING COST OF GAS ADJUSTMENT AND REPEALING OLD SECTION 36-489 OF CHAPTER 36 OF THE CITY OF NEODESHA CODE.**

Commissioner Moffatt moved to approve Ordinance 1713, modifying the City's Gas Cost Adjustment. Seconded by Commissioner Johnson. Motion carried.

#### **ORDINANCE NO. 1714**

**AN ORDINANCE AMENDING SECTION 16-36 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE REGARDING FEES FOR UTILITIES PROVIDED BY THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING OLD SECTION 16-36 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE.**

Commissioner Johnson moved to approve Ordinance 1714, modifying the City's fee structure Ordinance. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the request for the purchase of transformers. Discussion was held.

Commissioner Moffatt moved to approve the purchase of transformer equipment from Solomon Corporation in an amount not to exceed \$20,000. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the appointment of a director to KMEA. Discussion was held.

Commissioner Johnson moved to reappoint Brandon Hearn as KMEA Director #1. Seconded by Commissioner Moffatt. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, February 27, 2019 at 2:00 p.m.

Commissioner Johnson moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk and Police Chief to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the Commission Room at 3:30 p.m. Seconded by Commissioner Moffatt. Motion carried.

At 3:30 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, and City Clerk to discuss an individual employee's performance pursuant (continued on next page)

Neodesha, Kansas  
February 13, 2019 (cont.)

to the non-elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the Commission Room at 3:47 p.m. Seconded by Commissioner Johnson. Motion carried.

At 3:47 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

At 4:10 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Johnson. Motion carried.

ATTEST:

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Terry M. Harper, Mayor

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Bobby Busch, City Clerk/Finance Director

**APPROPRIATION REPORT****ORDINANCE NO 3****2/27/2019**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
APPIA COMMUNICATIONS INC	PHONE CHARGES	313.93	52684	2/27/2019
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	957.79	52685	2/27/2019
CABLE ONE	INTERNET SERVICE - SR CENTER	65.14	52686	2/27/2019
CARTER WATERS	COLD PATCH	1,795.27	52687	2/27/2019
CONSTELLATION NEWENERGY	JANUARY BILLING	124,990.45	52688	2/27/2019
CORE & MAIN	CLAMPS, TUBING, WIRE	611.42	52689	2/27/2019
EMC INSURANCE COMPANIES	DEDUCTIBLE PAYMENT	500.00	52690	2/27/2019
EMG	JANUARY BILLING	1,159.50	52691	2/27/2019
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL - GET FIT	272.23	52692	2/27/2019
FREDONIA TRUE VALUE HARDWARE	CHAINSAW REPAIR	105.00	52693	2/27/2019
HUBER & ASSOCIATES INC	ENTERPOL INTERFACE MAINTENANCE	750.00	52694	2/27/2019
KANSAS ALCOHOLIC BEVERAGE CONT	CMB STAMP FEES	150.00	52695	2/27/2019
KANSASLAND TIRE WHOLESALE	TIRES	425.86	52696	2/27/2019
LITTLE BEAR TIRE	TIRE REPAIR	340.00	52697	2/27/2019
LYON COUNTY SHERIFF'S OFFICE	REGISTRATION	60.00	52698	2/27/2019
TEDDY MAI	REFUND GAS CONNECTION FEE	50.00	52699	2/27/2019
MIDWEST MINERALS, INC	ROCK	77.63	52700	2/27/2019
NEW BEGINNINGS ENTERPRISES INC	DOCUMENT DESTRUCTION	2.80	52701	2/27/2019
O'MALLEY EQUIPMENT CO	FITTINGS, HOSE	145.82	52702	2/27/2019
OMEGA RAIL MANAGEMENT INC	WASTE WATER PIPELINE LEASE	1,061.75	52703	2/27/2019
SIGN DESIGN	UNIFORM EMBROIDERY	541.00	52704	2/27/2019
SOCKET TELECOMM LLC	PHONE CHARGES	55.52	52705	2/27/2019
SOUTHERN STAR CENTRAL GP INC	JANUARY BILLING	47,456.27	52706	2/27/2019
STANION WHOLESALE ELECTRIC	BULBS	716.34	52707	2/27/2019
TASC	CLAIM CARD/ADMIN FEES	673.38	52708	2/27/2019
WALMART COMMUNITY BRC	OFFICE SUPPLIES, BATTERIES	732.79	52709	2/27/2019

