

Agenda

City Commission of the City of Neodesha, KS

January 9, 2023 2:00 p.m.

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

Item 1: Opening Session

- Call to Order
- Roll Call
- **Mayor Oath of Office**
- 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 Minutes December 28, 2022
- Approval of Special Call Minutes January 4, 2023
- Appropriation (2022) 24

Item 4: Business Items to Consider

- A. Resolution: Amending Position Classification and Pay Plan
- B. Air Methods Air Ambulance Service Contract
- C. Approve Amended Agreement with First Step Builders
- D. Land Bank: Consider Sale of Property
- E. Consider Bids for Vehicle Purchases
- F. Notice of Award: Riverwalk Park Walking Trail; Recrete Design
- G. Discuss Repairs to Traffic Light

Item 5: Date/Time of Next Regular Meeting

Wednesday, January 25, 2023 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
January 9, 2023**

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: Resolution: Amending Position Classification and Pay Plan

Staff will present to the Commission certain suggested changes to the Position Classification and Pay Plan. Recommended changes are necessary due to the previously discussed changes to the Fire/EMS Department. Also included in this Resolution is a 7-percent COLA pay increase for all positions. This was approved by the Commission in the 2023 budget.

RECOMMENDED MOTION: *I move to approve Resolution 23-01, amending the Position Classification and Pay Plan.*

4.B: Air Methods Air Ambulance Service Contract

For this agenda item, the Commission is asked to approve a no-cost agreement with Air Methods, Air Ambulance Service, for air ambulance service for persons with a Neodesha mailing address.

RECOMMENDED MOTION: *I move to approve the no-cost agreement with Air Methods, Air Ambulance Service, as presented.*

4.C: Approve Amended Letter of Intent with First Step Builders

On December 14, 2022, the Commission approved a Letter of Intent with First Step Builders, for the advancement of a housing project near Skyline Drive. The Commission is asked to consider an amendment to the initial LOI, regarding the eventual purchase terms. The purchase price has not changed, but Mr. Jim Holtgraves is asking that the initial purchase price be accepted at \$1,000 per lot, with an additional \$4,000 being paid at the sale of each lot to a new homeowner.

RECOMMENDED MOTION: *I move to approve the amended Letter of Intent with First Step Builders as presented.*

4.D: Land Bank: Consider Sale of Property

The Commission is asked to convene as the Neodesha Land Bank and consider the sale of Lot #7, Timber Ridge Estates. A Land Bank application has been submitted in support of this request.

RECOMMENDED MOTION: *I move to convene as the Neodesha Land Bank to discuss the sale of property.*

RECOMMENDED MOTIONS: *I move to approve the sale of Timber Ridge Lot #7 to Carl and Libby Boldra at a cost of \$7,000, with a 50% refund upon completion of construction.*

RECOMMENDED MOTION: *I move to adjourn as the Neodesha Land Bank Board and re-convene as the City of Neodesha Governing Body.*

4.E: Consider Bids for Vehicle Purchases

Staff has obtained quotes from several different auto dealerships for pricing on the purchase of a pickup truck for the Water Department, and a City Hall trip car. The lowest bids were from the Patriot Auto Group, Bartlesville, OK. The Commission is asked to approve the purchase of two vehicles, at a cost not to exceed \$66,000.

RECOMMENDED MOTION: *I move to approve the purchase of a 2022 Chevy 1500 pickup truck, and a 2023 Chevy Equinox from Patriot Auto Group, at a cost not to exceed \$66,000.*

4.F: Notice of Award: Riverwalk Park Walking Trail; Recrete Design

On November 9, 2022, the Commission accepted the second, separate bid, from Recrete Design, for \$50,000 for a cement walking path around the pond at Riverwalk Park. The Commission is asked to approve the issuance of a Notice of Award to Recrete Design for the walking path project.

RECOMMENDED MOTION: *I move to approve the Notice of Award to Recrete Design, for the walking path project at Riverwalk Park.*

4.G: Discuss Repairs to Traffic Light

Staff will ask the Commission to discuss the condition of the traffic signal at 8th & Main; the projected costs of repair, and KDOT's position on the effectiveness of, and need for, the traffic signal.

RECOMMENDED MOTION: *N/A*

Neodesha, Kansas
December 28, 2022

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, December 28, 2022, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Vice-Mayor Moffatt presiding and Commissioner Nichol present. Mayor Devin Johnson, Community Development Director Jeri Hammerschmidt and Assistant City Clerk Rhonda Howell were absent from the meeting.

