

Agenda

City Commission of the City of Neodesha, KS
February 26, 2020 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 February 11, 2020 Special Call Minutes
- Approval of February 12, 2020 Minutes
- Approval of February 18, 2020 Special Call Minutes
- Appropriation (2020) 03
- Raw Water Bond Project Pay App 66

Item 4: Business Items to Consider

- A. Gas Line Project: Approve Letter of Engagement
- B. Get Fit Lease
- C. Approve Purchase of Police Department Vehicle Cameras

Item 5: Date/Time of Next Regular Meeting

Wednesday, March 11, 2020 at 2:00 p.m. -- Regular Meeting, City Hall

Item 6: Executive Session: Non-Elected Personnel

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
February 26, 2020

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: Gas Line Project: Approve Letter of Engagement

For the financial processes on the gas line project, the Commission is asked to approve a Letter of Engagement with Stifel, Nicolaus & Company, Inc. This letter of engagement will provide for Dave Arteberry to support us throughout the procurement of temp note financing.

RECOMMENDED MOTION: *I move to approve the letter of engagement with Stifel, Nicolaus & Company, Incorporated, for financial services related to the gas line project.*

4.B: Get Fit Lease

The Commission is asked to approve the renewal of the Get Fit building lease with Wilson Medical Center.

RECOMMENDED MOTION: *I move to approve the Get Fit building lease with Wilson Medical Center as presented.*

4.D: Approve Purchase of Police Dept Vehicle Cameras

The Chief of Police is asking the Commission to approve the purchase of video cameras for police vehicles. The quote, from Kustom Signals, Inc., will provide equipment, and installation, for three police vehicles.

RECOMMENDED MOTION: *I move to approve the purchase of police vehicles cameras from Kustom Signals, Inc., at a cost not to exceed \$16,110.*

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
February 11, 2020

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting at 12:00 noon on Tuesday, February 11, 2020 for the following purposes:

1. Executive Session: Attorney/Client Privilege

The Board of Commissioners met in a Special Call session at 12:00 noon on Tuesday, February 11, 2020 with Mayor Johnson presiding and Commissioner Moffatt present.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, and City Attorney for a consultation with the attorney for the body or agency which would be deemed privileged in the attorney-client relationship, per KSA 75-4319(b)(2). The open meeting will resume in the Commission Room at 12:15 p.m. Seconded by Mayor Johnson. Motion carried.

At 12:15 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action taken. City Attorney, Doug Depew, left the meeting at this time.

Administrator Truelove briefed the Commission on upcoming City projects.

General discussion was held with the Governing Body regarding ongoing City projects with no action taken.

At 1:30 p.m. Commissioner Moffatt moved to adjourn the meeting. Seconded by Mayor Johnson. Meeting adjourned.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, February 12, 2020 with Mayor Johnson presiding and Commissioner Moffatt present.

Tom Nichol, duly appointed Commissioner of the City of Neodesha on the 29th day of January, 2020, having subscribed to his Oath of Office, takes his seat as Commissioner on this 12th day of February, 2020.

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

Commission and Administrator Reports were heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the Consent Agenda consisting of the minutes from the January 22, 2020 Commission meeting; minutes from the January 29, 2020 Special Call meeting; Appropriation (2020) 02; and Raw Water Bond Project Pay Application 65. Seconded by Commissioner Moffatt. Motion carried.

The Commission welcomed Brett Thornton and Darren Wiley from Frontier Farm Credit for the presentation of grant funding for Jaws of Life equipment to the Neodesha Fire Department.

The Commission welcomed Mr. Jerry Rogers and students Johnny Black, Jocelyn Goodwin and Russell Anderson from Neodesha High School for the presentation of a beautiful American flag made by the SKILLS students to the City of Neodesha and the City Commission.

Administrator Truelove addressed the Commission regarding the construction bid for the Gas Line Project. Discussion held.

Commissioner Nichol moved to accept the construction bid from NPL Construction Company, with a construction cost not to exceed \$1,699,401, and authorize the Mayor to sign the Notice of Award pending USDA approval, and pending the acquisition of temp note financing. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the position of Community Development Coordinator. Discussion held.

Commissioner Moffatt moved to approve the Community Development Coordinator position at the Pay Plan Grade 08 level. Seconded by Commissioner Nichol. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk and Fire Chief, Duane Banzet, to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 3:15 p.m. Seconded by Commissioner Nichol. Motion carried.