ZACH'S AUDIO FX  
ZOLL MEDICAL CORPORATION GPO

LOGO VINYL  
ELECTRODES

60.00	52710	2/27/2019
300.00	52711	2/27/2019
<b>184,369.89</b>		

**\*\*\*\* PAID TOTAL \*\*\*\***



STATE OF KANSAS  
GRANT AGREEMENT NO. 19-PF-007  
between the

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

and the

CITY OF NEODESHA

**I. Grant Agreement**

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **CITY OF NEODESHA**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated **JANUARY 18, 2019**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

**II. Authority**

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

**III. Description of Activities**

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

**IV. Period of Performance**

The period of performance for all activities assisted by this Agreement shall commence on **MARCH 15, 2019**, hereinafter called the "Commencement Date," and shall be complete on **MARCH 14, 2021**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

**V. Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$600,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$1,766,719** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$600,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

#### **VI. Indemnification**

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

#### **VII. Obligations of Grantee**

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

#### **VIII. Environmental Review Compliance**

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

#### **IX. Program Costs**

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

**X. Requisition of Grant Funds**

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

**XI. Depositories for Program Funds**

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
  - 1. Moneys received from the Department.
  - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

## **XII. Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
  - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
  - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
  - 3. Establishment of records of budgets and expenditures for each approved activity;
  - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  - 5. Provision of financial status reports in the form specified by the Department;
  - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
  - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

## **XIII. Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

## **XIV. Procurement Procedures**

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

## **XV. Bonding Requirements**

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
  - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

**XVI. Program Income**

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

**XVII. Program Close-out Procedures**

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department’s property management procedures.

**XVIII. Termination for Convenience**

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

### **XIX. Suspension or Termination-for-Cause**

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

### **XX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
  - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
  - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
  - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

### **XXI. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

## **XXII. Conflict of Interest**

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

## **XXIII. Equal Opportunity**

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

## **XXIV. Waiver of Enforcement**

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

## **XXV. Reversion of Assets**

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

## **XXVI. Budget Amendments and Other Changes**

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
  - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
  - 2. The change does not increase any professional services of the CDBG approved budget;
  - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
  - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.

*Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.*

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
CDBG Program  
Kansas Department of Commerce

By: \_\_\_\_\_  
Notary Public, State of Kansas

**CITY OF NEODESHA** Kansas  
(Grantee)

By: \_\_\_\_\_  
(Name) (Title)

(SEAL)

ATTEST: \_\_\_\_\_  
(For the Grantee)



## SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 18, 2019**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **MARCH 14, 2021** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **JUNE 14, 2021**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

**GRANTEE NAME: City of Neodesha**

**GRANT NUMBER: 19-PF-007**

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements				\$ -
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Natural Gas System Improvem	\$ 600,000	\$ 1,113,419	USDA Loan/Bonds	\$ 1,713,419
g. Acquisition, including easements				\$ -
h. Engineering Design		\$ 222,700	USDA Loan/Bonds	\$ 222,700
i. Construction Inspection		\$ 171,300	USDA Loan/Bonds	\$ 171,300
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
<b>Public Facility Activities Total</b>	\$ 600,000	\$ 1,507,419		\$ 2,107,419
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
<b>Housing Activities Total</b>	\$ -	\$ -		\$ -
3. Administration				\$ -
a. Administrative Activities		\$ 25,000	USDA Loan/Bonds	\$ 25,000
b. Legal		\$ 234,300	USDA Loan/Bonds	\$ 234,300
c. Audit				\$ -
<b>Administration Total</b>	\$ -	\$ 259,300		\$ 259,300
<b>ALL ACTIVITIES TOTAL</b>	\$ 600,000	\$ 1,766,719		\$ 2,366,719

ORDINANCE NO. 1715

AN ORDINANCE AMENDING CHAPTER 28, SECTION 28-2, OF THE CODE OF THE CITY OF NEODESHA, DEALING WITH JUVENILE CURFEW INSIDE THE CITY OF NEODESHA; AND REPEALING OLD CHAPTER 28, SECTION 28-2, OF THE CODE OF THE CITY OF NEODESHA.