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

Commission reports were heard.

City Administrator reports were heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the consent agenda as presented consisting of minutes from the December 14, 2022 Meeting; minutes from the December 19, 2022 Special Call Meeting; and Appropriation (2022) 24. Seconded by Vice-Mayor Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution formally documenting our various accounts, and approving signature authority for City expenditures. Discussion held.

RESOLUTION NO. 22-25

NOW, on this 28th day of December, 2022, at a regular meeting of the Governing Body of the City of Neodesha, Kansas, the following Resolution was adopted.

WHEREAS, the Bank of Commerce; the Equity Bank of Neodesha; and the Community National Bank of Neodesha, Kansas, have been designated as depositories for the funds of the City of Neodesha, Kansas; and

WHEREAS, certain officers and Commissioners of the City of Neodesha, Kansas, have been designated and authorized to deposit and withdraw said funds upon checks, drafts, notes, or orders of the City of Neodesha, Kansas.

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

Section 1. That the Bank of Commerce of Neodesha, Kansas, be and it is hereby designated a depository of the City of Neodesha, Kansas, for its General Account 010111; Petty Cash Account 104361; Flexi-Vest Account 751278; Fire Insurance Proceeds Fund Account 753564; Employee Benefits Account 116912; Raw Water Project Bond Account 3001673; Emergency Equipment Reserve Fund Account 3006011; and Norman No Oil Well and Museum Account 3004025; and that the funds in said accounts so deposited may be withdrawn upon a check, draft, note, or order of the City of Neodesha, Kansas.

Section 2. That all checks, drafts, notes or orders drawn against the General Account 010111 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Tom Nichol	Commissioner
Michael Tigner	Treasurer
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 3. That all checks, drafts, notes or orders drawn against the Flexi-Vest Account 751278, and the Fire Insurance Proceeds Fund Account 753564 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Tom Nichol	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

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Section 4. That all checks, drafts, notes or orders drawn against the Petty Cash Account 104361 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Rhonda Howell	Assistant City Clerk
Anita Buchanan	Utility Billing Supervisor

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 5. That all checks, drafts, notes or orders drawn against Raw Water Project Bond Account 3001673; and Norman No Oil Well and Museum Account 3004025 shall be signed by two of the following:

<u>NAME</u>	<u>TITLE</u>
Stephanie Fyfe	City Clerk
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Tom Nichol	Commissioner
Eddy R. Truelove	City Administrator

Section 6. That all checks, drafts, notes or orders drawn against Employee Benefits Account 116912 shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Tom Nichol	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 7. That all checks, drafts, notes or orders drawn against the Emergency Equipment Reserve Fund Account 3006011 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Tom Nichol	Commissioner
Michael Tigner	Treasurer
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 8. That the signatures mentioned in Sections 2, 3, 4, 5, and 6 above shall be duly certified to said Bank of Commerce of Neodesha, Kansas; and that no checks, drafts, notes or orders drawn against said Bank shall be valid unless so signed. That said Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not.

Section 9. That Equity Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

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<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Tom Nichol	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

Section 10. That the Community National Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Tom Nichol	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

Section 11. That this Resolution shall take effect upon its adoption by the Governing Body of the City of Neodesha, Kansas.

Commissioner Nichol moved to adopt Resolution 22-25 regarding depository authority for City accounts. Seconded by Vice-Mayor Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution to consider a waiver to the Generally Accepted Accounting Principles (GAAP), for our financial statements for the year ending December 31, 2022. Discussion held.

RESOLUTION NO. 22-26

A RESOLUTION FINDING THAT FINANCIAL STATEMENTS AND REPORTS PREPARED IN CONFORMITY TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ARE NOT RELEVANT TO THE REQUIREMENTS OF THE CASH BASIS AND BUDGET LAWS OF THE STATE AND ARE OF NO SIGNIFICANT VALUE TO THE GOVERNING BODY OR MEMBERS OF THE GENERAL PUBLIC OF THE CITY OF NEODESHA.

WHEREAS, The Governing Body of the City of Neodesha, Kansas, did on the 28th day of October, 1986, pass and approve Charter Ordinance No. 4 exempting itself from the provisions of K.S.A. 75-1120a as amended, insofar as said statutes require fixed asset records; and

WHEREAS the City of Neodesha, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2022 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the governing body or the members of the general public of the City of Neodesha and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended December 31, 2022.

