

Agenda

City Commission of the City of Neodesha, KS

April 27, 2022 2:00 p.m.

ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

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
- Community Development Director Report

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 April 13, 2022 Minutes
- Approval of April 19, 2022 Special Call Minutes
- Appropriation (2022) 07

Item 4: Business Items to Consider

- A. Proclamation: Public Service Recognition Week
- B. Proclamation: National Drinking Water Week
- C. Proclamation: International Firefighters' Day
- D. Ordinance: Utility Fee Structures
- E. Ordinance: Utility Reconnection Fees
- F. Ordinance: Dangerous Structures (cont.); 615 Mill Street
- G. Freedom Claims: Letter of Cancellation
- H. Approve 2022 Employee Health/Dental Insurance: KMIT Association & Blue Cross/Blue Shield
- I. Accept Resignations from the Active Transportation Advisory Board
- J. Accept Resignation from Economic Development Committee
- K. Appointments to Active Transportation Advisory Board
- L. Appointment to Economic Development Committee
- M. Appointment to Planning & Zoning Commission
- N. Appointment to Recreation Commission
- O. Appointment to 31st Judicial District Community Corrections
- P. Lease Agreement with Neodesha Recreation Commission
- Q. Consider Hiring Public Works Employee

Item 5: Date/Time of Next Regular Meeting

Wednesday, May 11, 2022 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
April 27, 2022

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: Proclamation: Public Service Recognition Week

4.B: Proclamation: National Drinking Water Week

4.C: Proclamation: International Firefighters' Day

4.D: Ordinance: Utility Fee Structures

The Commission is being asked to approve Ordinance 1763, modifying the City's fee structure Ordinance. The primary change proposed for the Commission is to amend the gas and water rates to show billing in CCF instead of MCF, and from 1,000 gallons of water (one unit), to gallons. Staff believes this will also improve transparency to our customers. The meters will more accurately reflect what is on the utility bill. Reconnection fees have also been simplified by removing the reference to an increased penalty for 2nd and 3rd reconnections.

RECOMMENDED MOTION: *I move to approve Ordinance 1763, modifying the City's utility fee Ordinance.*

4.E: Ordinance: Utility Reconnection Fees

If the Commission approves agenda item 4D, this agenda item will be necessary for modifying the City's reconnection fee ordinance. This draft ordinance removes the reference to a tiered fee schedule.

RECOMMENDED MOTION: *I move to approve Ordinance 1764, modifying the City's reconnection fee Ordinance.*

4.F: Ordinance: Dangerous Structures (cont.): 615 Mill Street

This agenda item is a continuation from the Public Hearing, November 10, 2021, in which the Commission declared the structures located at 615 Mill Street as dangerous and unsafe. The Commission allowed 30 days for the structures to be made safe and to be in compliance with City Code. The abatement Ordinance was tabled by the Commission on January 26, 2022 and March 23, 2022. The utilities have now been terminated by the owner, and no additional work has been done at the residence.

RECOMMENDED MOTION: *I move to approve Ordinance 1765, directing the removal of certain dangerous and unsafe structures at 615 Mill Street.*

4.G: Freedom Claims: Letter of Cancellation

Staff will brief the Commission on the current status of our employee health insurance. We have determined that our health plan is underfunded, creating potentially 10's of thousands of dollars in unplanned liability to the City. Staff is asking the Commission to approve a letter of cancellation to Freedom Claims.

RECOMMENDED MOTION: *I move to approve the letter of cancellation to Freedom Claims, and authorize the Mayor to sign.*

4.H: Approve 2022 Employee Health/Dental Insurance: KMIT Association & Blue Cross/Blue Shield

Due to the underfunded status of the City's health insurance, Staff has worked with KMIT Association, IMA Financial Group, and our Blue Cross/Blue Shield representatives to establish a better way to provide health and dental insurance for our crew. We believe the outcome of this process will help us provide better insurance for City staff. The recommended health insurance plan will need to be renewed again prior to January 2023.

RECOMMENDED MOTION: *I move to approve the KMIT Association, Blue Cross/Blue Shield Health and Dental Insurance Plan for 2022.*

4.I: Accept Resignations from the Active Transportation Advisory Board

Two members of the Active Transportation Advisory Board have requested that the Commission accept their resignations; Nancy Knickerbocker and Jennifer Marler.