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

**Section One:** Chapter 28, Section 28-2 of the City of Neodesha Code shall be amended to read as follows:

**Sec. 28-2. - Juvenile curfew.**

(a) It shall be unlawful for any minor 17 years of age or younger, to loiter, idle, loaf, wander, stroll, lounge or play in or upon the public streets, highways, roads, alleys, parks, sidewalks, playgrounds or other public grounds, public places or public buildings between 11:00 p.m. and 6:00 a.m. of the following day, except on Fridays and Saturdays when the hours shall be 12:00 midnight to 6:00 a.m.; provided, however, that the provisions of this section shall not apply to a minor:

- (1) Accompanied by the minor's parent or guardian or an adult designated by the minor's parent or guardian;
- (2) On an errand at the direction of the minor's parent or guardian or an adult designated by the minor's parent or guardian, without any detour or stop;
- (3) In a motor vehicle involved in interstate travel;
- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency. In this subsection, the term "emergency" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term "emergency" includes, but is not limited to, a fire, a natural disaster, or automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life;
- (6) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the township, a civic organization, or another similar entity that takes responsibility for the minor;
- (7) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
- (8) Who is married or has been married or has had the disabilities of minority removed, in accordance with law.

(b) It shall be the responsibility of the parent or legal guardian of a minor 17 years of age or under to see that such minor does not violate this section.

(c) Any minor violating the provisions of this article shall be dealt with in accordance with the Revised Kansas Juvenile Justice Code (K.S.A. 38-2301 et seq.). Any police officer finding a minor 17 years of age or under violating the provisions of this article shall warn the minor to desist from such violation and immediately return home or, in the alternative, the police officer may take the minor into protective custody and release him to the minor's parent or legal guardian. Regardless of whether the police officer elects to warn the minor or take the minor into protective custody, such police officer shall promptly cause a written citation or warning to be served upon the minor's parent or legal guardian, setting forth the manner in which the provisions of this article have been violated. Any parent or legal guardian of any minor who is found in violation of this section shall be guilty of an offense.

(d) Any violation of the provisions of this section shall be punishable as a Class C violation pursuant to the general penalty provisions of the Code of the City of Neodesha, Kansas, Chapter 1, Section 1-7.

**Section Two:** Old Chapter 28, Section 28-2 of the Code of the City of Neodesha is hereby repealed.

**Section Three: EFFECTIVE DATE.** This ordinance shall be in full force and effect after its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 27<sup>th</sup> day of February, 2019.

ATTEST:

\_\_\_\_\_  
Terry M. Harper, Mayor

\_\_\_\_\_  
Bobby Busch, City Clerk

## ORDINANCE NO. 1716

**AN ORDINANCE AMENDING CHAPTER 30, ARTICLE II, OF THE CODE OF THE CITY OF NEODESHA, DEALING WITH PARK RULES INSIDE THE CITY OF NEODESHA; AND REPEALING OLD CHAPTER 30, ARTICLE II, OF THE CODE OF THE CITY OF NEODESHA.**

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

**Section One:** Chapter 30, Article II, of the City of Neodesha Code shall be amended to read as follows:

### ARTICLE II. - PARK RULES

Sec. 30-23. - City laws extended to park.

The laws of the city shall extend to and cover all city parks within the city limits.

Sec. 30-24. – Park Hours

- (a) Neodesha City parks shall be open daily to the public during the hours of 6:00 a.m. to 11:00 p.m. of any one day.
- (b) The City Administrator, or his or her designee, may declare that any section or part of the park may be closed to the public at any time, and for any interval of time.
- (c) It shall be unlawful for any person, other than city personnel conducting city business therein or other persons authorized by the City Administrator, to occupy or be present in Neodesha parks during any hours in which the park is not open to the public.

Sec. 30-25. - Vehicle regulations.