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

SECTION 1. That the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Neodesha for the year ended December 31, 2022.

SECTION 2. That the Governing Body shall cause the financial statements and financial reports of the City of Neodesha to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Commissioner Nichol moved to adopt Resolution 22-26 regarding the GAAP waiver as presented. Seconded by Vice-Mayor Moffatt. Motion carried.

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Administrator Truelove addressed the Commission regarding a resolution to formalize findings and determinations as to the need for housing within the City of Neodesha. Discussion held.

RESOLUTION 22-27

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF NEODESHA, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") with a population of less than 2200 located in a county with a population of less than 8700, to designate rural housing incentive districts within such city; and,

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and,

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and,

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and,

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and,

WHEREAS, the City of Neodesha, Kansas (the "City") has an estimated population of 2127, is located in Wilson County, Kansas, which has an estimated population of 8665 and therefore constitutes a city as said term is defined in the Act; and,

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated November 2022 (the "Needs Analysis"), a copy of which is on file in the office of the City Clerk; and,

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Neodesha, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations recited in **Sections 2** through **5** of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District
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Neodesha, Kansas
December 28, 2022

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pursuant to the Act, within boundaries of the real estate legally described in **Exhibit A**, attached hereto, and shown on the maps depicting the existing parcels of land contained in **Exhibit B-1 through Exhibit B-3**, attached hereto (the "District").

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the Secretary's review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

Commissioner Nichol moved to adopt Resolution 22-27, a proposal for a Rural Housing Incentive District, as presented. Seconded by Vice-Mayor Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of seven (7) Cereal Malt Beverage Licenses for 2023. Discussion held.

Commissioner Nichol moved to approve the 2023 Cereal Malt Beverage Licenses for: Casey's General Store; Pizza Hut; AKAS, Inc (Jumpstart); Little Bear Trading Company Inc; Le'Store; G & W Foods Inc; and El Ranchero LLC. Seconded by Vice-Mayor Moffatt. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Monday, January 9, 2023 at 2:00 p.m.

At 2:27 p.m. Commissioner Nichol moved to adjourn. Seconded by Vice-Mayor Moffatt. Motion carried.

ATTEST:

J.D. Moffatt, Vice-Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

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

Neodesha, Kansas
January 4, 2023

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Wednesday, January 4, 2023, at 12:00 p.m., at City Hall, for the following purpose:

1. Ordinance: Authorizing a Generating Capacity Contract; KMEA

The Board of Commissioners met in a Special Call Session at 12:00 p.m. in the Commission Room at City Hall on Wednesday, January 4, 2023 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Administrator Truelove addressed the Commission regarding an ordinance authorizing the execution of a generating capacity contract with KMEA. Also in attendance, by Zoom, was Mitch Walter from Gilmore & Bell; Tom Saitta, Gerry Bieker and Paul Mahlberg from KMEA. Discussion held.

ORDINANCE NO. 1775

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS, AUTHORIZING THE EXECUTION OF A GENERATING CAPACITY CONTRACT, BETWEEN THE CITY OF NEODESHA, KANSAS, AND THE KANSAS MUNICIPAL ENERGY AGENCY RELATING TO THE ACQUISITION OF CERTAIN GENERATION FACILITIES AND MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Kansas Municipal Energy Agency ("KMEA") is a municipal energy agency organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, the City of Neodesha, Kansas (the "City") owns or operates a utility furnishing electricity (the "System") and the City is a member in good standing of KMEA; and

WHEREAS, in order to secure an additional source of energy and capacity to meet the City's load requirement, KMEA intends to acquire four (4) enclosed Caterpillar CI 75-16 Tier 4 Final diesel generator sets, including any related software (embedded therein or otherwise) and any and all related general intangibles, replacements, repairs, additions, attachments, accessories and accessions for installation at the City (the "Project"); and

WHEREAS, the governing body of the City has directed KMEA to pursue financing options in order to obtain funding for the Project; and

WHEREAS, KMEA has identified certain financing alternative structures pursuant to which KMEA will issue its revenue bonds or enter into a lease purchase agreement in order to obtain funds acquire, equip and install the Project (such financing arrangements are collectively referred to as the "Bonds"); and

WHEREAS, the City is authorized to enter into contracts for the supply of electricity from any person, firm, corporation or other municipality for a period not in excess of forty (40) years under K.S.A. 12-825j; and

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WHEREAS, the City desires to enter into a Generating Capacity Contract with KMEA relating to the City's purchase of electricity generated in connection with the operation of the Project (the "Power Contract"), which payments made pursuant to the Power Contract shall be sufficient to: (a) provide for the operation of the Project, including establishing any necessary reserves; and (b) make all payments on the Bonds, including associated financing costs; and

WHEREAS, the City owns the real property upon which the Project will be located (the "Real Property") and desires to enter into a Site Lease (the "Site Lease") of the Real Property to KMEA for the installation and operation of the Project.