RECOMMENDED MOTION: *I move to accept the resignations of Nancy Knickerbocker and Jennifer Marler from the Active Transportation Advisory Board, effective immediately.*

4.J: Accept Resignation from Economic Development Committee

Mr. Dennis Shelby has asked that the Commission accept his resignation from the Economic Development Committee, due to his retirement from WMC

RECOMMENDED MOTION: *I move to accept Dennis Shelby's resignation from the Economic Development Committee, effective immediately.*

4.K: Appointments to Active Transportation Advisory Board

For the Active Transportation Advisory Board, the Commission is asked to reappoint Mary Bauman and Tracy Edwards; appoint Jack DeGraw; and appoint Jason DeLong to the unexpired term of Nancy Knickerbocker.

RECOMMENDED MOTION: *I move to reappoint Mary Bauman and Tracy Edwards to the Active Transportation Advisory Board for four-year terms, with a term ending date of December 31, 2025.*

I move to appoint Jack DeGraw to the Active Transportation Advisory Board for a four-year term, with a term ending date of December 31, 2025.

I move to appoint Jason DeLong to the Active Transportation Advisory Board, to complete an unexpired term, with a term ending date of December 31, 2022.

4.L: Appointments to Economic Development Committee

For the Economic Development Committee, the Commission is asked to reappoint Jared Bohannon and Jared Harper.

RECOMMENDED MOTION: *I move to reappoint Jared Bohannon and Jared Harper to the Economic Development Committee for four-year terms, with a term ending date of December 31, 2025.*

4.M: Appointment to Planning & Zoning Commission

For the Planning & Zoning Commission, the Commission is asked to appoint Robert McMurray. Mr. McMurray has submitted a letter of interest.

RECOMMENDED MOTION: *I move to appoint Robert McMurray to the Planning & Zoning Commission for a three-year term, with a term ending date of December 31, 2024.*

4.N: Appointment to Recreation Commission

For the Neodesha Recreation Commission, the City has the authority to appoint two of the five positions. The open City position was created upon the resignation of Mr. Bill Tigner. Mr. Tommy John has submitted a letter of interest. The Commission is asked to appoint Tommy John.

RECOMMENDED MOTION: *I move to appoint Tommy John to the Neodesha Recreation Commission, to complete an unexpired term, with a term ending date of December 31, 2022.*

4.O: Appointment to 31st Judicial District Community Corrections

The City has been asked by representatives of the 31st Judicial District to appoint Peggy Collins to the 31st Judicial District Community Corrections & Juvenile Services Board. This is a two-year appointment, and has been filled the past four years by Mara Monroy.

RECOMMENDED MOTION: *I move to appoint Peggy Collins to the 31st Judicial District Community Corrections & Juvenile Services Board for a two-year term, with a term ending date of April 20, 2024.*

4.P: Lease Agreement with Neodesha Recreation Commission

The Neodesha Recreation Commission is requesting that the Commission approve a lease agreement for a portion of the City Hall/Civic Center.

RECOMMENDED MOTION: *I move to approve the lease agreement with the Neodesha Recreation Commission as presented.*

4.Q: Consider Hiring Public Works Employee

The Commission is asked to consider rehiring Hunter Mahaffey for an open position in the Public Works Department.

RECOMMENDED MOTION: *I move to approve rehiring Hunter Mahaffey as a Public Works employee.*

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall conducting the meeting by live streaming with Zoom on Wednesday, April 13, 2022 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Commissioner Nichol moved to approve the agenda as presented with the addition of Business Items 4R: Accept Resignation of Police Officer and 4S: Discuss 117 S 4th Street Business Incubator. Seconded by Commissioner Moffatt. Motion carried.

Commission and Administrator Reports were heard.

Community Development reports were heard.

Public Comments were invited and heard.

Commissioner Moffatt moved to approve the consent agenda as presented consisting of the minutes from the March 23, 2022 Commission Meeting; minutes from the April 5, 2022 Special Call Meeting and Appropriation (2022) 06 with the deletion of the check to H & K Camper Sales. Seconded by Commissioner Nichol. Motion carried.

The Commission welcomed representatives from the 31st Judicial District CASA Program to present a program on Child Abuse Awareness and to request the Mayor to read a Proclamation designating the month of April to be Child Abuse Prevention Month.

Mayor Johnson read a proclamation designating April 2022 as Child Abuse Prevention Month in the City of Neodesha, expressing the hope of growing a better tomorrow for all children, together, we can ensure that Kansas children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation.