At 3:15 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action taken.

Commissioner Moffatt moved to extend the Executive Session until 3:30 p.m. Seconded by Commissioner Nichol. Motion carried.

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

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, February 26, 2020 at 2:00 p.m.

At 4:05 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
February 18, 2020

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting at 12:00 noon on Tuesday, February 18, 2020 for the following purposes:

1. Ordinance: Approve Gas Line Project Financing Authorizing for Temp Notes
2. Consider Hiring Community Development Director
3. City Project Updates

The Board of Commissioners met in a Special Call session at 12:00 noon on Tuesday, February 18, 2020 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

ORDINANCE NO. 1727

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS, DECLARING IT NECESSARY TO REPLACE THE NATURAL GAS DISTRIBUTION; AND AUTHORIZING AND DIRECTING THE ACQUISITION AND CONSTRUCTION OF SAID IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

Commissioner Nichol made a motion to adopt Ordinance No. 1727 approving the gas line project financing authorizing for temp notes. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the hiring of a Community Development Director. Discussion held.

Commissioner Moffatt moved to approved the hiring of Jeri Hammerschmidt with a yearly salary of \$50,000. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove briefed the Commission regarding ongoing City projects.

General discussion was held with no action taken.

At 1:05 p.m. Commissioner Moffatt moved to adjourn the meeting. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 3****2/26/2020**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
CALLTOWER	PHONE CHARGES	325.51	54341	2/26/2020
CANON FINANCIAL SERVICES	GRAPHICS EQUIPMENT	491.15	54342	2/26/2020
CINTAS	ACETAMINOPHEN	56.23	54343	2/26/2020
CNA SURETY DIRECT BILL	MAYOR & COMMISSIONERS BOND	100	54344	2/26/2020
CONSTELLATION NEWENERGY	JANUARY BILLING	65,340.25	54345	2/26/2020
CORE & MAIN	CLAMP	264.63	54346	2/26/2020
D & D AUTO REPAIR & ALIGNMENT	INTERSTATE BATTERY	667.8	54347	2/26/2020
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY	50	54348	2/26/2020
EQUITABLE LIFE & CASUALTY	OVERPAYMENT	103.54	54349	2/26/2020
FASTENAL COMPANY	KSIND40950-SUPPLIES	167.98	54350	2/26/2020
GERKEN RENT-ALL	17935AP-1-GUN RANGE,TENNIS CRT	648	54351	2/26/2020
HEATH CONSULTANTS, INC	METHANE BAL AIR,BAL NITROGEN	664.64	54352	2/26/2020
INDUSTRIAL SALES COMPANY INC	ELECTROFUSION PROCESSOR	3,960.00	54353	2/26/2020
INTERNAL REVENUE SERVICE	PENALTY DUE-12/31/19	386.06	54354	2/26/2020
KANSAS STATE ASSOC OF FIRE CHI	MEMBER APP-DUANE BANZET	80	54355	2/26/2020
KANSAS STATE TREASURER	MUNICIPAL COURT FEES	469	54356	2/26/2020
KEY EQUIPMENT & SUPPLY CO	CLAMP BOLT,HOLD DOWN LATCH	236.18	54357	2/26/2020
LINE X	SHORT BEDLINER	532.13	54358	2/26/2020
MIDWEST FERTILIZER INC	PROPANE TANK RENTAL 2020	111.69	54359	2/26/2020
MIDWEST MINERALS, INC	392710-ROCK/SAND	3,964.65	54360	2/26/2020
NEODESHA AUTO SUPPLY	OIL/FUEL FILTERS & OIL	1,526.11	54363	2/26/2020
NEWTON BUILDINGS INC	DOOR REPAIR	4,468.88	54364	2/26/2020
OLD SURETY LIFE INS CO	OVERPAYMENT	359.24	54365	2/26/2020
PEREGRINE CORPORATION	AP WARRANTS	451.92	54366	2/26/2020
PORTER DRUG STORE	CONTOUR TEST STRIPS	66.99	54367	2/26/2020
DIANA L POWERS	OVERPAYMENT	75	54368	2/26/2020
QUILL CORPORATION	PD OFFICE SUPPLIES	247.91	54369	2/26/2020