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

Section 1. Authorization of Power Contract and Site Lease. The Power Contract and Site Lease are hereby approved in substantially the form presented to the governing body this date with such changes and modifications as may be necessary to conform the Power Contract to the final terms of the financing documents relating to the Project and the Bonds. Upon the receipt of suitable financial terms relating to the Bonds as determined by the Mayor, and upon the recommendation of KMEA, the Mayor is authorized to execute the Power Contract. The Mayor and Clerk are also authorized and directed to execute any and all other documents or certificates necessary to affect the purposes set forth in this Ordinance, the Power Contract and the Site Lease.

Section 2. Pledge of Revenues; Obligation to Make Payments. Subject to the satisfaction of the conditions set forth herein, the governing body of the City hereby pledges the gross revenues (the "Revenues") of the System to the City's payment obligations under the Power Contract. The payments by the City for Electricity, as such term is defined in the Power Contract, shall constitute operating expenses of the System. The obligation of the City to make payments to KMEA under the Power Contract, whether or not reduced to judgment, shall not constitute general obligations of the City, and the City shall not be required to make such payments from any source other than the Revenues of the System.

Section 3. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to pay all operating expenses of the System, including the obligation to make the payments required by the Power Contract and provide reasonable and adequate reserves for the general protection and benefit of the System.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City.

Commissioner Nichol moved to adopt Ordinance 1775 as presented and to authorize the Mayor to sign the contract once completed. Seconded by Commissioner Moffatt. Motion carried.

At 12:23 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 24****1/9/2023**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	FIBER OPTIC SYSTEM	594.52	71604	1/9/2023
BORDER STATES INDUSTRIES INC	ELECTRIC SUPPLIES	315.24	71605	1/9/2023
CITY OF NEODESHA	GAS SURVEY WINNER 2022	100.00	71606	1/9/2023
FREDONIA TRUE VALUE HARDWARE	SHEEPSKIN GLOVES	13.99	71607	1/9/2023
HUGO'S INDUSTRIAL SUPPLY, INC	OFFICE SUPPLIES	29.15	71608	1/9/2023
J.P. COOKE CO	DOG & CAT TAGS	204.70	71609	1/9/2023
JOYCE JOHNSON	AMBULANCE FEE REFUND	35.00	71610	1/9/2023
KANSAS ONE-CALL SYSTEM, INC	DECEMBER LOCATES	30.00	71611	1/9/2023
KANSAS STATE TREASURER	G O BOND PAYMENT	65,996.00	71612	1/9/2023
KANSAS DEPT OF HEALTH & ENVIRO	WATER ANALYSIS Q9000	479.00	71613	1/9/2023
LAKELAND OFFICE SYSTEMS	NOV/DEC OVERAGE STATEMENT	70.86	71614	1/9/2023
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	30.18	71615	1/9/2023
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,490.92	71616	1/9/2023
MIDWEST COMPUTER SALES	IT SERVICES	626.20	71617	1/9/2023
NEODESHA DERRICK NEWS	PUBLICATIONS	1,254.00	71618	1/9/2023
O'REILLY AUTOMOTIVE INC	AUTO PARTS	55.68	71619	1/9/2023
PATRIOT SERVICE COMPANY	SANITATION UNITS	400.00	71620	1/9/2023
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	156.30	71621	1/9/2023
QUILL LLC	OFFICE SUPPLIES	300.71	71622	1/9/2023
REYNOLDS PLUMBING & ELECTRIC	PARTS & REPAIR	1,049.50	71623	1/9/2023
SEK COOP INC	PROPANE	1,690.83	71624	1/9/2023
WAYNE SIEGERT	AMBULANCE FEE REFUND	151.43	71625	1/9/2023
SPARKLIGHT	INTERNET SERVICE	175.62	71626	1/9/2023
TBS ELECTRONICS INC	RADIO REPAIR	80.00	71627	1/9/2023
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	170.45	71628	1/9/2023
UNIFIRST CORPORATION	RUG & CLEANING SUPPLIES	1,092.33	71629	1/9/2023
US CELLULAR	CELL PHONE/TABLET CHARGES	422.18	71630	1/9/2023
EVERGY	STREET LIGHTS @ OTTAWA	113.77	71631	1/9/2023
WESTERN AUTO	SUPPLIES	64.14	71632	1/9/2023