Mayor Johnson read a proclamation designating the month of April 2022 as Fair Housing Month and to express the hope that this year's observance will promote fair housing practices throughout the City of Neodesha.

Mayor Johnson read a proclamation designating April 13, 2022 as National Service Recognition Day in the City of Neodesha, encouraging residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

Mayor Johnson read a proclamation designating April 18, 2022 as National Lineman Appreciation Day in the City of Neodesha. Thank you to Brandon Hearn and his crew for all that you do for the citizens of Neodesha.

Administrator Truelove addressed the Commission regarding a Memorandum of Agreement from the Neodesha High School Clay Target Team. This item was originally tabled from the April 5, 2022 Special Call Meeting. Mr. Garrett Truskett, NHSCCT Coach, was present to discuss any questions or issues the Governing Body may have. Discussion held.

Commissioner Nichol moved to approve the Memorandum of Agreement with the Neodesha High School Clay Target Club as presented. Seconded by Commissioner Moffatt. Motion carried.

The Governing Body welcomed, via Zoom, Representatives Taylor Wilson and Beth Farino of Civic Plus, for a presentation on 311 Service: See Click Fix. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the approval of an Ordinance that provides authority for the structures located at 1632 N 3rd Street to be demolished and the property made safe. Discussion held. Diane Bowen-Cabral, owner of the property, was present to aid in the discussion.

Commissioner Moffatt moved to table this agenda item for 30 days. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the condition of the property located at 1529 N 1st Street. This item is a continuation of the Public Hearing held on December 21, 2021 in which the Commission allowed 90 days for the structures to be made safe and to be in compliance with City Code. Discussion held.

Commissioner Nichol moved to table the abatement process on 1529 N 1st Street for 60 days to allow the property owner additional time for compliance with City Code. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the condition of the property located at 415 N 6th Street. This item is a continuation of the Public Hearing held on December 21, 2021 in which the Commission allowed 90 days for the structures to be made safe and to be in compliance with City Code. Discussion held.

Commissioner Moffatt moved to table the abatement process on 415 N 6th Street for 60 days to allow the property owner additional time for compliance with City Code. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the condition of the property located at 1017 Church Street. This item is a continuation of the Public Hearing held on December 21, 2021 in which the Commission allowed 90 days for the structures to be made safe and to be in compliance with City Code. Discussion held.

Commissioner Nichol moved to table the abatement process on 1017 Church Street for 60 days to allow the property owner additional time for compliance with City Code. Seconded by Commissioner Moffatt. Motion carried.

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Administrator Truelove addressed the Commission regarding the property located at 105 N 5th Street. On February 9, 2022, the Commission approved Ordinance 1760, ordering the demolition of the property. On March 11, 2022, the property owner “sold” the property to a family member. Staff has requested advice from the City Attorney on our legal ability to conduct the demolition, or whether the abatement process should begin again. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the pricing for parts and labor for the continued repairs to the electric substation. Discussion held.

Commissioner Moffatt moved to approve the quote from Sunbelt Solomon for electric substation repairs in the amount of \$22,815. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of a lease from White Star Machinery for a mini-excavator. Discussion held.

Commissioner Nichol moved to approve the five-year lease of a mini-excavator from White Star Machinery at a cost of \$8,500 per year. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of the Solid Waste Agreement with Wilson County for the calendar year 2022. Discussion held.

Commissioner Moffatt moved to approve the agreement with Wilson County for the disposal of solid waste, at a cost of \$16,000. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of the Ambulance Service Agreement with Wilson County for the calendar year 2022. Discussion held.

Commissioner Nichol moved to approve the agreement with Wilson County for ambulance services as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a request from a business owner to move, or remove, the sitting bench in the 800 block of West Main. Staff is asking to obtain guidance from the Commission on whether to support this request and others should they arise. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the resignation of an officer from the Police Department. Discussion held.

Commissioner Moffatt moved to accept the resignation of Officer Christian Powell, effective April 23, 2022. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the Business Incubator building located at 117 S 4th Street. This building is being rented to Acorn Valley Custom Cabinetry. Staff is asking the Commission to provide guidance on whether additional expenses of refitting the building to meet the electrical needs of the renter are warranted or whether the lease should be cancelled. Discussion held. No action taken.