- (a) Motor vehicles, including any vehicle licensed to operate on public streets, roads and highways and motorbikes, go-carts, snowmobiles and other motorized off-the-road vehicles shall be operated in a safe and prudent manner at all times in park areas.
- (b) Except as provided in subsection (d) of this section, it shall be unlawful for any person to park any motor vehicle in any area not designated for such purpose.
- (c) Except as provided in subsection (d) of this section, it shall be unlawful for any person to operate any motor vehicle within any city park except upon roads, drives and parking areas established by the city.
- (d) Subsections (b) and (c) of this section shall not apply to authorized city employees while engaged in the maintenance and care of the park.
- (e) It shall be unlawful to operate any such vehicle in any park area at a speed in excess of 20 mph.

Sec. 30-26. - Hunting.

It shall be unlawful for any person to pursue, catch, trap, maim, kill, shoot or take any wildlife, either bird or animal, in any manner at any time while in any city park.

Sec. 30-27. - Sanitation.

All waste material, paper, trash, rubbish, tin cans, bottles, containers, garbage and refuse of any kind whatsoever shall be deposited in disposal containers provided for such purposes. No such waste or contaminating material shall be discarded otherwise. No sticks, stones, trash or other objects shall be thrown or discarded in or on any park lands, fountains, pools, drinking fountains, sanitary facilities, or other improvements.

Sec. 30-28. - Prohibition against alcoholic beverages and cereal malt beverages.

It shall be unlawful for any person to use, consume or have possession of an open container on the premises of any park property within the city any alcoholic beverage. A package shall be considered an open container if the original seal has been broken or removed. An alcoholic beverage shall be defined as, as any alcoholic liquor, as defined by K.S.A. 41-102 and amendments thereto, or any cereal malt beverage, as defined by K.S.A. 41-2701 and amendments thereto, or the current edition of the Standard Traffic Ordinance.

Sec. 30-29. - General regulations.

The city may post such rules and regulations, as are approved by the governing body, pertaining to the use of the city parks in a conspicuous place in each city park. Violations of these posted rules shall constitute a violation of this Code.

Sec. 30-30. – Violation; penalty.

Any violation of the provisions of this Article shall be punishable as a Class C violation pursuant to the general penalty provisions of the Code of the City of Neodesha, Kansas, Chapter 1, Section 1-7.

Secs. 30-31—30-59. - Reserved.

**Section Two:** Old Chapter 30, Article II of the Code of the City of Neodesha is hereby repealed.

**Section Three: EFFECTIVE DATE.** This ordinance shall be in full force and effect after its publication in the official city newspaper.

**Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 27<sup>th</sup> day of February, 2019.**

ATTEST:

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**Terry M. Harper, Mayor**

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**Bobby Busch, City Clerk**

**ORDINANCE NO. 1717**

**AN ORDINANCE AMENDING CHAPTER 4, ARTICLE I, SECTION 4.2 OF THE CODE OF THE CITY OF NEODESHA, DEALING WITH PUBLIC SALE OR CONSUMPTION OF ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGES INSIDE THE CITY OF NEODESHA; AND REPEALING OLD CHAPTER 4, ARTICLE I, SECTION 4.2 OF THE CODE OF THE CITY OF NEODESHA.**

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

**Section One:** Chapter 4, Article I, Section 4.2 of the City of Neodesha Code shall be amended to read as follows:

**ARTICLE I – IN GENERAL**

**Sec. 4-2. - Public sale; consumption.**

- (a) It shall be unlawful for any person to sell, serve or dispense any cereal malt beverage or alcoholic liquor in any public place not licensed to sell, serve or dispense such beverage at such public place within or under the jurisdiction of the city.
- (b) It shall be unlawful for any person to use, consume or have possession of an open container of alcoholic liquor or cereal malt beverage in any public place not licensed to sell and serve such beverage for public consumption at such public place within or under the jurisdiction of the city. A package shall be considered an open container if the original seal has been broken or removed.
- (c) For purposes of this section, the term "public place" includes any street, alley, sidewalk, public thoroughfare, public parking lot or any privately owned parking area made available to the public generally, within any parked or driven motor vehicle situated in any of the aforesaid places or upon any property owned by the state or any governmental subdivision thereof, except the use of alcoholic liquor and cereal malt beverages shall be allowed in the Civic Center and Lions Shelter House Park. In addition, the use of alcoholic liquor and cereal malt beverages may be allowed on other city-owned properties on an event-by-event basis with advance approval of the governing body recorded in the minutes of the governing body. The use of alcoholic liquor and cereal malt beverages on any city-owned property shall be in conformance with state laws and city ordinances.