WILSON MEDICAL CENTER

DECEMBER TAX DISTRIBUTION

30,856.44

71633

1/9/2023

****TOTAL****

109,049.14

CITY OF NEODESHA

RESOLUTION 23-01

A RESOLUTION AMENDING THE POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA, KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-14.

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

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

WHEREAS, the City of Neodesha Governing Body established a pay plan and position descriptions for all City of Neodesha employees in the form of a Position Classification and Pay Plan document to establish an equitable pay system based upon merit performance to be administered by the City Administrator:

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

That the following amendments be made to the adopted Position Classification and Pay Plan for the City of Neodesha:

- Amend Section 2.7 Demotion to include the statement, “Demotions, both voluntary and involuntary, shall have no impact on the employee’s anniversary date. Annual evaluations shall continue to be given from the employee’s original anniversary date.
- Deletion of job descriptions for Fire Lieutenant/EMT, Fire Lieutenant/AEMT, Fire Lieutenant/Paramedic, and Fire Captain/EMT.
- Amend Section 4 Pay Tables, to remove the Fire Lieutenant/EMT, Fire Lieutenant/AEMT, Fire Lieutenant/Paramedic, and Fire Captain/EMT.
- Amend Section 4 Pay Tables, to move Fire Fighter/Paramedic to grade 5; move Fire Captain/AEMT to grade 6; move Fire Captain/Paramedic to grade 7.
- Amend Section 4 Pay Tables, to remove Pay Range 4A, 5A, 5B, 6A and 6B.
- Amend the job description for Fire Captain to include the requirement for AEMT or Paramedic certification.
- Amend the Fire/EMS Department organization chart to reflect three Fire Captain/AEMT/Paramedics, and nine Firefighter/EMS Technicians.
- Amend Section 4 Pay Tables, to add a seven-percent Cost of Living Adjustment (COLA) for Budget Year 2023.
- Amend Table of Contents, organization charts, and page numbers to reflect the above-mentioned changes.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 9th day of January, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ONE CALL AGREEMENT FOR EMERGENCY AIR MEDICAL SERVICES

This One Call Agreement for Emergency Air Medical Services (this “Agreement”) is made and entered into effective as of January 15, 2023 (the “Effective Date”) between **Air Methods Corporation**, a Delaware corporation, having its principal place of business at 5500 S. Quebec Street, Suite 300, Greenwood Village, CO 80111 (“AMC”), and the **City of Neodesha, Kansas**, with an address at 1407 N. 8th Street, Neodesha, KS 66757 (“CITY”) and all residents with a Neodesha, KS mailing address.

WHEREAS, the CITY may require coordinated and centralized communication services to obtain air ambulance services for scene-based emergencies; and AMC, through the Air Methods Communications Center (“AirCom”), shall serve as the one call partner for the CITY, providing communications center services for all scene-based emergency air ambulance service requests within the CITY, pursuant to the procedure described below, which has been developed and approved by the CITY (the “Procedure”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM**. This Agreement shall remain in effect until terminated by written notice.
2. **PROCEDURE**.
 - a. If the CITY requires scene-based emergency air ambulance services, **the CITY shall use the CITY Emergency Communications Center to contact AirCom at 800-638-7085 and identify such request as a One Call request for Neodesha, Kansas.** AirCom shall obtain the location of the scene, landing zone or nearest town center (collectively, the “Scene”) from the CITY.
 - b. Using dispatch software, AirCom shall use its reasonable efforts under the specific circumstances to implement the following response matrix to locate an available aircraft:
 - i. AirCom shall identify the closest most appropriate aircraft to the Scene, with preference to AMC aircraft if such aircraft is not more than five (5) minutes or approximately ten (10) nautical miles further than any other aircraft as indicated in the AMC CAD system, and shall contact the appropriate dispatch center to request such aircraft provide the necessary emergency air medical transport services.
 - ii. If the closest most appropriate aircraft is not available or unable to respond, AirCom shall identify the next closest appropriate aircraft to the Scene, with preference to AMC aircraft as described above, and shall contact the appropriate dispatch center and specifically request the services of such aircraft.
 - iii. If the first-identified alternate aircraft is not available, AirCom shall continue to follow the procedure of Section 2(b)(ii) in an effort to locate an available aircraft. If an available aircraft is identified, AirCom shall provide that aircraft and/or appropriate dispatch center with all necessary information obtained by AirCom.
 - iv. If any aircraft declines the flight request for weather-related reasons, AirCom shall use reasonable efforts under the circumstances to identify an alternate aircraft that is able to respond, in accordance with applicable AirCom procedures. AirCom may advise such aircraft and/or appropriate dispatch center of any previous weather declinations, including (1) which base(s) declined, and (2) any weather phenomenon cited in the previous declination(s).
 - v. In the event AirCom is unable to locate an aircraft in close enough proximity to the Scene to reasonably provide air ambulance transport services under the circumstances, AirCom shall promptly notify the CITY of such aircraft unavailability.
 - c. This Procedure applies to scene flights and hospital transfers requested by the CITY and or any Neodesha, KS resident.
 - d. This Procedure was developed by the CITY and the CITY confirms that this Procedure is in accordance with all applicable laws, regulations, rules and protocols.
3. **PROMOTION OF AGREEMENT**. The CITY hereby agrees to educate and require all CITY personnel with the authority to request air medical transport services to comply with this Agreement.
4. **RELATIONSHIP**. The relationship of the parties is that of independent contractors. Nothing in this Agreement creates any

kind of partnership, joint venture, or agency relationship. Neither party nor its employees, agents or subcontractors, if any, shall in any way be deemed to be employees, agents or subcontractors of the other party. Each party shall be solely responsible for the method and manner in which it and its respective employees carry out its duties under this Agreement, and neither party shall exercise any control or direction over the methods by which the other party and its respective employees perform their respective functions hereunder, except as may otherwise be provided in this Agreement.

5. **INDEMNIFICATION.** To the extent permitted by applicable law, the CITY agrees to indemnify and hold harmless AMC and its affiliates and its and their respective directors, managers, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation expenses (collectively, "**Claims**"), based upon or rising out of the activities described in this Agreement, except for any Claim resulting from the willful or negligent acts of AMC, its agents or employees.
6. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, AMC DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT.
7. **FORCE MAJEURE.** Neither party shall be liable to the other for failure to perform its respective obligations under this Agreement if such failure results from causes beyond the non-performing party's reasonable control and occurs despite the non-performing party's best efforts to avert such failure.
8. **NO REFERRAL CONTINGENCY.** The parties agree the benefits to each do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. Each party expressly acknowledges and agrees that it has been and continues to be its intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payor. No party shall make or receive any payment that would be prohibited under state or federal law.
9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regards to conflict of laws principles thereof.
10. **NOTICE.** Any notices given hereunder shall be deemed effectively given when personally delivered, when actually received by guaranteed overnight delivery service, or five (5) business days after being deposited in the United States mail, with postage prepaid thereon, sent certified or registered mail, return receipt requested, and in all such cases addressed as set forth above with attention to Vice President, Midwest Region (with a copy to Legal Department) for AMC, and with attention to City Administrator for the CITY.
11. **MODIFICATION.** In the event that any provision of this Agreement is determined unlawful or invalid under, or inconsistent with state or federal law, the parties agree to negotiate in good faith to reform this Agreement to eliminate the illegality, invalidity, or infeasibility, and to comply with such law.
12. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties, and supersedes all prior and contemporaneous written and oral agreements, arrangements and understandings between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended except in writing signed by both parties.
13. **COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by fax, .pdf or other electronic means.

IN WITNESS HEREOF, the parties, through their respective undersigned authorized officers, have duly executed this Agreement to be effective as of the Effective Date.

AIR METHODS CORPORATION

CITY OF NEODESHA, KANSAS

By: _____

By: _____

Name: _____

Name: Devin Johnson

Title: _____

Title: Mayor

Date: _____

Date: 01/09/2023

January 9, 2023

Mr. James Holtgraves
First Step Builders, L.L.C.
22316 Midland Dr.
Shawnee KS 66226

Re: Letter of Intent

Dear Mr. Holtgraves:

The purpose of this document is to formalize your request for a Letter of Intent from the City of Neodesha to provide real estate for the construction of single-family homes.

It is our belief that your project fits the overall plan and scope in that area perfectly.

With this in mind, by this letter, the City agrees to the following key terms and conditions:

1. Real Estate. Lots 1 through 40 and Lot 69 (eighteen lots), Northgate Subdivision, City of Neodesha, Wilson County, Kansas, at a cost of \$90,000, payable at \$1,000.00 per lot at closing of property and an additional \$4,000.00 per lot will be paid to the City of Neodesha as each completed home sells.
2. Term. This letter will remain in effect for one hundred twenty (120) days from the last date signed by both parties.
3. Exclusivity. The City guarantees that it will not sell or lease this property to any other entity for the term of this Letter of Intent. The term may be extended by written approval from both the City of Neodesha and First Step Builders, L.L.C.
4. Approvals. The City of Neodesha retains the right to approve any construction plans or architectural renderings prior to the sale of real estate or construction of project.
5. Costs. The City and First Step Builders, L.L.C. will be responsible for and bear all their own respective costs incurred at any time in connection with the pursuit or consummation of the transactions contemplated in this letter.
6. Intent. The provisions of this letter are intended only as an expression of intent on behalf of the City and First Step Builders, L.L.C., are not intended to be legally binding on either party and are expressly subject to the execution of a mutually acceptable agreement after approval of the governing body of the City and principals of First Step Builders, L.L.C.

7. **Definitive Agreement.** The definitive real estate contract to be executed in accordance with the terms of this Letter of Intent will include, in addition to normal conditions precedent to closing (i) a requirement that the project will receive Kansas Housing Investor Tax Credits and (ii) that the City will receive from the State of Kansas funding from the Moderate Income Housing/Down Payment Assistance Program. Further, the obligation of the parties under the definitive agreement will be subject to determination of the infrastructure cost and the City's willingness to pay such costs.
8. **Amendment.** Any modification of the terms of this Letter of Intent must be signed by the parties hereto.
9. **Signing.** This letter may be executed in one or more counterparts, each of which will be deemed to be an original of this letter and all of which when taken together will be deemed to constitute one and the same letter.
10. **Law.** The term of this Letter of Intent (and the terms of the definitive real estate contract) shall be construed under the laws of the State of Kansas.

If the terms of this letter are agreeable to you, please sign both copies and return one original to the City of Neodesha.

CITY OF NEODESHA

FIRST STEP BUILDERS, L.L.C.

Devin Johnson, Mayor

James Holtgraves, Sole Member

Date

Date

ATTEST

WITNESSED

Stephanie Fyfe, City Clerk

**Water Plant Truck Bids
City Hall Travel Car Bids
January 9, 2023**

Vendor	Vehicle Description	Total Bid Submitted
Olathe Ford	2022 F-150 Ford 4x4 Super Crew	51,560
Olathe Ford	2023 F-150 4x4 Super Crew	55,385
Patriot Chevrolet *	2022 Chevy 1500 Silverado	39,900
Patriot Chevrolet *	2023 Chevrolet Equinox	25,790
Quality Motors	2023 Ford F-150 Supercab	41,825
Quality Motors	2022 Ford Edge	41,780
Romans Motor Co	2022 Chevy 1500 Silverado	46,279
Romans Motor Co	2022 Chevy Equinox	38,504

*** Lowest Bid & Immediate Availability**



THE CITY OF NEODESHA

P O BOX 336 NEODESHA, KANSAS 66757 PH: 620-325-2828 FX: 620-325-2481

NOTICE OF AWARD

BID DATE: November 7, 2022 **AWARD DATE:** January 9, 2023

AWARDED TO: Recreation Design

MAILING ADDRESS: 28 Century Parkway

CITY: Neodesha **STATE:** KS **ZIP CODE:** 66757

WORK PH: 620-205-9896 **E-MAIL ADDRESS:** _____

BID AMOUNT: \$ \$50,000

In accordance with the purchasing policy of the City of Neodesha, Kansas, the City has obtained, reviewed and evaluated bids received for furnishing, performing and completing all work for the project listed below:

PROJECT: Riverwalk Park Walking Trail

Thank you for submitting your bid proposal on the above listed properties. We appreciate the great deal of time and work it takes to create a bid proposal. You will be receiving a NOTICE TO PROCEED in the mail in the very near future.

Devin Johnson, Mayor

Date