At 4:22 p.m. Commissioner Nichol requested a 5-minute recess. Seconded by Commissioner Moffatt. Motion carried.

At 4:27 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall.

Administrator Truelove addressed the Commission regarding the consideration and approval of the one-year renewal for the City Administrator Contract 2022/2023. The current contract will expire on April 30, 2022.

Commissioner Nichol moved to recess to an Executive Session including the Governing Body, City Administrator, and the City Clerk in the Commission Room 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 4:50 p.m. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:40 p.m. Administrator Truelove exited the Executive Session allowing for further deliberation of the Governing Body.

At 4:50 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording with Administrator Truelove returning to the meeting. No action taken.

Commissioner Nichol moved to approve the City Administrator contract with Eddy R. Truelove as presented. Seconded by Commissioner Moffatt. Motion carried.

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Neodesha, Kansas

April 13, 2022

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The next regular meeting of the Governing Body will be held at City Hall on Wednesday, April 27, 2022 at 2:00 p.m.

At 4:52 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
April 18, 2022

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Tuesday, April 19, 2022 at 12:00 noon, at City Hall, for the following purpose:

1. Discuss & Consider Electrical Modifications to Incubator Building at 117 S 4th

The Board of Commissioners met in a Special Call Session Tuesday, April 19, 2022 at 12:00 noon with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Administrator Truelove addressed the Commission regarding the consideration of electrical upgrades to the business incubator building located at 117 S 4th Street. Discussion held.

Commissioner Moffatt moved to approve the electrical upgrades to the business incubator building, at a cost not to exceed \$24,000. Seconded by Commissioner Nichol. Motion carried.

At 12:18 p.m. Commissioner Nichol moved to adjourn. Seconded by Commissioner Moffatt. Motion carried. Meeting adjourned.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATION REPORT

ORDINANCE NO 7

4/27/2022

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	594.52	70380	4/27/2022
ADVANCE INSURANCE COMPANY	MAY PREMIUMS	487.59	70382	4/27/2022
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,094.00	70383	4/27/2022
CALLTOWER	PHONE CHARGES	324.19	70384	4/27/2022
CDL ELECTRIC CO INC	RADIO AT DISPATCH	731.12	70385	4/27/2022
D & D AUTO REPAIR & ALIGNMENT	PD VEHICLE MAINTENANCE	308.48	70386	4/27/2022
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 5/22	50.00	70387	4/27/2022
F ALLEN MOORHEAD, JR, MD	PRE EMPLOYMENT PHYSICAL	200.00	70388	4/27/2022
FASTENAL COMPANY	SUPPLIES	111.35	70389	4/27/2022
FORSYTHE'S HEATING & ELECTRIC	DE-WINTERIZE POOL	252.04	70390	4/27/2022
FREDONIA READY MIX INC	CEMENT-STORM TUBE REPAIR	373.00	70391	4/27/2022
GERKEN RENT-ALL	SANITATION UNITS	187.00	70392	4/27/2022
INA ALERT.INC	NEW SECURITY SYSTEM	7,077.78	70393	4/27/2022
KANSAS DEPARTMENT OF REVENUE	2022 WTP FEES JAN FEB MARCH	1,041.35	70394	4/27/2022
KANSAS JUDICIAL COUNCIL	PATTERN INSTRUCT-CRIMINAL 4 21	95.00	70395	4/27/2022
KANSAS MUNICIPAL INSURANCE TRUST	2021 W/C PREMIUM ADDITION	1,804.00	70396	4/27/2022
NKC Tire	TIRES	934.82	70397	4/27/2022
LIBERTY MUTUAL INSURANCE CO	BOND RENEWAL	200.00	70398	4/27/2022
LOCKE SUPPLY	SUPPLIES	183.68	70399	4/27/2022
MIDWEST COMPUTER SALES	IT SERVICES	605.00	70400	4/27/2022
BANK OF AMERICA	ROCK	701.36	70401	4/27/2022
NEODESHA ROTARY CLUB	ROTARY DUES	960.00	70402	4/27/2022
NORTHERN TOOL & EQUIPMENT	MEMBERSHIP RENEWAL	39.99	70403	4/27/2022
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	2,526.03	70404	4/27/2022
PITNEY BOWES	POSTAGE FOR METER	938.89	70405	4/27/2022
POND KING INC	FISHING DOCK	10,491.00	70406	4/27/2022
PRIORITY POWER	DEC MARCH BILLING	2,000.00	70407	4/27/2022
QUILL LLC	OFFICE SUPPLIES	123.72	70408	4/27/2022
ROMANS OUTDOOR POWER	BUSH HOG BLADES	20.48	70409	4/27/2022