**Section Two:** Old Chapter 4, Article I, Section 4.2 of the Code of the City of Neodesha is hereby repealed.

**Section Three: EFFECTIVE DATE.** This ordinance shall be in full force and effect after its publication in the official city newspaper.

**Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 27<sup>th</sup> day of February, 2019.**

ATTEST:

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**Terry M. Harper, Mayor**

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**Bobby Busch, City Clerk**

**NON-BINDING UNDERWRITER  
MEMORANDUM OF UNDERSTANDING**

This Non-Binding Underwriter Memorandum of Understanding ("MOU") is entered into this 21<sup>ST</sup> day of February 2019, by and between the City of Neodesha ("Issuer"), and George K. Baum & Company, located at 4801 Main Street, Kansas City, Missouri ("GKB").

**PURPOSE:** For a specific purpose of financing the construction of a new city hall and/or police facility (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

CITY OF NEODESHA, KANSAS

By: 

By: \_\_\_\_\_

Title: Senior Vice President

Title: Terry M. Harper, Mayor

GKB Project Code: KS2551



**Non-Binding Underwriter  
Memorandum of Understanding  
Supplemental Disclosures for New Issues of Municipal Securities**

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

David Arteberry  
Printed Name

David Arteberry  
Signature

Senior Vice President  
Title

2/21/19  
Date

**RECEIPT ACKNOWLEDGED BY THE ISSUER**

City of Neodesha, Kansas

Date: February 27, 2019

Printed Name of Authorized Person: Terry M. Harper

Signature of Authorized Person: \_\_\_\_\_

## AGREEMENT FOR AMBULANCE SERVICES

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of January, 2019, by and between WILSON COUNTY, KANSAS, hereinafter referred to as the First Party, and the CITY OF NEODESHA, KANSAS, through the Board of Commissioners, hereinafter referred to as the Second Party.

**WITNESSETH:** The First Party and the Second Party, in consideration of their mutual promises and other good and valuable consideration, hereby agree as follows:

**FIRST:** The Second Party shall provide ambulance services to all persons in Wilson County, Kansas, located within a service area which shall border on the ambulance service area operated by the Fredonia Regional Hospital, Fredonia, Kansas, during the term of this agreement and shall charge for said service, such rates and charges as it may set from time to time.

Except as stated herein the Second Party shall not refuse to give ambulance services to any person within its service area. The Second Party may refuse to give non-emergency ambulance services to those persons with past due ambulance service accounts, or in the alternative, may require advance payment for said service.

The Second Party may refuse to give ambulance services for out of county calls, when in the judgment of the Second Party, such need for ambulance services can be provided by another firm or person, or when it appears that giving such service out of Wilson County might hinder the providing of adequate service in Wilson County.

The Second Party may also refuse to give ambulance services when the emergency or catastrophe makes provision of such service to appear hazardous, impossible, unreasonable, or of a lesser priority than another need for service.

The books of the Second Party pertaining to the ambulance operation shall be available for inspection and review by the First on a quarterly basis.

**SECOND:** The First Party shall pay the sum equal to \$137,800.00 to the Second Party for the operation of ambulance services. The funds shall be used exclusively for the operation of ambulance services. The funds shall be disbursed in twelve (12) equal payments of \$11,483.34.

**THIRD:** The Second Party agrees to provide sufficient liability insurance to protect all parties herein during the term of this agreement.

**FOURTH:** Any provision of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of the agreement.

**FIFTH:** This agreement, executed by the parties, may not be modified or terminated except in writing acknowledged by all parties.

**SIXTH:** The Second Party shall comply with all laws, ordinances, resolutions, regulations, requirements, and rules with respect to the use, maintenance, and operation of ambulances and ambulance services.