RUSTYS TRUCK REPAIR, LLC	BRAKE CONTROL VALVE	671.31	54370	2/26/2020
CAROL SCHOPF	OVERPAYMENT	268.65	54371	2/26/2020
SCHULTE SUPPLY INC	NEPTUNE TRIDENT WATER METER	355	54372	2/26/2020
SEK ASSOCIATION OF FIRE CHIEFS	2020 MEMBERSHIP DUES	75	54373	2/26/2020
SEKRPC	2020 MEMBERSHIP DUES	50	54374	2/26/2020
SHERWIN WILLIAMS INDEPENDENCE	PAINT	105.4	54375	2/26/2020
DARLENE K SINGHURST	OVERPAYMENT	10	54376	2/26/2020
SOCKET TELECOMM LLC	PHONE CHARGES	110.24	54377	2/26/2020
STARBUCK TRUCKING LLC	TOWING SERVICE	882	54378	2/26/2020
SUMMIT TRUCK GROUP	TRASH TRUCK REPAIR	2,566.97	54379	2/26/2020
SUNDOWNER TROPHIES	COMMISSIONER NICHOL NAMEPLATE	8	54380	2/26/2020
UNIFIRST CORPORATION	UNIFORMS & SUPPLIES	2,832.66	54381	2/26/2020
WESTERN AUTO	57595-SCREWS & BUNGIES	12.81	54382	2/26/2020
WILSON MEDICAL CENTER	JANUARY TAX DISTRIBUTION	42,428.02	54384	2/26/2020
SPARKLIGHT	INTERNET SERVICE-CITY HALL	70.25	54063	2/26/2020
SPARKLIGHT	INTERNET SERVICE-ELEC DEPT	136.39	54064	2/26/2020
WEX BANK	FUEL PURCHASES	5,544.13	54065	2/26/2020
EVERGY	AIRPORT LIGHTS	180.71	54066	2/26/2020
ADVANCE INSURANCE CO OF KS	EMPLOYEE LIFE INSURANCE	533.29	54067	2/26/2020
KEDA	2020 MEMBERSHIP DUES	300.00	54068	2/26/2020
PIZZA HUT	CATERING FOR ECO DEVO MEETING	83.44	54069	2/26/2020
RWD NO 4	AIRPORT WATER	27.16	54189	2/26/2020
EVERGY	STREET LIGHTS @ OTTAWA	67.75	54190	2/26/2020
INTERNAL REVENUE SERVICE	PENALTY DUE-9/30/19	806.51	54191	2/26/2020
SPARKLIGHT	INTERNET SERVICE-PD	120.25	54192	2/26/2020
SPARKLIGHT	INTERNET SERVICE-CITY HALL	120.25	54193	2/26/2020
SOCKET TELECOMM LLC	PHONE CHARGES	243.87	54194	2/26/2020
KMIT	2020 WORKERS COMP INS PREMIUM	63,756.00	54195	2/26/2020
VISA CARD SERVICES	MEMBERSHIP, CATERING & SUPPLIES	1,781.65	54196	2/26/2020
JAMES CLANTON	REFUND FOR OVERPAYMENT UTILITIES	204.11	54197	2/26/2020
ASCAP	2020 MUSIC LICENSE FEE	363.00	54198	2/26/2020
SPARKLIGHT	INTERNET SERVICE-SR CENTER	70.25	54199	2/26/2020
KS DEPT OF REVENUE WPF	OCT-NOV-DEC 2019 WATER FEES	1,111.41	54251	2/26/2020
PIZZA HUT	COMMISSION MTG WORKSESSION	84.55	54252	2/26/2020

ROMANS MOTOR CO	2019 CHEVY 1500-ELECTRIC DEPT	34,711.50	54253	2/26/2020
A & C AUTO GLASS	REPLACEMENT WINDSHIELD-PD	263.00	54254	2/26/2020
US POST OFFICE	JANUARY UTILITY BILLING	313.50	54255	2/26/2020

****TOTAL****

247,084.52

February 26, 2020

Vendor	Invoice No	Check No	Amount	Description
Decker Electric	PR 01	1114	49,400.00	Construction
Midwest Computer Sales	33132	1115	2,500.90	Construction
Midwest Computer Sales	33134	1115	800.00	Construction
GRAND TOTAL			52,700.90	

Approved the day above written.

JD Moffatt, Vice-Mayor

Attest

Stephanie Fyfe, City Clerk

Contractor's Application for Payment No.

1

Application Period: Through January 31, 2020		Application Date: 2/19/2020
To (Owner): City of Neodesha	From (Contractor): Decker Electric	Via (Engineer): Professional Engineering Consultants
Project: Neodesha WTP SCADA/VFD Improvements	Contract: 35-180004-008-2005	
Owner's Contract No.: 35-180004-008-2005	Contractor's Project No.: 1908-012	Engineer's Project No.: 35-180004-008-2005

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ 268,150.00	
Number	Additions	Deductions	2. Net change by Change Orders..... \$	
			3. Current Contract Price (Line 1 ± 2)..... \$ 268,150.00	
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 52,000.00	
			5. RETAINAGE:	
			a. 5% X \$52,000.00 Work Completed..... \$ 2,600.00	
			b. 5% X Stored Material..... \$	
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ 2,600.00	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 49,400.00	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$	
			8. AMOUNT DUE THIS APPLICATION..... \$ 49,400.00	
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 218,750.00	
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				


Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 02/19/2020

Payment of: \$ 49,400
(Line 8 or other - attach explanation of the other amount)

is recommended by:  2/21/2020
(Engineer) (Date)

Payment of: \$
(Line 8 or other - attach explanation of the other amount)

is approved by:  2/24/20
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Neodesha WTP SCADA/VFD Improvements				Application Number: 1				
Application Period: Through January 31, 2020				Application Date: 2/18/2020				
			Work Completed		E	F		G
	A	B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D - E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
	Project Layout & Submittals	\$34,000.00		\$34,000.00		\$34,000.00	100.0%	
	Computer System	\$18,000.00		\$18,000.00		\$18,000.00	100.0%	
	Control Panels - Hardware	\$118,500.00						\$118,500.00
	Software	\$33,000.00						\$33,000.00
	HMI Screen Submittal & Review	\$12,500.00						\$12,500.00
	Panel Installation	\$43,000.00						\$43,000.00
	Startup & Testing	\$9,150.00						\$9,150.00
	Totals	\$268,150.00		\$52,000.00		\$52,000.00		\$216,150.00



Midwest Computer Sales

PO Box 31
12036 Finney Rd
Fredonia KS 66736-0031
(620)288-0266

Invoice

Date	Invoice #
2/14/2020	33132

Bill To

NEODESHA WATER PLANT
PO BOX 336
NEODESHA, KS 66757

P.O. No.	Terms	Due Date	Account #	Project
	Due on Receipt	2/14/2020		
Description	Qty	Rate	Amount	
FHD Fiber Optic Wall Mount Enclosure, 2-Door	2	86.00	172.00	
2-Adapter Panel				
Unmanaged 1x 10/100/1000Base-T RJ45 to 1x 1000Base-X SFP, Gigabit Ethernet Media Converter	2	48.75	97.50	
GLC-BX 000BASE-BX-U BiDi SFP	1	25.00	25.00	
1310nm-TX/1490nm-RX 10km Transceiver				
GLC-BX 000BASE-BX-D BiDi SFP	1	25.00	25.00	
1490nm-TX/1310nm-RX 10km Transceiver				
6x SC Duplex, 12 Fibers OS2 Single Mode FHD Fiber Adapter Panel	2	35.00	70.00	
1m (3ft) LC to SC Simplex OS2 Single Mode Fiber Optic Patch Cable	1	9.95	9.95	
3m (10ft) LC to SC Simplex OS2 Single Mode Fiber Optic Patch Cable	1	12.95	12.95	
Splice Tray Holder for FHD Wall Mount Enclosure	2	10.50	21.00	
1M SC 12 Fibers OS2 Single Mode Bunch Fiber Optic Pigtail	2	19.00	38.00	
12 Fibers Fusion Splice Tray, Plastic	2	8.50	17.00	
Misc Conduit and Parts Used	1	130.00	130.00	
24 strand Singlemode 9/125 OSP Fiber Cable	1,050	0.65	682.50	
Install Cable to New Raw Water, & Splice end points	1	1,200.00	1,200.00	

Serving Customers Since 1996

Total	\$2,500.90
Payments/Credits	\$0.00
Balance Due	\$2,500.90

**Midwest Computer Sales**

PO Box 31
12036 Finney Rd
Fredonia KS 66736-0031
(620)288-0266

Invoice

Date	Invoice #
2/14/2020	33134

Bill To

NEODESHA WATER PLANT
PO BOX 336
NEODESHA, KS 66757

P.O. No.	Terms	Due Date	Account #	Project
	Due on Receipt	2/14/2020		
Description		Qty	Rate	Amount
175ft 24 strand Single Mode Cable, 60ft 2in' conduit, Coyote Fiber Splice Enclosure, splice and replace damaged Fiber and Conduit Repaired Fiber @ Neodesha Water Plant Damaged by Crossland Construction		1	800.00	800.00

REMIT TO: MIDWEST COMPUTER SALES.

Total	\$800.00
Payments/Credits	\$0.00
Balance Due	\$800.00

Ed Truelove, City Administrator
City Hall
1407 North 8th Street
Neodesha, Kansas 66757

RE: FINANCIAL ADVISORY SERVICES
General Obligation Temporary Notes, Series A 2020, for municipal gas utility project

Stifel, Nicolaus & Company, Incorporated ("Stifel") presents for your acceptance this agreement to retain Stifel as financial advisor to the City of Neodesha, Kansas ("Issuer") for the proposed General Obligation Temporary Notes, Series A 2020 (the "Notes") estimated to be issued in the aggregate principal amount of approximately \$1,766,000. This agreement will be effective on the date signed by an authorized representative of Issuer and will authorize Stifel to act as financial advisor through the completed sale of the proposed Notes, at which time this agreement will terminate. This agreement may also be terminated on thirty (30) days written notice by either party.

1. Scope of Work. Stifel agrees to perform the following services for Issuer with respect to the Notes:
 - a. Assume overall responsibility for the financial analysis and structuring recommendations for the Notes;
 - b. In a private placement transaction, assist the Issuer, as requested, with the development of the Request for Proposal/Terms Sheet and related package which would be distributed by the Issuer (after due diligence) to designated financial institution(s);
 - c. Assist Issuer, as requested, in the selection of a purchaser(s), including review of purchaser(s) recommendations to the extent requested in writing by Issuer, and coordinate all activities of the purchaser(s);
 - d. Coordinate with consultants, accountants, bond counsel, other attorneys and staff in connection with the sale of the Notes;
 - e. Coordinate financing time schedule, distribution of documents, wire-transfer of funds, delivery of notes and note closing;
 - f. Attend Issuer meetings as requested, with reasonable advance notice;
 - g. Provide such other services as are mutually agreed upon in writing by Issuer and Stifel.
2. Issuer's Obligations. Issuer agrees that, with respect to the Notes, its staff and consultants will cooperate with Stifel and make available any data in the possession of

Issuer necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.

3. Regulatory Disclosures:

- a. Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 - "the Rule"). Stifel will be serving as a municipal advisor to the Issuer under the Rule and this agreement documents the municipal advisory relationship between Stifel and the Issuer.
- b. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A to this agreement for those disclosures.

4. Compensation:

For Stifel's financial advisory services and expenses in processing this note series to be sold in a single sale, Stifel shall be paid a fee equal to \$10.00 per \$1,000 of notes sold to be paid at the completion of the sale of the Notes. This amount includes all out of pocket expenses.

5. Authority to Direct Financial Advisor:

The following individuals have the authority to direct Stifel's performance of its scope of work under this agreement: Ed Truelove, City Administrator and Stephanie Fyfe, City Clerk.

Respectfully submitted this 11th day of February, 2020.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: _____

Title: _____

ACCEPTANCE

I, _____, upon approval by the governing body of the City of Neodesha, Kansas, hereby accept the agreement as submitted by Stifel, Nicolaus & Company, Incorporated relative to the financial advisory services, as described herein.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

City of Neodesha, Kansas Financial Advisory Services for General Obligation Temporary Notes, Series A 2020

MSRB Rule G-42 Disclosures

As municipal advisor to the City of Neodesha, Kansas (“you”), Stifel Nicolaus (“Stifel” or “we”) is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42. The rule directs us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

Our Duties as Your Municipal Advisor

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.

Rule G-42 also provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

Disclosure of Conflicts

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in our engagement letter, the payment of our fee will be contingent on the closing of the note issue described in the engagement letter and the amount of compensation will be based on a percentage of the principal amount of the note issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the note issue be larger than is necessary. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference.

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Legal and Disciplinary Event Disclosures

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink: <http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search>.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: <http://brokercheck.finra.org/Firm/Summary/793>. You may access our Form ADV by using the following hyperlink: <https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx> and entering Firm 793 in the search field. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: <http://brokercheck.finra.org/>.

Our Form MA was amended on July 14, 2017 to reflect the following settlement with FINRA:

In June 2017, Stifel agreed to pay a fine of \$125,000 to settle an alleged violation of MSRB Rule G-23. Stifel determined that a private placement with the county in which Stifel's school district client was located was a lower cost alternative for the school district than a public offering. Stifel presented the idea to the school district, which agreed to hire Stifel as its placement agent. Nevertheless, two months elapsed before Stifel provided disclosure to the school district that, in its role as placement agent, it was not a fiduciary to the school district as required by MSRB Rule G-23. The FINRA settlement document states that: "Because it failed to provide the role disclosure required by MSRB Rule G-23 in a timely manner, Stifel acted as both financial advisor and placement agent for the [school district] in connection with the [Bonds], in violation of MSRB Rule G-23." The alleged violation took place in 2012. Stifel now has robust procedures in place that are designed to result in timely G-23 disclosures to underwriting/placement clients.

We do not believe that any of the legal or disciplinary event disclosures described in our Form MA is material to our ability to serve as your municipal advisor.

Evaluation of Recommendations/Suitability

As provided in our engagement letter, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,
- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

Additional Information

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: <http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>. The general website for the MSRB is www.msrb.org. If you have any questions, please contact your municipal advisor.

**LEASE BETWEEN CITY OF NEODESHA
AND WILSON MEDICAL CENTER**

Agreement between the City of Neodesha, 1407 N. 8th, Neodesha, Kansas 66757 ("Landlord"), and the Wilson Medical Center, 2600 Ottawa Road, Neodesha, Kansas 66757 ("Tenant"), made February 24, 2020.

1. **AGREEMENT TO LEASE.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the premises on the terms and conditions stated in this Lease.
2. **PREMISES.** The premises leased is the the building located at 604 West Main Street, Neodesha, Kansas 66757 ("the Premises").
3. **TERM.** The term of this Lease begins on March 1, 2020, and ends December 31, 2020 ("the Term"). This term must be approved for renewal on an annual basis.
4. **RENT.** Tenant will pay Landlord, without demand, a total monthly rent of \$750.00. Such rent is payable monthly by the 15th day of each month at Landlord's address stated above (or at such other address as Landlord may require).
5. **GET FIT.** Wilson Medical Center agrees to become a partner with the City of Neodesha by providing the City employees and their families the same rates provided to Wilson Medical Center employees. (See Exhibit A)
6. **UTILITIES.** Tenant is responsible for making arrangements for, and paying when billed, all utility and other services for the Premises, including electricity, gas, sewer, water, storm water and solid waste.
7. **REPAIRS.** Tenant must keep the Premises, including the grounds and all appliances, equipment, furniture, furnishings, and other personal property clean and in good order. Repairs on structure, other than normal wear and tear, shall be the responsibility of the Landlord. Tenant shall notify Landlord if any repairs are needed, and Landlord shall effect repairs in a reasonable period of time, given other City priorities. Any damage caused by tenant or tenant's activities, shall be the responsibility of the tenant.
8. **ALTERATIONS.** Tenant may not alter the Premises without the prior written consent of Landlord in each instance. All alterations made by Tenant will, unless Landlord requests removal, become Landlord's property and remain on the Premises at the termination of this Lease without any compensation to Tenant. If Landlord demands or permits removal, Tenant will put that part of the Premises into the same condition as existed prior to the alteration.
9. **FIRE AND CASUALTY.**
 - a. **NOTICE.** In the event of fire or other damage to the Premises, Tenant will immediately notify Landlord.

- b. **PARTIAL DAMAGE AND CONDITIONS TO CONTINUED EFFECTIVENESS.** If the Premises are only partially damaged and are unusable and Landlord makes full repairs within 14 days, this Lease will continue.
- c. **CONDITIONS OF TERMINATION.** If the Premises are rendered unusable, continued occupancy would be illegal, or Landlord cannot or does not repair within 14 days, Tenant may immediately vacate the Premises and notify Landlord in writing within 15 days after vacating of his intent to terminate, in which case this Lease will terminate as of the date of vacating.

10. LIABILITY. Landlord is not liable for any loss, damage, or expense suffered by any person on or about the Premises, except that which is caused by Landlord's negligence. Tenant shall indemnify and hold Landlord harmless from any claims, losses or damages of every type or nature, including attorney fees and expenses, arising out of Tenant's use of the Premises.

11. ASSIGNMENT OR SUBLETTING. Tenant may not assign this Lease, sublet all or any part of the Premises, or allow any other person or entity to occupy the Premises.

12. INSURANCE REQUIREMENTS. Tenant agrees not to do anything that will increase the insurance premiums payable with respect to the Premises. Tenant shall make arrangements for Landlord to be an additional insured on the Tenant's general liability policy, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Annually, or at any other time requested by Landlord, Tenant shall provide a current ACORD certificate of liability insurance to Landlord reflecting Landlord as an additional insured. Tenant shall be responsible for its personal property on the Premises and maintain fire and casualty insurance on its personal property on the Premises.

13. RIGHT OF ENTRY. Landlord may enter the Premises at reasonable times in order to examine the Premises or make repairs or alterations. In the event of an actual or apparent emergency, Landlord may enter the Premises at any time without notice. Tenant will not change any lock or install additional locks without Landlord's prior written consent and without providing Landlord a copy of all keys.

14. NOTICES. All notices under this Lease must be in writing and either delivered personally or mailed by certified mail to the address of Landlord and Tenant stated above (or at such other address as Landlord may designate by notice to Tenant). Notices that are sent by mail will be deemed delivered 2 days after they are mailed.

15. DEFAULT AND REMEDIES.

- a. **NOTICE OF DEFAULT.** Landlord agrees to provide 10 days' written notice to Tenant to correct any default under this Lease.
- b. **TERMINATION OF LEASE.** If Tenant fails to correct any default within such 10-day period, or if Tenant fails to pay rent or additional rent provided for in this Lease on its due date plus a grace period of 5 days, then Landlord may cancel this Lease by 30 days' prior written notice to Tenant. On the date stated in Landlord's notice, this Lease and Tenant's rights under this Lease will terminate, and Tenant must surrender the Premises. Tenant remains liable, after such termination, for rent, costs and damages provided in this Lease.

- c. **OTHER REMEDIES.** If this Lease is terminated because of Tenant's default, Landlord may, in addition to any other rights and remedies available to him, (1) enter the Premises and have Tenant and Tenant's property removed, and (2) use any dispossession, eviction, and similar legal proceedings available.
- 16. CURING TENANT'S DEFAULTS.** If Tenant does not correct a default after 10 days' notice by Landlord, Landlord may remedy such default on behalf of Tenant, and any costs incurred by Landlord will be payable by Tenant, as additional rent under this Lease.
- 17. SURRENDER.** At the end of the Term or earlier termination of this Lease, Tenant will quit and surrender the Premises in as good order and condition as they were on the commencement date of this Lease, except for ordinary wear and tear and damage by the elements.
- 18. QUIET ENJOYMENT.** If Tenant is not in default under this Lease, Tenant may peaceably and quietly enjoy the Premises during the Term.
- 19. NO WAIVER.** If Landlord fails to enforce any provision of this Lease, he is not deemed to waive such provision and is not prevented from enforcing such provision thereafter.
- 20. SEVERABILITY.** If any provision of this Lease is invalid or unenforceable, the balance of this Lease shall remain effective, absent any such provision.
- 21. SUCCESSORS.** This Lease is binding on all persons or entities that may succeed to the rights of Landlord or Tenant, including heirs, executors, successors, assigns and purchasers, as applicable.
- 22. MERGER.** This Lease represents the entire agreement between Landlord and Tenant. Landlord has made no representations other than what is contained in this Lease.
- 23. AMENDMENTS.** No change in this Lease shall be effective unless it is in writing and signed by both Landlord and Tenant.
- 24. RENEWAL OF LEASE AGREEMENT.** This lease agreement shall renew annually for a one-year term unless either the lessee or lessor notify the other party in writing 30 days prior to end of term that the lease should either be modified or terminated. In the case of such notification the parties shall make any modifications prior to renewing the lease or lease shall terminate on that date. This automatic renewal paragraph shall not affect either party's ability to terminate the lease for any other reason allowable under the terms of said lease.
- 25. POWERS OF LANDLORD'S AGENT.** All rights and remedies of Landlord under this Lease or at law may be exercised by Landlord or by Landlord's employees in its name.

[SIGNATURES AND CERTIFICATIONS ON NEXT PAGE]

LANDLORD, City of Neodesha, by
J.D. Moffatt, Vice Mayor

TENANT, Wilson Medical Center
by _____,
Title _____.

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF WILSON)

The foregoing instrument was acknowledged before me this 24th day of February, 2020 by J.D. Moffatt, Vice Mayor of the City of Neodesha, on behalf of said City.

Notary Public

My Appointment Expires:

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF WILSON)

The foregoing instrument was acknowledged before me this ____ day of February, 2020 by _____, _____ of the Wilson Medical Center, on behalf of said organization.

Notary Public

My Appointment Expires:

Get Fit 24/7 Investment Sheet

Type of Membership	Monthly Rate	App Fee	Tax	Total Due (First Month Dues)
Single	\$38.00	\$25.00	\$2.33	\$65.33
Family (Max 4)	\$55.00	\$50.00	\$4.65	\$109.65
Senior (Age 55 & up)	\$28.00	\$25.00	\$2.33	\$55.33
Senior Family (Max 2)	\$42.00	\$50.00	\$4.65	\$96.65
Corporate Single	\$30.00	\$25.00	\$2.33	\$57.33
Corporate Family	\$50.00	\$50.00	\$4.65	\$104.65
City of Neodesha Single	FREE	NO APP FEE	\$0.00	\$0.00
City of Neodesha Family (Max 4)	\$25.00	NO APP FEE	\$0.00	\$25.00
WMC Single	FREE	NO APP FEE	\$0.00	\$0.00
WMC Family (Max 4)	\$25.00	NO APP FEE	\$0.00	\$25.00
Cobalt Single	\$30.00	NO APP FEE	\$0.00	\$30.00
Cobalt Family	\$50.00	NO APP FEE	\$0.00	\$50.00
Weekly Rate	\$22.00	NO APP FEE	\$0.00	\$22.00

The City of Neodesha Employees & WMC Employees receives a free Single Monthly Membership and no application fee. A Family Monthly Membership (Up to four individuals) for Employees will cost \$25.00 plus tax via payroll deduction. No application fee will be applied. Children must be accompanied by a parent until the age of 16. **These rates are subject to change.**

To maintain a Free Monthly Membership, Employees must utilize the facility at least four (4) times per month. A sign-in sheet will be located at the entrance of the gym and must be signed by the individual during each session. If the Employee does not meet the required monthly visits, the Employee will be charged \$15 per month via payroll deduction without any warning. Any violations of the signed membership agreement are subject to termination and loss of membership.



Group Fitness with Erica Johnson Monthly Investment



Get Fit Members Special Rate \$20 Dance Fitness	Get Fit Members Special Rate \$15 Boot Camp	Get Fit Members Special Rate \$25 Dance & Boot Camp Combo Classes	Get Fit Members Special Rate \$30 Restorative Yoga
Non-Members Introductory Rate \$40 Dance Fitness	Non-Members Introductory Rate \$30 Boot Camp	Non-Members Introductory Rate \$55 Dance & Boot Camp Combo Classes	Non-Members Introductory Rate \$40 Restorative Yoga



Follow us @GetFit24/7 for Class Updates & Schedules

All classes are held at the Neodesha Civic Center
1407 N. 8th Neodesha, KS
Call 325-2117 to sign up!

Monday: Boot Camp 5:30am
Tuesday & Thursday: Dance Fitness 5:30am
Tuesday & Thursday: Senior Restorative Yoga 9:00am



KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Page 1 of 2

Date 01/28/2020

To... SAM TOMLINSON
NEODESHA POLICE DEPT
PO BOX 336
1407 N 8TH
NEODESHA KS 66757-1706

Quote # -27999857139NC
Terms Per Approved Terms
This Quote Expires on 04/27/2020
Phone 620-325-3031
Fax 620-325-5176

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
3	EyewitnessHD: Tablet Controller, ICM, Front Zoom Camera, 64GB SSD, 15 month warranty	\$4,895.00	\$14,685.00
3	Video de-install/install tech service (Discount approved by RS)	\$475.00	\$1,425.00

Dodge Charger

Vehicles serviced in Chanute location

Total \$16,110.00

Signature

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Nick Rafanan Account Manager - North Central
9652 Loiret Blvd
Lenexa, KS 66219 nraffanan@kustomsignals.com

Toll Free 800-4KUSTOM (800-458-7866)