SCHULTE SUPPLY INC	LEAF RAKE	55.11	70410	4/27/2022
SPARKLIGHT	INTERNET SERVICE	106.98	70411	4/27/2022
WILSON COUNTY COORDINATOR	2022 LANDFILL AGREEMENT	16,000.00	70412	4/27/2022
ZOLL MEDICAL CORPORATION GPO	ELECTRODES	404.00	70413	4/27/2022

****TOTAL****		51,022.48		
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ACH ELECTRIC ENERGY STATEMENTS BILLED MARCH 2022

KMEA - SPA Hyrdro Project	March 2022 Service	3,724.27
KMEA - GRDA Power Supply Project	May 2022 Service	117,281.68
KMEA - Energy Mgmt Project No 3	March 2022 Service	64,261.18

TOTAL ACH Electric Energy Statements		185,267.13
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CITY OF NEODESHA PROCLAMATION

PUBLIC SERVICE RECOGNITION WEEK

In honor of the millions of public employees at the federal, state, county, and city levels:

WHEREAS: Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS: Public employees take not only jobs, but oaths; and

WHEREAS: Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS: Public servants include teachers, doctors and scientists, train conductors and astronauts, nurses and safety inspectors, laborers, computer technicians and social workers, and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS: Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

THEREFORE I, the Mayor of the City of Neodesha do hereby announce and proclaim to all citizens that May 1-7, 2022, is hereby proclaimed Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — Federal, State, County and City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Neodesha on this 27th day of April in the year of our Lord two thousand twenty two.

Devin Johnson, Mayor

Attest:

Stephanie Fyfe, City Clerk



MAYOR'S PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of our City, I do hereby proclaim May 1-7, 2022, as Drinking Water Week.

Attest:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



WHEREAS, International Firefighters' Day is observed each year on May 4th to honor and remember past firefighters who have lost their lives while serving their communities, to express gratitude to those that have served in this line of work, and to show support and appreciation for those who presently serve; and

WHEREAS, regardless of the language a firefighter speaks, or the country in which he or she works and resides, all firefighters fight against the same enemy - fire; and

WHEREAS, Firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors and strangers alike; and

WHEREAS, at a moment's notice, firefighters are quick to respond to uncertain situations to mitigate danger and combat the threat of destructive fire in order to protect individuals, families, and the economic being of our community; and

WHEREAS, the demands of firefighting are accompanied by both personal and physical tolls that all firefighters knowingly accept while risking their lives to protect the lives of others.

NOW, therefore, I, Devin Johnson, Mayor of Neodesha, Kansas, do hereby proclaim May 4th 2022 as **International Firefighters' Day** and I encourage all citizens to show support and appreciation to our City, County, State and Federal firefighters who protect our lives and property so diligently throughout the year, and by remembering past firefighters who dedicated their lives to preserve our safety.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1763

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

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

Section One: Section 16-36 of Chapter 16 of the City of Neodesha Code shall be amended to read as follows:

Sec. 16-36. - Utilities.

- a) Service connection fees:
 - 1. Electricity: \$50.00.
 - 2. Gas: \$50.00.
 - 3. Water: \$50.00.
- b) Transfer fee: \$25.00.
- c) Reconnect fees for non-payment: \$50.00
- d) Returned check NSF fee: \$30.00.
- e) Natural gas:
 - 1. Residential service, monthly rates:
 - a. Meter service charge: \$14.00 per month per meter.
 - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
 - 2. Commercial service, monthly rates:
 - a. Meter service charge: \$16.00 per month per meter.
 - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
 - 3. Industrial service, monthly rates:
 - a. Meter service charge: \$18.00 per month per meter.
 - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
 - 4. Large volume service. Must remain on this rate for the 12 month calendar year.
 - a. Customer charge: \$55.00 per month (includes multiple locations/meters).
 - b. Meter service charge: \$18.00 per month per meter.
 - c. Commodity charge:
 - (1) The first 500 Ccf (0—500) at \$0.795 per Ccf.
 - (2) The next 1500 Ccf (501—2000) at \$0.774 per Ccf.
 - (3) The next 3500 Ccf (2001—5500) at \$0.742 per Ccf.
 - (4) All over 5500 Ccf (5501+) at \$0.721 per Ccf, plus the cost of gas adjustment applied to all Ccf.
- f) Water rates:
 - 1. Residential and commercial:

Year	Customer Meter Charge	Each Gallon
2022	19.09	0.00833
2023	19.48	0.00849
2024	19.87	0.00866
2025	20.06	0.00884

2. Industrial customers for the first 100,000 gallons the rate shall be per month:

Year	Customer Meter Charge	Each Gallon
2022	19.09	0.00833
2023	19.48	0.00849
2024	19.87	0.00866
2025	20.06	0.00884

- a. For all water in excess of 100,000 gallons the rate per month shall be:

Year	Excess of 100,000 each Gallon
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2022	0.00714
2023	0.00728
2024	0.00743
2025	0.00758

2. Bulk water sales at Water Plant:
 - a. 90 gallons for \$1.00

3. Customers outside of City limits:

Year	Customer Meter Charge	Each Gallon
2022	23.87	0.01041
2023	24.35	0.01062
2024	24.83	0.01083
2025	25.33	0.01105

4. Water reconnect fees when service is terminated for violating water supply emergency restrictions:
 1. First reconnection: \$50.00.
 2. Second reconnection: \$200.00.
 3. Third reconnection: \$300.00.
5. Water backflow preventer testing fees.
 1. First unit \$150.00; additional units \$100.00 each.
 2. Re-testing: \$100.00 per unit.

g) Electric rates.

1. Residential and Urban Customers:
 - a. Customer charge: \$7.00 per month per meter.
 - b. Energy: \$0.083 per kWh.
 - c. Minimum: The customer charge.
2. Commercial Customers:
 - a. Customer charge: \$7.50 per month per meter.
 - b. Energy: \$0.083 per kWh.
 - c. Minimum: The customer charge.
3. Industrial Customers:
 - a. Customer charge: \$75.00 per month per meter.
 - b. Energy: \$0.075 per kWh.
 - c. Minimum: The customer charge.
4. Large volume industrial customer rate: Large volume industrial customers shall be billed at the rate of \$0.06 per kWh for any monthly usage that exceeds 200,000 kilowatt-hours. During those months when usage exceeds 400,000 kilowatt-hours, the large volume industrial customer shall be billed at the rate of \$0.06 per kWh for all usage, and in no case shall be lower than the city's actual cost to purchase power. Large volume rates shall be subject to the same cost adjustment as all other electric rates. The rates set forth in this section are based on a standard base cost of \$0.045 per kWh.
5. Hi-Lighters:
 - a. Installation charge: \$150.00.
 - b. Installation charge with installation of pole: \$450.00
 - c. Monthly charge: \$7.50.

h) Sewer Rates:

1. Residential/Commercial/Industrial:

Year	Customer Meter Charge	Each Gallon
2022	21.32	0.00438
2023	21.53	0.00442
2024	21.75	0.00446
2025	21.97	0.00450

- a. For residential customers the monthly user charge will be based on the average monthly water usage during the months of December, January and February. If a residential customer has not established an average for December, January and February, his monthly user charge shall be the median charge of all other residential contributors.

b. Industrial/Commercial: User charges shall be based on the water used during the current month.

b.1. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter or separate water meter installed and maintained at the contributor's expense, and in a manner acceptable to the City.

2. Customers Outside City Limits:

Year	Customer Meter Charge	Each Gallon
2022	26.65	0.00547
2023	26.92	0.00552
2024	27.19	0.00558
2025	27.46	0.00564

i) Solid waste collection and disposal:

<i>Refuse Rates</i>	<i>Monthly Rate</i>	<i>Additional Container</i>
Residential rate per dwelling unit	\$13.00	
Commercial minimum rate	\$22.00	
Shared dumpsters (1 shared by 2 or more businesses)	\$22.00	n/a
Once a week collection (first container)	\$22.00	\$18.00
Two collections per week (first container)	\$35.00	\$31.00
Three collections per week (first container)	\$47.00	\$41.00
Four collections per week (first container)	\$58.00	\$51.00
Five collections per week (first container)	\$70.00	\$61.00
Service outside city limits (125% of the city rate)		

j) Stormwater fee: \$3.00 per water meter per month.