The Second Party agrees to maintain adequate communications, which shall be attended twenty-four (24) hours every day for the receipt of emergency ambulance calls.

Failure to comply with any of the terms of this agreement shall be considered a material breach of this agreement, in which event, the First Party may declare this agreement null and void and/or exercise any legal remedies provided by law.

**SEVENTH:** Waiver of any specific default shall not be a waiver of any other or subsequent default. No waiver by the First Party of any provisions hereof shall constitute a waiver of any other matter and all waivers shall be in writing and executed by the Board of Wilson County Commissioners. No failure on the part of the First Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

The parties shall give notice in writing prior to July 1, 2019 of their intention not to renew this agreement.

**EIGHTH:** The term of this agreement shall be for a period of one (1) year, commencing on January 1, 2019, and ending December 31, 2019, and shall be binding upon the successors and assigns of the parties hereto provided. However, this agreement shall not be assigned without the written consent of all parties hereto.

**NINTH:** Upon termination of this agreement, all ambulances and associated equipment shall be the property of the First Party. Upon receipt of the said property, the First Party shall be liable for the payment of any indebtedness thereon.

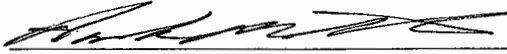
**FIRST PARTY:**

**WILSON COUNTY, KANSAS**

By the Board of County Commissioners



Casey Lair, Chairman

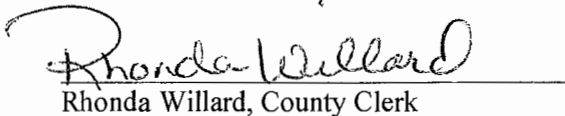


Andrew Miller, Vice Chairman



Jerry Scott, Member

Attest:



Rhonda Willard, County Clerk

**SECOND PARTY:**

**CITY OF NEODESHA**

By the Board of City Commissioners

Terry Harper, Mayor

J.D. Moffatt, Commissioner

Devin Johnson, Commissioner

Attest:

Bobby Busch, City Clerk

## **AGREEMENT FOR SOLID WASTE DISPOSAL**

**WHEREAS**, the County of WILSON, by and through the BOARD of COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, is operating a transfer station in the Altoona, Kansas area, and

**WHEREAS**, it is the desire of the CITY OF NEODESHA by and through the CITY COMMISSIONERS OF NEODESHA, KANSAS, to use said transfer station,

### **NOW, THEREFORE, THIS AGREEMENT:**

1. It is hereby agreed by and between the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, and the CITY COMMISSIONERS OF NEODESHA, KANSAS, that for a period of one (1) year commencing January 1, 2019 and ending at 12:00 midnight on December 31, 2019, THE CITY OF NEODESHA and all residents of said City shall have the right to use said transfer station, in consideration of the payment by the CITY OF NEODESHA of the sum of SIXTEEN THOUSAND DOLLARS (\$16,000).

2. Payment of such sum of SIXTEEN THOUSAND DOLLARS (\$16,000) shall be made semi-annually with payments being due on January 1 & July 1 of the sum of EIGHT THOUSAND DOLLARS (\$8,000) by the CITY OF NEODESHA to the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS. The CITY OF NEODESHA shall have the right to pay ahead on this agreement, if desired.

3. It is understood and agreed by and between the parties that all items will be accepted at said transfer station, other than hazardous waste, large dead animals, and other items not permitted by KDHE.

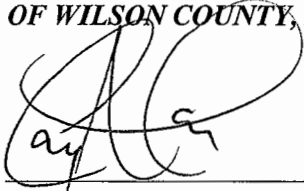
4. It is understood and agreed by and between the parties that any commercial haulers of trash are not covered by this agreement unless they are hauling for the CITY OF NEODESHA.

5. It is understood and agreed by and between the parties that any and all residents may haul trash to said transfer station, provided the same is their own trash.

6. It is understood and agreed by and between the parties that in the event the transfer station, ceases to operate, WILSON COUNTY will be responsible to make arrangements for the disposal of sanitary waste of the CITY OF NEODESHA. Whatever these arrangements are and their cost shall be the responsibility of WILSON COUNTY.

