Agenda
City Commission of the City of Neodesha, KS
March 13, 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 27, 2019 Commission minutes
- Appropriation (2019) 04
- Raw Water Project Bond Appropriation 50

Item 4: Business Items to Consider

A. Adopt CDBG Civil Rights/Fair Housing Policy
B. Approve Raw Water Intake Change Order #1
C. Approve Memorandum of Understanding with Westar for Solar Project

Item 5: Date/Time of Next Regular Meeting

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

Item 6: Executive Session:

Item 7: Adjournment
AGENDA COMMENTS
CITY COMMISSION MEETING
March 13, 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 ADOPT CDBG CIVIL RIGHTS/FAIR HOUSING POLICY

In order for the City to be in compliance with CDBG on our gas project grant we are required to do a civil rights project. In order to meet this requirement the Commission will be approving a Fair Housing Policy which will then be posted at the Neodesha Housing Authority.

RECOMMENDED MOTION: I move to adopt the CDBG Civil Rights/Fair Housing Policy as presented.

4.B Approve Raw Water Intake Change Order #1

This Change Order is to address changes needed on the City’s Raw Water Intake Project. Some of the changes were directly requested by City staff and others came about due to the depth of the river and lack of rock base for the coffer dam.

RECOMMENDED MOTION: I move to approve Change Order #1 with Crossland Heavy Contractors in the amount of $12,494.07.

4.C Approve Memorandum of Understanding with Westar for Solar Project

Per the presentation made by Scott Shreve, the City’s Utility Consultant, and David Shupe from Westar at the last Commission meeting, the Commission is asked to approve the MOU with Westar to begin researching the feasibility for a solar project in Neodesha.

RECOMMENDED MOTION: I move to approve the Memorandum of Understanding with Westar Energy as presented.
Neodesha, Kansas
February 27, 2019

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, February 27, 2019 with Mayor Harper presiding and Commissioners Moffatt and Johnson present.

Commissioner Moffatt moved to approve the agenda with the addition of item 4D, Presentation by KWIKOM; Item 4M, Approval to purchase swimming pool equipment; and Item 7, an Executive Session for Acquisition of Real Estate. 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 February 13, 2019 meetings; and Appropriation (2019) 03; be approved. Seconded by Commissioner Moffatt. Motion carried.

Nathan West, Neodesha High School Principal, addressed the Commission regarding the upcoming school Clean Up Day. Discussion was held. No action.

The Commission held a conference call with Rose Mary Saunders from Ranson Financial regarding the CDBG Gas Line Grant. Discussion was held.

Commissioner Moffatt moved to approve the contract with the Kansas Department of Commerce for the Gas Line CDBG Grant 19-PF-007 and to authorize the mayor to sign all paperwork. Seconded by Commissioner Johnson. Motion carried.

Scott Shreve, EMG Consultants, and David Shupe from Westar addressed the Commission regarding a proposed solar project. Discussion was held. No action.

Eric Vogel and Eric Gilligan from KWIKOM addressed the Commission regarding a franchise agreement to put fiber optic on City infrastructure. Discussion was held. No action.

ORDINANCE NO. 1715

Commissioner Johnson moved to approve Ordinance 1715, modifying the City’s juvenile curfew Ordinance. Seconded by Commissioner Moffatt. Motion carried.

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.

Commissioner Moffatt moved to approve Ordinance 1716, modifying the City’s Park Rules. Seconded by Commissioner Johnson. Motion carried.

ORDINANCE NO. 1717

Commissioner Johnson moved to approve Ordinance 1717, modifying the City’s Alcoholic Beverages Ordinance. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a Memorandum of Understanding with George K. Baum, Co. for assistance with the sales tax initiative. Discussion was held.

Commissioner Moffatt moved to approve the Memorandum of Understanding with George K. Baum & Company as submitted. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding an Ambulance Service Agreement with Wilson County. Discussion was held.

Commissioner Johnson moved to approve the ambulance service agreement with Wilson County. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the 2019 Landfill Agreement with Wilson County. Discussion was held.

Commissioner Moffatt moved to approve the 2019 Landfill Agreement with Wilson County in the amount of $16,000. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of a budgeted truck for the Public Works Department. Discussion was held.

Commissioner Johnson moved to approve the purchase of a Public Works truck, (continued on next page)
from Quality Motors, at a cost not to exceed $30,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of budgeted computers for the City’s ambulances. Discussion was held.

Commissioner Moffatt moved to approve the purchase of two Toughbook computers from Rugged Computing, Inc., at a cost not to exceed $5,800. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding purchase of swimming pool equipment. Discussion was held.

Commissioner Johnson moved to approve the purchase of the rock wall equipment and Zip line for the Neodesha Splash Zone at a cost not to exceed $25,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a request for a fireworks display. Discussion was held.

Commissioner Moffatt moved 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. Seconded by Commissioner Johnson. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, March 13, 2019 at 2:00 p.m.

Commissioner Johnson moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, Public Works Director 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 4:05 p.m. Seconded by Commissioner Moffatt. Motion carried.

At 4:05 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

Commissioner Moffatt moved to terminate Abby Burgell effective immediately. Seconded by Commissioner Johnson. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator and City Clerk for the purpose of preliminary discussions relating to the acquisition of real property, per KSA 75-4319(b)(6). The open meeting will resume in the Commission Room at 4:25 p.m. Seconded by Commissioner Johnson. Motion carried.

At 4:25 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

Commissioner Moffatt moved to extend the Executive Session until 4:30 p.m. Seconded by Commissioner Johnson. Motion carried.

At 4:30 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

Commissioner Johnson moved to extend the Executive Session until 5:00 p.m. Seconded by Commissioner Moffatt. Motion carried.

At 5:00 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

At 5:10 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Johnson. Motion carried.
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142,368.06
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### APPROPRIATION 50
### MARCH 13, 2019

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**GRAND TOTAL** 598,995.01

Approved the day above written.

__________________________
Terry M. Harper, Mayor

Attest

__________________________
Bobby Busch, City Clerk
Appendix C

CIVIL RIGHTS/FAIR HOUSING POLICY

We, the County/City Commissioners of Neodesha, Kansas adopt the following procedures for handling a civil rights/fair housing complaint(s) within our City/County.

1) The County/City Clerk shall receive all complaints within his/her office and the complaint shall then be formally introduced to the County/City Commission at the next regularly scheduled meeting.

2) We, the County/City Commissioners shall try to assist in resolving the conflict between the parties involved. If a resolution of the problem cannot be reached, then we will forward the complaint to the proper authorities.

3) Fair housing discrimination complaints will be submitted to HUD by phone, letter, and/or a HUD-903 form. All such complaints will be submitted to HUD at:

Department of Housing and Urban Development
Kansas City Regional Office, Region VII
Office of Fair Housing & Equal Opportunity
Gateway Tower II - 400 State Avenue
Kansas City, KS 66101

or by calling the Housing Discrimination Complaint HOTLINE 1-800-669-9777.

4) In the event of a civil rights complaint, we agree to also contact the following agencies:

Kansas Human Rights Commission
900 Jackson Street - 8th Floor
Topeka, KS 66612
(785) 296-3206

Kansas Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354
(785) 296-3004

We do hereby adopt these procedures in resolving any civil rights/fair housing complaints.

Chairman/Mayor

County/City Clerk
**Know Your Rights**

**Fair Housing Facts**

**Rental Discrimination**
The terms of rental agreements must apply to all renters. The law prohibits the changing of such terms to deny or discourage your access to rental properties. For example: If you feel that your lease agreement is different than other persons on a similar situation the property agent or owner may be violating Fair Housing Laws. The following types of situations may also be in violation of the law: 1) Raising the price of the property you are interested in for the purpose of keeping you out; 2) Requiring a higher down payment or security deposit from you but not from others on an equal basis.

**False Denials of Availability**
Federal, state, and local laws prohibit real estate sales persons, brokers and property agents from telling you the property you are interested in is unavailable...when it is in fact available for rent or purchase.

**Advertising Discrimination**
Ads or commercials for houses or apartments cannot, by law, show any preferences for renters or buyers based on race, color, religion, sex, disability, national origin, ancestry or families with children.

**Complaints Can Be Filed With:**
Local “Human Relations”, “Human Resources” or “Civil Rights” board or staff. Check with City Hall. Statewide in Kansas, contact

**The Kansas Human Rights Commission**
1-888-793-6874

**U.S. Department of Housing and Urban Development**
1-800-743-5323

Help “Stop” Discrimination
Sepa Sus Derechos
Justo Albergar Hechos

La CONDICION de tener el derecho de escoger donde vivir. Cualquier presión de venta de bienes raíces, alquiler o arrendar a agente que desalienta usted de ser propietario o arrendar en ciertas propiedades, en ciertas áreas del pueblo podrán ser considerados dirigir. Por ejemplo, un agente de propiedades indica, "Esto no es su clase de vecindario" ... "Usted no sabe donde viven" ... "Ninguno de su clase de personas vive aquí" ... "Esto no le permite vivir las leyes que prohíben dirigiendo.

La DISCRIMINACIÓN DE ALQUILER que impone términos de acuerdo de arrendamiento diferentes a otros moradores. Esto y prohíbe el cobro de diferentes términos para alquilar o arrendar en ciertos

La RACIAL discriminación en una situación en la que el propietario del alquilar el mismo tipo de propiedades en la misma área, el mismo tipo de propiedad no pueden ser evaluados. Albergando Instalaciones con tipos de arrendamiento, también puede ser en la discriminación de la ley. Existen diferentes tipos de precio de la propiedad al que el interesado en el alquilar propietario de mantenerle en su arrendamiento. Realizando un desembolso, si el arrendador no puede ser evaluado a un precio de las leyes que prohíben dirigiendo.

Las NEGACIONES DE APLICABILIDAD. El estado, tiene leyes que prohíben que una persona a la que el propietario o agente de propiedades se adhiera al precio de la propiedad en el que el interesado en el arrendamiento no puede ser evaluado en una situación en la que el propietario del alquilar el mismo tipo de propiedades en la misma área, el mismo tipo de propiedad no pueden ser evaluados. Albergando Instalaciones con tipos de arrendamiento, también puede ser en la discriminación de la ley. Existen diferentes tipos de precio de la propiedad al que el interesado en el alquilar propietario de mantenerle en su arrendamiento. Realizando un desembolso, si el arrendador no puede ser evaluado a un precio de las leyes que prohíben dirigiendo.

La DISCRIMINACIÓN DE RAZA. Propietarios de DISCRIMINACIÓN o propaganda para que el apartamiento en el que el propietario o agente de propiedades se adhiera al precio de la propiedad en el que el interesado en el arrendamiento no puede ser evaluado en una situación en la que el propietario del alquilar el mismo tipo de propiedades en la misma área, el mismo tipo de propiedad no pueden ser evaluados. Albergando Instalaciones con tipos de arrendamiento, también puede ser en la discriminación de la ley. Existen diferentes tipos de precio de la propiedad al que el interesado en el arrendamiento. Realizando un desembolso, si el arrendador no puede ser evaluado a un precio de las leyes que prohíben dirigiendo.

Las QUEJAS PUEDEN SER ARCHIVADAS CON: Las "Relaciones Humanas" locales, los "Relaciones Humanas" de la "Civil de Derechos" o provee Verifique con Municipalidad. A todo el personal de las oficinas.

The Kansas Human Rights Commission
1-888-793-6874

U.S. Department of Housing and Urban Development
1-800-743-5323

Ayuda Discriminación de "Parada"
Change Order No. One (1)

Date of Issuance: February 25, 2019  
Effective Date: February 25, 2019

Owner: City of Neodesha, KS  
Owner's Contract No.:

Contractor: Crossland Heavy Contractors, Inc.  
Contractor's Project No.: 18K10WP

Engineer: Professional Engineering Consultants, P.A.  
Engineer's Project No.: 331-15E65-001-2005

Project: Neodesha River Intake Improvements

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Increase the contract amount by $12,494.07 per the attached change order requests from the Contractor. The increase in costs for change order request #1 are associated with intake grating modifications and adding ladders and ladder shield to the intake structure at the request of City Staff. Change order request #1 includes a deduct in costs due to approved material changes to the pre-engineered metal building. Change order request #2 increases the cost due to changes to the cofferdam design.

Attachments: Change order requests #1 and #2 from the Contractor.

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE</th>
<th>CHANGE IN CONTRACT TIMES</th>
</tr>
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<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$1,812,031.23</td>
<td>Substantial Completion: 150 days</td>
</tr>
<tr>
<td></td>
<td>Ready for Final Payment: 180 days</td>
</tr>
</tbody>
</table>

[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:

Contract Price prior to this Change Order:

$1,812,031.23

Increase of this Change Order:

$12,494.07

Contract Price incorporating this Change Order:

$1,824,525.30

[Increase] [Decrease] of this Change Order:

Contract Times prior to this Change Order:

Substantial Completion: No Change  
Ready for Final Payment: No Change

Contract Times with all approved Change Orders:

Substantial Completion: 150 days  
Ready for Final Payment: 180 days

By:  

Engineer  
Title: Project Engineer  
Date: 2/27/2019

Approved by Funding Agency (if applicable)

By:  
Title:  
Date:

ACCEPTED:  
By: Joe Eschbacher  
Title: Owner (Authorized Signature)  
Date: 26-FEB-2019

ACCEPTED:  
By:  
Title: Contractor (Authorized Signature)  
Date:  

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EJCDC C-941, Change Order.  
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.  
Page 1 of 1
MEMORANDUM OF UNDERSTANDING

COMES NOW, City of Neodesha (hereafter called “Buyer”) and Westar Energy, Inc. (hereafter called “Supplier”), entering into the following Memorandum of Understanding (“MOU”) involving the current and future business relationship between the parties as further described below.

RECITALS

WHEREAS, Supplier is interested in developing a small scaled solar project of less than 10 MW AC to be located on the local distribution system (the “Facility”) with an anticipated commercial operating date to be determined. Buyer is interested in potentially purchasing the entire output of the proposed Facility, and Supplier wishes to grant Buyer first right to purchase the Facility.

WHEREAS, Buyer desires to procure the services of Supplier in the evaluation and potential procurement and development of the Facility.

WHEREAS, subject to the execution of a mutually agreeable definitive agreement as described in more detail in this MOU, Supplier wishes to memorialize the compensation to be owed by Buyer to Supplier (or a person designated by Supplier to act on behalf of Supplier) in providing preliminary engineering and procurement estimates for the construction of the Facility.

Memorandum of Understanding
AGREEMENT:

Now, therefore, in consideration of the foregoing Recitals and the mutual agreements set forth herein, and the mutual benefits to be derived therefrom, the parties hereto further agree as follows:

1. For consideration of services which are dependent upon Supplier providing preliminary engineering and procurement estimates, once the preliminary budget has been determined by Supplier, the Buyer shall determine whether to move forward with negotiations for the construction of the Facility within a commercially reasonable time frame. The fee due to Supplier for developing the preliminary engineering and procurement estimates for the construction and operation of the Facility is based on the following scale:
   a. 3 MW or less - $5,000
   b. 3 MW to 6 MW - $8,500 and;
   c. Above 6 MW - $11,000
   d. Fifty percent (50%) of total fees due shall be paid upon executing this agreement and any outstanding fees will be due and payable upon completion of the evaluation and submission of the invoice to the Buyer.

2. (a) Unless terminated earlier pursuant to Section 2(b) below or extended by the mutual written agreement of the parties, this MOU shall be effective until December 31, 2020 (the “Term”).
   (b) This MOU will automatically terminate upon execution of any definitive agreement addressing the procurement of the Facility. In
addition, this MOU may be terminated: (i) at any time by the mutual written consent of the parties; or (ii) by Buyer upon written notice to Supplier (Attn: Clean Energy Development Mgr, Power Marketing, 818 S. Kansas Avenue, Topeka, KS 66612) for any reason prior to expiration of the Term; provided, however, it is understood that during the preliminary engineering and evaluation of the Facility by Supplier, Buyer shall provide exclusive rights for the development of the Facility to Supplier.

3. Each of the parties shall be responsible for and bear all of its respective costs and expenses incurred at any time in connection with pursuing or consummating the terms of this MOU.

4. This Memorandum of Understanding is governed by and will be construed under the laws of the state of Kansas.
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers thereunto and the respective corporate seals will be affixed next to their signature the day and year of signing.

Westar Energy, Inc.

By: 

______________________________

Title:____________________________

Date:____________________________

City of Neodesha, Kansas

By: Terry M. Harper

______________________________

Title: Mayor____________________________

Date: March 13, 2019____________________________