Section Two: Old Section 16-36 of Chapter 16 of the Code of the City of Neodesha is hereby repealed.

Section Three: EFFECTIVE DATE. This ordinance shall be in full force and effect after its publication in the official city newspaper for the May 30, 2022 billing date.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 27th day of April, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1764

AN ORDINANCE AMENDING CHAPTER 36, ARTICLE II, SECTION 36-29 OF THE CODE OF THE CITY OF NEODESHA, DEALING WITH UTILITY RECONNECTION FEES INSIDE THE CITY OF NEODESHA; AND REPEALING OLD CHAPTER 36, ARTICLE II, SECTION 36-29 OF THE CODE OF THE CITY OF NEODESHA.

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

Section One: Chapter 36, Article II of the City of Neodesha Code shall be amended to read as follows:

Sec. 36-29. – Reconnection fees.

- (a) Once the utility account is placed on the city's shutoff list, reconnection fees must be paid even if the utilities have not physically been disconnected.
- (b) Payment may only be made with cash, cashier's check or money order to have service reconnected. Checks will not be accepted to reconnect utilities.
- (c) Reconnection fees will adhere to the fee schedule found in chapter 16, section 16-36.

Section Two: Old Chapter 36, Article II, Section 36-29 of the Code of the City of Neodesha is hereby repealed.

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 27th day of April, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1765

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT 615 MILL, NEODESHA KS ON LEGAL DESCRIPTION: LOTS FIVE (5) AND SIX (6), BLOCK EIGHTY-ONE (81), CITY OF NEODESHA, WILSON COUNTY, KANSAS AND COMMENCING AT A POINT 16 FEET NORTH AND 100 FEET EAST OF BOTH THE SOUTHWEST CORNER OF BLOCK 81 AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 81, ORIGINAL TOWNSITE OF THE CITY OF NEODESHA, THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 5, OF SAID BLOCK 81, THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 81, THENCE SOUTH TO A POINT 16 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13 ALSO OF SAID BLOCK 81 AND 50 FEET EAST OF PLACE OF BEGINNING AND THENCE WEST 50 FEET TO THE PLACE OF BEGINNING AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURES, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH STRUCTURE IS LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution 21-36 dated November 10, 2021, that the structure hereinafter described as unsafe and dangerous and did direct the owner of such structure to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structure to be razed and removed, and

WHEREAS, such resolution was published in the official city newspaper and copies of such resolution were mailed to each owner, agent, lienholder of record and occupants of such structures and were otherwise served as required by law, and

WHEREAS, the owner has wholly failed to commence the repair or removal of such structures; now therefore

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

Section 1: The enforcing officer is hereby authorized and directed to cause the dwelling located at 615 Mill, on legal description: **LOTS FIVE (5) AND SIX (6), BLOCK EIGHTY-ONE (81), CITY OF NEODESHA, WILSON COUNTY, KANSAS AND COMMENCING AT A POINT 16 FEET NORTH AND 100 FEET EAST OF BOTH THE SOUTHWEST CORNER OF BLOCK 81 AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 81, ORIGINAL TOWNSITE OF THE CITY OF NEODESHA, THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 5, OF SAID BLOCK 81, THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 81, THENCE SOUTH TO A POINT 16 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13 ALSO OF SAID BLOCK 81 AND 50 FEET EAST OF PLACE OF BEGINNING AND THENCE WEST 50 FEET TO THE PLACE OF BEGINNING**, to be razed and removed and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

Section 2: The enforcing officer shall keep an account of the cost of the work and may sell the salvage from such structures and shall keep an account of the receipts therefrom as provided by law.

Section 3: All costs incurred by the city in the razing and removal of such structures and the making of the premises safe and secure shall be paid from moneys received from the sale of salvage therefrom and all moneys in excess of that necessary to pay such costs shall, after the payment of all costs, be paid to the owner of the premises upon which said structures were located: PROVIDED, that if there is no salvageable material or if moneys received from the sale of salvage is insufficient to pay the cost of such work, such costs or any portion thereof in excess of the amount received from the sale of salvage shall be assessed as a special assessment against the lots on which the structure was located and may be financed until the assessment is paid out of the general fund of the city.