WITNESS the hands and seals of the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, and the CITY COMMISSIONERS OF NEODESHA, KANSAS, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COUNTY COMMISSIONERS  
OF WILSON COUNTY, KANSAS:**



Casey Lair, Chairman



Andrew Miller, Vice Chairman



Jerry Scott, Commissioner

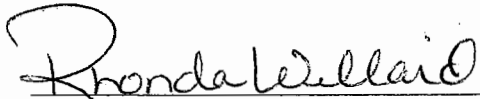
**CITY COMMISSIONERS  
OF NEODESHA, KANSAS:**

\_\_\_\_\_  
Terry Harper, Mayor

\_\_\_\_\_  
Devin Johnson, Commissioner

\_\_\_\_\_  
J.D. Moffatt, Commissioner

ATTEST:



Rhonda Willard, County Clerk

\_\_\_\_\_  
Bobby Busch, City Clerk

PREPARED BY:  
Kris Marple  
County Coordinator

**Quality Motors Inc.**

2022 W. Main Street  
 Independence, KS 67301  
 (620) 331-6090

Quote

**INVOICE**

**Customer**

Name City of Neodesha  
 Address \_\_\_\_\_  
 City Neodesha State KS ZIP 66757  
 Phone \_\_\_\_\_

Date 01/10/19  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	2019 Ford F-250 SuperCrew 4x4 XL as per attached specs 6.2L V8 Engine, Automatic Transmission, power windows power locks, tilt/cruise, tow package, cruise control, 160" wheel base  ETA 6-8 weeks* *ETA is not a guaranteed time of delivery	\$29,881.24	\$29,881.24

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$29,881.24
Shipping & Handling	\$0.00
Taxes State	
<b>TOTAL</b>	<b>\$29,881.24</b>

For more information, contact Zach Jolly at 620-331-6090

Thank You!


# TOUGH RUGGED LAPTOPS

Rugged Computing, Inc.  
DBA toughruggedlaptops.com  
1251 Manassero Suite 401  
Anaheim CA 92807  
800-441-9165

<b>TO:</b> Mr. Ross Jamison City of Neodesha 112 S 4th St Neodesha, Kansas, 66757 United States T: 620-325-2642	Quote Proposal      Q2019.22489 Date of Proposal      Feb 8, 2019 Proposal valid until      Mar 8, 2019 ( 29 days )
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Thank you VERY much for your RFP! If you have any questions...please contact Al @ 800-441-9165 ext 108 or atownsend@toughruggedlaptops.com.	View Your Quote On-Line View Terms and Conditions To Purchase Click Here To Visit Your Account Click Here
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Product name	SKU	QTY	Price	Subtotal
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Panasonic Toughbook CF-19 New w/Unlimited Options!  <i>Base Configuration--(Required - Please choose )</i> Intel Core i5-3610ME 2.7GHz, vPro, 10.1inch XGA Touch, Win7 Embedded, 4GB, 500GB(7200rpm), Dual Pass, No DVD Drive, Toughbook Preferred Operating System Options Fully Functional Win10 Professional 64-bit w Updated Drivers (07.01.2016) Keyboard Upgrade Rubber Backlit Keyboard Estimated Lead Time 1 Weeks. Upgrades Windows 10 Pro Rubber Backlit Keyboard UPS Shipping	CF-19ZE001CM-CF-19ZA0017M  -Win10 Upgrade 64-bit-CF- WKB1918M		2	\$2,848.98	\$5,697.96
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United Parcel Service Shipping Options (Auto-selected  
 Ground)   
 Ground - \$37.55  
 Day Select - \$102.97  
 2nd Day Air - \$172.53  
 Next Day Air Saver - \$241.61

Shipping		1	\$37.55	\$37.55
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Subtotal	\$5,735.51
Shipping & Handling (Excl. Tax)	\$0.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$5,735.51</b>

We encourage you to price/availability shop, as we have the **Lowest** prices.  
 Significantly lower than all our competitors.  
 With Superior availability.

**Getac**

**Panasonic GOLD  
AUTHORIZED PARTNER**

**Panasonic  
TOUGHBOOK**