

# Agenda

City Commission of the City of Neodesha, KS  
September 12, 2018 2:00 p.m.

## Item 1: Opening Session

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

## Item 2: Public Comments

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

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

## Item 4: Business Items to Consider

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

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

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

## Item 6: Executive Session:

## Item 7: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**September 12, 2018**

**Additions to the Agenda**

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

**Consent Agenda**

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

**Business Items to Consider**

**4.A Sr. Citizens By-laws Amended**

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

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

**4.B HACH Service Agreement**

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

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

**4.C George K. Baum Underwriting Memorandum of Understanding**

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

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

**4.D Appoint Voting Delegate for League Conference**

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

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

#### **4.E Transformer Quote**

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

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

#### **4.F Accept Resignation due to Retirement**

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

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

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

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

Commission and Administrator Reports were heard.

Public Comments were invited and heard.

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

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

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

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

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

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

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

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

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

#### **RESOLUTION 18-07**

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

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

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

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

The Personnel Policy Manual for the City of Neodesha dated August 22, 2018 is hereby adopted effective as of the date of this resolution.

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

#### **RESOLUTION 18-08**

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

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

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

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

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

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

The Position Classification and Pay Plan for the City of Neodesha dated August 22, 2018 is hereby adopted effective as of the date of this resolution, with pay grade implementation becoming effective on the employee's anniversary date, 2018.

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

Administrator Truelove addressed the Commission regarding the Dangerous Structure at 1318 N. 9<sup>th</sup> and 1324 N. 9<sup>th</sup>. This is the same structure but sits on two different parcels. Discussion was held.

**RESOLUTION NO. 18-09**

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

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

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

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

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

**RESOLUTION NO. 18-10**

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

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

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

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

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

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

**RESOLUTION NO. 18-11**

**A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND**

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**OCCUPANTS OF THE STRUCTURE LOCATED AT 1401 N. 2ND, LEGAL DESCRIPTION: BLOCK 3, LOTS 13-19, DEER'S SUBDIVISION, CITY OF NEODESHA, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.**

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

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

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

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

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

**RESOLUTION NO. 18-12**

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

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

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

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

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

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

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

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

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

Administrator Truelove addressed the Commission regarding a request to (continued on next page)

Neodesha, Kansas  
August 22, 2018 (cont.)

change the parking designation in front of the High School. Discussion was held.

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

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

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

ATTEST:

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Terry M. Harper, Mayor

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Bobby Busch, City Clerk/Finance Dir.

**SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS**

Neodesha, Kansas  
September 6, 2018

To the Board of Commissioners:

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

1. Resolution: Adopting Revised Personnel Policy Manual
2. Resolution: Adopting Revised Classification & Pay Plan
3. Resolution: Dangerous Structures 1318 N. 9<sup>th</sup>
4. Resolution: Dangerous Structures 1324 N. 9<sup>th</sup>

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

**RESOLUTION 18-13**

**A RESOLUTION ADOPTING AND ESTABLISHING PERSONNEL POLICIES FOR THE CITY OF NEODESHA, KANSAS AND REPEALING RESOLUTION 18-07 AND ANY OTHER PERSONNEL POLICIES THAT MAY HAVE BEEN ADOPTED BY THE CITY COMMISSION.**

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

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

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

The Personnel Policy Manual for the City of Neodesha dated September 7, 2018 is hereby adopted effective as of the date of this resolution.

**BE IT FURTHER RESOLVED** that Resolution 18-07 and any other prior personnel policies are hereby repealed.

Commissioner Moffatt moved to adopt Resolution 18-13 revising the Personnel Policy Manual dated September 7, 2018 for the City of Neodesha. Seconded by Commissioner Johnson. Motion carried.

**RESOLUTION 18-14**

**A RESOLUTION ADOPTING AND ESTABLISHING A POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA, KANSAS AND REPEALING RESOLUTION 18-08 AND ANY OTHER POSITION CLASSIFICATION AND PAY PLAN THAT MAY HAVE HERETOFORE BEEN ADOPTED BY THE NEODESHA CITY COMMISSION.**

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

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

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

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

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

The Position Classification and Pay Plan for the City of Neodesha dated September 7, 2018 is hereby adopted effective as of the date of this resolution, with pay grade implementation being effective starting on the September 2, 2018 pay period.

**BE IT FURTHER RESOLVED** that Resolution 18-08 and any other prior personnel policies are hereby repealed.

Commissioner Johnson moved to adopt Resolution 18-14 revising the Position Classification and Pay Plan dated September 7, 2018 for the City of Neodesha. Seconded by Commissioner Moffatt. Motion carried.

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**RESOLUTION NO. 18-15**

**A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1318 N. 9<sup>TH</sup>, LEGAL DESCRIPTION: BLOCK 2, LOTS 63-67 AND THE SOUTH 7' OF LOT 68 AND NORTH 13' OF LOT 62, WESTLAWN ADDITION, CITY OF NEODESHA, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE; AND REPEALING RESOLUTION 18-09.**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Governing body of the City of Neodesha that a hearing will be held on the 24<sup>th</sup> day of October, 2018, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8<sup>th</sup>; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1318 N. 9<sup>th</sup> may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

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

**BE IT FURTHER RESOLVED** that prior Resolution 18-09 is hereby repealed, voided and of no force or effect.

Commissioner Moffatt moved to adopt Resolution 18-15 setting a public hearing for October 24, 2018 as presented. Seconded by Commissioner Johnson. Motion carried.

**RESOLUTION NO. 18-16**

**A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1324 N. 9<sup>TH</sup>, LEGAL DESCRIPTION: BLOCK 2, N 8' OF LOT 68 AND ALL OF LOTS 69 AND 70, AND THE S 7' OF LOT 71, WESTLAWN ADDITION, CITY OF NEODESHA, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE; AND REPEALING RESOLUTION 18-10.**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Governing body of the City of Neodesha that a hearing will be held on the 24<sup>th</sup> day of October, 2018, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8<sup>th</sup>; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1324 N. 9<sup>th</sup> may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

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

Commissioner Johnson moved to adopt Resolution 18-16 setting a public hearing for October 24, 2018 as presented. Seconded by Commissioner Moffatt. Motion carried.

At 2:20 p.m. Commissioner Moffatt moved to adjourn the meeting. Seconded by Commissioner Johnson. Meeting adjourned.

ATTEST:

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Terry M. Harper, Mayor

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Bobby Busch, City Clerk

**APPROPRIATION REPORT****ORDINANCE NO 15****9/12/2018**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	223.47	51897	9/12/2018
A T & T	PHONE CHARGES	189.17	51898	9/12/2018
A T & T	FIBER OPTIC SYSTEM	768.30	51899	9/12/2018
ADVANCE CONTROL SOLUTIONS LLC	BATTERY REPLACEMENT	203.76	51900	9/12/2018
ADVANCE INSURANCE COMPANY	SEPTEMBER PREMIUMS	475.02	51902	9/12/2018
ALTEC INDUSTRIES INC	POLE SAW, ROPE ADJUSTMENT	2,896.40	51903	9/12/2018
ATMOS ENERGY	SEPTEMBER BILLING	79.37	51904	9/12/2018
BEN MINOR MARINE	PROP, PARTS	194.80	51905	9/12/2018
BLUBOOTS	UNIFORMS	1,089.89	51906	9/12/2018
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,008.98	51907	9/12/2018
CABLE ONE	INTERNET SERVICE - PD	249.47	51559	7/18/2018
CABLE ONE	INTERNET SERVICE - CITY HALL	119.26	51560	7/18/2018
CABLE ONE	INTERNET SERVICE - ELECTRIC SHOP	122.00	51569	8/14/2018
CABLE ONE	INTERNET SERVICE - PD	124.19	51570	8/14/2018
CABLE ONE	INTERNET SERVICE - SR CENTER	57.69	51818	8/28/2018
CABLE ONE	INTERNET SERVICE - ELECTRIC SHOP	130.02	51819	8/28/2018
CABLE ONE	INTERNET SERVICE - CITY HALL	118.68	51908	9/12/2018
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	127.49	51909	9/12/2018
CORE & MAIN	TEES, CLAMPS, LIDS	634.20	51911	9/12/2018
CULLIGAN OF INDEPENDENCE	SEPTEMBER WATER SERVICE	204.07	51912	9/12/2018
D & D AUTO REPAIR & ALIGNMENT	AUTO SERVICE & REPAIR, TIRES	479.25	51913	9/12/2018
DEPEW LAW FIRM	ATTORNEY FEES	5,320.00	51914	9/12/2018
FASTENAL COMPANY	BLADE, SAFETY GLASSES	518.28	51915	9/12/2018
FED EX	SHIPPING CHARGES	36.40	51916	9/12/2018
FLINTHILLS FIRE & RESCUE APP	COUPLINGS, HOSE	1,034.17	51917	9/12/2018
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALLS	2,120.72	51918	9/12/2018

FREDONIA NAPA PARTS & SERVICE	FILLER CAP	3.80	51919	9/12/2018
GERKEN RENT-ALL	SANITATION UNITS	739.80	51920	9/12/2018
HAWKINS INC	CHEMICALS	4,700.24	51921	9/12/2018
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES, TOWELS	254.08	51922	9/12/2018
INDEPENDENCE DAILY REPORTER	YEARLY SUBSCRIPTION	111.95	51923	9/12/2018
JAY NEWTON	REIMBURSE MILEAGE & EXPENSES	531.50	51939	9/12/2018
JERRY HALL'S COMMUNICATIONS	RADIOS	1,190.00	51924	9/12/2018
JULIE RAMEY	REIMBURSE BROKEN WINDOW	222.29	51944	9/12/2018
KA-COMM INC	STROBE TUBE	164.61	51925	9/12/2018
KANSAS CORPORATION COMMISSION	PIPELINE INSPECTION FEES	1,143.00	51926	9/12/2018
KANSAS DEPT OF HEALTH & ENVIRO	CERTIFICATE RENEWAL/B WHEELER	20.00	51930	9/12/2018
KANSAS ONE-CALL SYSTEM, INC	AUGUST LOCATES	36.00	51927	9/12/2018
KANSAS STATE TREASURER	POOL BOND & INTEREST PAYMENT	268,767.50	51928	9/12/2018
KANSASLAND TIRE WHOLESALE	TIRES	1,022.46	51929	9/12/2018
KOONS GAS MEASUREMENT	REBUILD KIT	80.87	51931	9/12/2018
KSAFC	KSAFC CONFERENCE FEES	205.00	51932	9/12/2018
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	300.89	51933	9/12/2018
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,067.74	51934	9/12/2018
MIDWEST COMPUTER SALES	VEEAM BACK UP RENEWAL, IT SERVICES	1,078.00	51935	9/12/2018
NEODESHA DERRICK	PUBLICATIONS	746.00	51936	9/12/2018
NEODESHA HOME & GARDEN SUPPLY	BLDG MATERIALS & SUPPLIES	57.39	51937	9/12/2018
NEW BEGINNINGS ENTERPRISES INC	DOCUMENT DESTRUCTION	16.00	51938	9/12/2018
ORSCHELNS	HOSE, AERATOR	22.95	51940	9/12/2018
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICES	2,917.00	51941	9/12/2018
PRAIRIE FIRE COFFEE	COFFEE SERVICE	40.90	51942	9/12/2018
QUILL CORPORATION	FAX MACHINE, TONER, INK	516.05	51943	9/12/2018
RANKIN MEMORIAL LIBRARY	TAX DISTRIBUTION	30,143.80	51817	8/28/2018
RODNEY M SCHLEGEL II	ADDT'L CONCRETE - LE STORE	1,458.00	51945	9/12/2018
ROMANS OUTDOOR POWER	U JOINT	54.31	51946	9/12/2018

RUGGED STEEL WORKS LLC	DUMPSTERS, CASTERS, LIDS	4,773.50	51947	9/12/2018
RURAL WATER DISTRICT NO 4	AIRPORT WATER	27.16	51561	7/24/2018
SENSIT TECHNOLOGIES	CALIBRATE EQUIPMENT	130.63	51948	9/12/2018
SHELBY J CONNER	WINDOW CLEANING - SR CENTER	15.00	51910	9/12/2018
SOCKET	PHONE CHARGES	243.71	51813	8/15/2018
STANION WHOLESALE ELECTRIC	LED CARETAKERS, PHOTO CELLS	4,325.00	51949	9/12/2018
STERICYCLE INC	DISPOSAL SERVICE	155.19	51950	9/12/2018
STOP STICK LTD	STOP STICK RACK KIT	493.00	51951	9/12/2018
STUDEBAKER REFRIGERATION INC	EQUIPMENT RENTAL - ICE MACHINE	85.00	51952	9/12/2018
TASC	ADMIN & CLAIM CARD FEES	476.91	51953	9/12/2018
TBS ELECTRONICS INC	BATTERY PACK	95.00	51954	9/12/2018
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	1,361.07	51955	9/12/2018
TWINMOUNDS.COM	ONLINE BACK UP SOLUTIONS	29.95	51956	9/12/2018
UNIFIRST CORPORATION	UNIFORM SERVICE	3,727.71	51957	9/12/2018
US BANK	COPIER LEASE	831.90	51814	8/15/2018
US CELLULAR	CELL PHONE CHARGES	72.39	51958	9/12/2018
US POST OFFICE	UTILITY BILL MAILING	298.48	51566	7/31/2018
US POST OFFICE	UTILITY BILL MAILING	299.04	51821	8/31/2018
USA BLUE BOOK	VALVE, PEDESTAL & BOX LOCATOR	689.09	51959	9/12/2018
VISA CARD SERVICES	LODGING, EXPENSES, CONCESSIONS	4,051.91	51562	7/24/2018
VISA CARD SERVICES	LODGING, EXPENSES, CODE BOOKS	3,264.52	51815	8/15/2018
WALMART COMMUNITY BRC	POOL CONCESSIONS	302.03	51960	9/12/2018
WESTAR ENERGY	AIRPORT BILLING	81.49	51563	7/24/2018
WESTAR ENERGY	STREET LIGHTS @ OTTAWA	71.39	51564	7/24/2018
WESTAR ENERGY	STREET LIGHTS @ OTTAWA	72.15	51816	8/15/2018
WESTAR ENERGY	AIRPORT BILLING	64.25	51961	9/12/2018
WESTERN AUTO	REFRIGERATOR FOR SR CENTER	1,070.00	51558	7/2/2018
WEX BANK	FUEL	7,418.23	51565	7/24/2018
WEX BANK	FUEL	9,034.33	51820	8/28/2018

WILSON MEDICAL CENTER	AUGUST SALES TAX DISTRIBUTION	24,119.38	51962	9/12/2018
WW GRAINGER INC	CALIBRATION GAS	295.25	51963	9/12/2018
YARDBIRDS	CATERING FOR ECO DEVO MEETING	160.00	51568	8/7/2018
<b>**** PAID TOTAL ****</b>		<b>405,271.84</b>		



**NEODESHA SENIOR CITIZENS CENTER  
422 MAIN NEODESHA, KANSAS 66757**

**BYLAWS  
(Amended 8/8/2018)**

**ARTICLE I  
Organization**

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

**ARTICLE II  
Membership Participation and Fees**

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

**ARTICLE III  
Board of Directors**

**Section 1**

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

**Section 2**

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

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

**Section 3**

Each year the Board of Directors shall elect from among themselves the following officers: President, Secretary and Treasurer. The President and Secretary shall serve three (3) year terms and the Treasurer shall serve a two (2) year term.

#### **Section 4**

Regular attendance is important for the efficient conduct of business by the Board. The Board may, by majority consensus, recommend termination to the Neodesha City Commission for any member who misses three (3) consecutive meetings or four (4) meetings in a calendar year.

#### **Section 5**

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

### **ARTICLE IV Board Meetings**

#### **Section 1**

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

#### **Section 2**

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

#### **Section 3**

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

#### **Section 4**

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

#### **Section 5**

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

#### **Section 6**

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

#### **Section 7**

The Secretary shall keep a record of each meeting, prepare written minutes, and submit these for approval by the Board. A copy of the approved minutes shall be submitted to the City Clerk. He/she will also prepare written communications involving activities both within and



outside the Center. (e.g. – Posting of notices, writing letters, etc.)

### **Section 8**

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

### **Section 9**

All financial records and Secretary's minutes shall be housed at the Senior Center.

## **ARTICLE V**

### **Use of Ancillary Personnel**

#### **Section 1**

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

## **ARTICLE VI**

### **Use of the Center**

#### **Section 1**

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

#### **Section 2**

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

#### **Section 3**

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


#### **Section 4**

Guidelines for the use of the Center's facilities will be posted in a common place at the Center, and included in each contract negotiated with outside groups using the Center.

**ARTICLE VII**  
**Amendments to the Bylaws**

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

<i>President</i>		<i>Treasurer</i>
<i>Secretary</i>		<i>Board Member</i>
<i>Board Member</i>		<i>Board Member</i>
<i>Board Member</i>		

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 5 Partnership Number : HACH520354
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>



**Partnership Number :** HACH520354      **Version :** 0.22      **Quotation Date :** 30-AUG-18  
**Hach Company Contact :** Ballard, Brent Allen      **Service Partnership Phone :**      **Expiration Date :** 26-SEP-18  
**Customer Ref :** Renewal Quote      **Service Partnership Email :** bballard@hach.com  
**Customer Phone :** 3252750      **Customer Fax :**      **Customer Contact :** BAIR, JAY  
**Customer Email :** jbair@ci.neodesha.ks.us

**Bill-To Account # 124018**

**Ship-To Account # 124018**

Customer Name	CITY OF NEODESHA	Customer Name	CITY OF NEODESHA	<b>Payment Terms:</b>	Net 30
Address4		Address4		<b>Billing Method:</b>	Annual-Invoices on START Date
Address1	PO BOX 336	Address1	1407 N 8TH ST	<b>Currency:</b>	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	NEODESHA-KS-66757	City,State, Postalcode	NEODESHA-KS-66757		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPSS7	30-SEP-18	29-SEP-19	Fld Svc-2V Surface Scatter 7:30-SEP-2018:29-SEP-2019 SS7 HACH SENSOR ASSY ; 140700501687	920.00
	1.1 LPV431.99.00002				
2	FSP1720E	30-SEP-18	29-SEP-19	Fld Svc-4V 1720E Turb Sensor:30-SEP-2018:29-SEP-2019 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	3,020.00



**HACH SERVICE PARTNERSHIP QUOTATION**

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

*Purchase Orders*

Page :  
Partnership Number :


*WebSite:* [www.hach.com](http://www.hach.com)

2 of 5  
HACH520354

*Remittance*  
2207 Collections Center Dr  
Chicago, IL 60693

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

2.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499152	
2.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499155	
2.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499156	
2.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499191	
3	FSPCL17	30-SEP-18	29-SEP-19	Fld Svc-2V CL17 Cl(current):30-SEP-2018:29-SEP-2019 Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates. CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 131000484833	1,198.00
3.1	5440200				
4	FSPSC200	30-SEP-18	29-SEP-19	Fld Svc-1V SC200 Controller:30-SEP-2018:29-SEP-2019 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097758 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097739 sc200 CONTROLLER, AC-DC, DIG, HACH ; 1406C0097631	747.00
4.1	LXV404.99.00552				
4.2	LXV404.99.00552				
4.3	LXV404.99.00502				
5	FSP2100N	30-SEP-18	29-SEP-19	Fld Svc-1V 2100N Turb:30-SEP-2018:29-SEP-2019 oo 2100N LAB TURB, EPA 1821 ; 020200007416	414.00
5.1	4700000				
6	BSPPLUSDR2800	30-SEP-18	29-SEP-19	BenchPlus-DR2800:30-SEP-2018:29-SEP-2019 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1258686	699.00
6.1	DR2800-01				
7	BSPPLUSHQD411	30-SEP-18	29-SEP-19	BenchPlus-HQD411:30-SEP-2018:29-SEP-2019 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades	338.00

	<p><b>HACH SERVICE PARTNERSHIP QUOTATION</b></p> <p><i>Headquarters</i>  P.O. Box 389  5600 Lindbergh Drive  Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	Page : Partnership Number :  WebSite: <a href="http://www.hach.com">www.hach.com</a>	4 of 5 HACH520354  <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693  <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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**6. PAYMENTS:**

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

**7. LIMITED WARRANTY:**

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

**8. INDEMNIFICATION:**

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

**9. PATENT PROTECTION:**

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

**10. TRADEMARKS AND OTHER LABELS:**

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

**11. SOFTWARE:**

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

**12. PROPRIETARY INFORMATION; PRIVACY:**

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

**13. CHANGES AND ADDITIONAL CHARGES:**

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

**14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:**


In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

**15. LIMITATIONS ON USE:**

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

**16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:**

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 5 of 5 Partnership Number : HACH520354
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>

regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danabar.com/integrity-and-compliance> and [www.danabarintegrity.com](http://www.danabarintegrity.com) for a copy of the SOC and for access to our Helpline portal.

**17. FORCE MAJEURE:**

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

**18. NON ASSIGNMENT AND WAIVER:**

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

**19. LIMITATION OF LIABILITY:**

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

**20. APPLICABLE LAW AND DISPUTE RESOLUTION:**

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

**21. ENTIRE AGREEMENT & MODIFICATION:**

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

**NON-BINDING UNDERWRITER  
MEMORANDUM OF UNDERSTANDING**

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

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

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

1. GKB shall provide the Issuer with investment banking services for and related to the Transaction, including the analysis of cost factors relative to the underwriting or private placement of bonds and other instruments relative to the financing of the Project.
2. It is expressly understood and agreed that this MOU is not under any circumstances to be construed as requiring GKB to perform services which may constitute the practice of law. GKB is preliminarily engaged and designated in an expert financial capacity only.
3. It is expressly understood and agreed that, under this MOU, GKB is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer. GKB is preliminarily engaged and designated by Issuer to act as a principal in a commercial, arm's length transaction as the Issuer's underwriter for the Transaction. As such, GKB has financial and other interests that differ from those of the Issuer.
4. It is expressly understood and agreed that this MOU is *preliminary and non-binding on the Issuer and may be terminated by the Issuer without penalty or liability for any costs incurred by GKB*. If the Issuer in its sole discretion decides to proceed with the Transaction, the parties will negotiate and execute a separate binding underwriter engagement agreement.

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

AGREED TO AND ACCEPTED:

GEORGE K. BAUM & COMPANY

By: 

Title: Senior Vice President

GKB Project Code: \_\_\_\_\_

CITY OF NEODESHA, KANSAS

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

Title: Terry M. Harper, Mayor

GKB 2018-04-02

**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

[Signature]  
Signature

Senior Vice President  
Title

9/6/18  
Date

**RECEIPT ACKNOWLEDGED BY THE ISSUER**

City of Neodesha, Kansas

Date: Sept. 12, 2018

Printed Name of Authorized Person: Terry M. Harper

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



August 1, 2018

Dear City Clerks, City Managers, or City Administrators:

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

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

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

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

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

Population	Votes	Delegate Forms	Alternate Forms
1 – 2,500	1	1	1
2,501 – 7,500	2	2	2
7,501 – 17,500	3	3	3
17,501 – 37,500	4	4	4
37,501 – 77,500	5	5	5
77,501 – 117,500	6	6	6
117,501 – 157,500	7	7	7
157,501 – 197,500	8	8	8
197,501 – 237,500	9	9	9
237,501 – 277,500	10	10	10
277,501 – 355,500	11	11	11
355,501 – 395,500	12	12	12

- page 2

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

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

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

Sincerely,



Erik A. Sartorius  
Executive Director

Enclosures



*When it's on the line.*

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

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

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

QTY	DESCRIPTION	EACH (USD)
10	Single Phase Pole Mount - 25 KVA	\$515.00
Engineering Quote Number: HV: 7620/13200Y LV: 120/240 Taps: None Primary Bushings: 2) Cover Mount - Eyebolts Secondary Bushings: 3) Sidewall Mount - Eyebolts Degree Rise: 65 °C ONAN Frequency: 60 Hertz Impedance: Standard Additional Specs: Conventional		
	Non-PCB Mineral Oil	

QTY	DESCRIPTION	EACH (USD)
10	Single Phase Pole Mount - 25 KVA	\$560.00
Engineering Quote Number: HV: 2400/4160Y x 7620/13200Y LV: 120/240 Taps: None Primary Bushings: 2) Cover Mount - Eyebolts Secondary Bushings: 3) Sidewall Mount - Eyebolts Degree Rise: 65 °C ONAN Frequency: 60 Hertz Impedance: Standard Additional Specs:		
	Non-PCB Mineral Oil	
	Dual Voltage Switch	

Completely Reconditioned to Nameplate Specifications  
 Shipment: 2-3 Weeks

FOB Allowed To: Neodesha, KS  
Warranty: 3 Years  
Terms: Net 30 with approved credit

Prices valid for 30 days. Units subject to availability. Please see attached Terms and Conditions.

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.

Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE Standards.

Notify Solomon Corporation at time of quotation should the unit(s) be subject to harmonics, motor starting, shovel duty, or other special service conventions.