Section 4: EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 27th day of April, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

**LEASE BETWEEN CITY OF NEODESHA
AND NEODESHA RECREATION COMMISSION**

Agreement between the City of Neodesha, 1407 N. 8th, Neodesha, Kansas 66757 (“Landlord”), and the Neodesha Recreation Commission, 522 Wisconsin Street, Neodesha, Kansas 66757 (“Tenant”), made April 27, 2022.

1. **AGREEMENT TO LEASE.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the premises in “as is” condition on the terms and conditions stated in this Lease.
2. **PREMISES.** The premises leased is the North Bay area of the City Hall building located at 1407 N. 8th, Neodesha, Kansas 66757. (“the Premises”).
3. **TERM.** The term of this Lease begins on April 27, 2022, and ends December 31, 2022 (“the Term”).
4. **RENT.** Tenant will pay Landlord, without demand, a total rent of \$1 per year which shall include utilities. Such rent is payable upon execution of this agreement, and no later than January 15th for subsequent year’s rental during the term of this lease. All rental payments shall be made to Landlord at Landlord’s address stated above (or at such other address as Landlord may require).
5. **REPAIRS.** Tenant is leasing the premises in “as is” condition. Tenant must keep the Premises, including the grounds, picked up and in good order and appearance. Major repairs on structure, other than normal wear and tear, shall be the responsibility of the Landlord at Landlord’s discretion. Tenant shall notify Landlord if any major repairs are needed, and Landlord, at its discretion, 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.
6. **SPECIAL PROVISIONS.** Tenant shall have use of the Civic Center restrooms at all times, but all other uses of the Civic Center shall be scheduled, organized, and/or paid for through the Neodesha City Hall.
 - a. *Civic Center Rental:* There shall be no Civic Center rental charge for Neodesha Recreation Commission athletic activities. All other use of the Civic Center shall be in accordance with the City of Neodesha Civic Center rental policy.
 - b. *Electronic Key Cards:* The Neodesha Recreation Commission shall be provided with an initial issue of sixteen (16) key cards for Rec staff and coaches. Replacement key cards can be obtained at a cost of \$4 per key card.
 - c. *Civic Center Use, Clean-up, and Security:*
 - The tenant is responsible for the liability of their guests as well as any damage to City property.
 - Unless approved by Landlord, Civic Center use shall only occur after normal City Hall business hours.
 - After use, put tables and chairs back in their racks and return to North Bay.

- Clean up and remove trash and articles of clothing.
 - Mop and clean all spills on the floor.
 - Check restrooms to ensure no trash is on floor, and that stools and urinals have been flushed and water is not running.
 - Building must be locked whenever tenant leaves the premises. If building is left unattended and unlocked, tenant accepts full liability for any damages that may occur.
 - In case of emergency, tenant will contact the Neodesha Fire Department at 325-2642.
- 7. 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. The ownership of installed athletic/sports equipment shall be retained by the 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.
- 8. 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.
- 9. 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. This duty to indemnify and hold Landlord harmless specifically includes, but is not limited to, any claims of damage of any type or nature to Tenant's property on the premises. Tenant is leasing the Premises "as is" and is aware parts of the Premises are in disrepair. Landlord makes no representations or guarantees of any type or nature, expressed or implied, regarding the condition of the Premises or suitability for any purpose. The risk of loss or damage to Tenant's property on the premises shall rest solely with Tenant.
- 10. 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.
- 11. 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.

12. RIGHT OF ENTRY. Landlord may enter the Premises at reasonable times in order to examine the Premises, make repairs or alterations, or to effectuate a lease of the Civic Center. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. QUIET ENJOYMENT. If Tenant is not in default under this Lease, Tenant may peaceably and quietly enjoy the Premises during the Term.

18. 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.

19. SEVERABILITY. If any provision of this Lease is invalid or unenforceable, the balance of this Lease shall remain effective, absent any such provision.

- 20. 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.
- 21. MERGER.** This Lease represents the entire agreement between Landlord and Tenant. Landlord has made no representations other than what is contained in this Lease.
- 22. AMENDMENTS.** No change in this Lease shall be effective unless it is in writing and signed by both Landlord and Tenant.
- 23. 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.
- 24. 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
Devin Johnson, Mayor

Tenant, Neodesha Recreation Commission, by
Gary Larson, Recreation Director

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF WILSON)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022 by Devin Johnson, 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 _____,
2022 by Gary Larson, Recreation Director, on behalf of the Neodesha Recreation Commission.

Notary Public

My Appointment Expires: