

Agenda

City Commission of the City of Neodesha, KS

April 26, 2023 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 12, 2023 Minutes
- Appropriation (2023) 07

Item 4: Business Items to Consider

- A. Proclamation: National Drinking Water Week
- B. Proclamation: Public Service Recognition Week
- C. Plan Review for Bond Issue: Series 2023-A; Water/Sewer Project; Dave Arteberry
- D. Ordinance: Dangerous Structures: 1316 N 4th Street Authorizing Demolition
- E. Rescind Abatement: Dangerous Structures; 1017 Grant Street
- F. Resolution: Amending Personnel Policy Manual
- G. Resolution: Amending Position Classification & Pay Plan
- H. Right-of-way Agreements: Evergy
- I. Approve Pathways to a Healthy Community Pledge
- J. Approve Purchase of a Police Vehicle
- K. Approve Purchase of Lift Station Pump
- L. Consider Alley Resurface Project
- M. Consider Wayfinding Signage Project
- N. Consider Repairs to Sidewalks: Precision Concrete Cutting
- O. City Administrator Contract 2023/2024
- P. Resignation of Commissioner Nichol

Item 5: Date/Time of Next Regular Meeting

Wednesday, May 10, 2023 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Non-elected Personnel

Item 7: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
April 26, 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: Proclamation: National Drinking Water Week

4.B: Proclamation: Public Service Recognition Week

4.C: Plan Review for Bond Issue: Series 2023-A; Water/Sewer Project; Dave Arteberry

The Commission will welcome Mr. Dave Arteberry, Stifel, Nicholas & Co, for review of the plan on issuing bonds for the Water/Sewer Project. This presentation is a scheduled event on the Bond Issue Calendar of Events.

RECOMMENDED MOTION: *N/A*

4.D: Ordinance: Dangerous Structures: 1316 N 4th Street

On February 8, 2023, the Commission approved Resolution 23-02, declaring the property at 1316 N. 4th Street as dangerous and unsafe, and allowing the property owner 30 days to make the property safe. On March 22, 2023, the Commission tabled the Resolution until April 26, 2023, to allow time for the sale of the property. Staff is still attempting to verify that the property has been sold. Therefore, the Commission is asked to consider either rescinding the abatement process; approve the ordinance for demolition, or to table the agenda item.

RECOMMENDED MOTION: *I move to approve Ordinance 1782, directing the removal of certain dangerous and unsafe structures at 1316 N. 4th Street.*

Or

I move to table the abatement process on 1316 N. 4th Street for _____ days to allow the property owner additional time for compliance with City Code.

Or

RECOMMENDED MOTION: *I move to rescind the abatement process for 1316 N. 4th Street due to the sale of the property.*

4.E: Rescind Abatement: Dangerous Structures; 1017 Grant Street

On December 14, 2022, the Commission approved Resolution 22-22, declaring the property at 1017 Grant Street as dangerous and unsafe, and allowed the property owner 120 days to make the property safe. The demolition of this property has been conducted by the property owner. Therefore, the Commission is asked to rescind the abatement process for 1017 Grant Street.

RECOMMENDED MOTION: *I move to rescind the abatement process for 1017 Grant Street due to the property being brought into code compliance.*

4.F: Resolution: Amending Personnel Policy Manual

Staff will brief the Commission on suggested changes to the Neodesha Personnel Policy Manual. The Commission is asked to adopt Resolution 23-06 and the recommend changes.

RECOMMENDED MOTION: *I move to adopt Resolution 23-06 as presented.*

4.G: Resolution: Amending Position Classification & Pay Plan

Staff will brief the Commission on suggested changes to the Neodesha Position Classification & Pay Plan. This Resolution will change the pay grade of Linemen to Grade 7. The Commission is asked to adopt Resolution 23-07 and the recommend changes.

RECOMMENDED MOTION: *I move to adopt Resolution 23-07 as presented.*

4.H: Right-of-way Agreements: Evergy

The Commission is asked to consider a Right-of-way agreement with Evergy Energy Co., for the installation of a new powerline in the area of N. 4th Street.

RECOMMENDED MOTION: *I move to approve the Right-of-way agreement with Evergy Energy Company as presented.*

4.I: Approve Pathways to a Healthy Community Pledge

The Commission is asked to approve the Pathways to a Healthy Community Pledge document. Approval of this pledge document will better position us to receive grant dollars through Blue Cross/Blue Shield, and the Pathways to a Healthy Community program.

RECOMMENDED MOTION: *I move to approve the Pathways to a Healthy Community Pledge, and authorize the Mayor to sign.*

4.J: Approve Purchase of a Police Vehicle

Chief Tomlinson has secured a quote from Superior Emergency Response Vehicles, for the purchase of a new police vehicle. This capital outlay item was approved for the 2023 budget year.

RECOMMENDED MOTION: *I move to approve the purchase of a police vehicle from Superior Emergency Response Vehicles, at a cost not to exceed \$46,544.40.*

4.K: Approve Purchase of Lift Station Pump

Water/Wastewater Director Bair has obtained a quote from Enviro-Line Co. Inc., for the purchase of a lift station pump. The old one has died, and we need a pump. The quote is for \$6,970, but staff is concerned that the shipment charges are unknown at this time.

RECOMMENDED MOTION: *I move to approve the purchase of a lift station pump from Enviro-Line Co. Inc., at a cost not to exceed \$8,000.*

4.L: Consider Alley Resurface Project

For this agenda item, the Commission is asked to consider an alley resurface project. The alley is in the 500 block of Main, north alley, behind Bank of Commerce. This project was originally approved by the Commission November 9, 2022. Staff understands that this project did not take place, but was approved at a cost not to exceed \$14,307, and the Commission also required a surface depth of 6-inches. There was a lack of time to execute the project, and hot mix was in short supply. The updated quote is for \$16,307, and Mrs. Hull explained that the project could not be done with 6-inches.

RECOMMENDED MOTION: *I move to approve the alley paving project in the 500 block of Main Street, by Jeff Hull Paving, at a cost not to exceed \$16,307.*

4.M: Consider Wayfinding Signage Project

For this agenda item, the Commission is asked to consider the purchase of updated wayfinding signage for the City of Neodesha. This agenda item was a discussion-only item for the Commission on March 8, 2023. The Commission asked that this project be discussed with the Economic Development Committee.

RECOMMENDED MOTION: *I move to approve the purchase of wayfinding signage from CDL Electric, at a cost not to exceed _____.*

4.N: Consider Repairs to Sidewalks: Precision Concrete Cutting

For this agenda item, the Commission is asked to consider a quote from Precision Concrete Cutting, for the repair to numerous sidewalk locations on Main Street and 8th Street. Staff will present information about the sidewalk cutting process, and costs.

RECOMMENDED MOTION: *I move to approve the sidewalk repair project, with Precision Concrete Cutting, at a cost not to exceed _____.*

4.O: City Administrator Contract 2023/2024

The current contract with the City Administrator will expire April 30, 2023. The Governing Body is asked to review the contract and consider a one-year renewal. (Note: The Commission should recess to Executive Session before making any motions.)

RECOMMENDED MOTION: *I move to approve the City Administrator contract with Eddy R. Truelove as presented.*

4.P: Resignation of Commissioner Nichol

For this agenda item, the Commission will accept the resignation of Commissioner Tom Nichol. Commissioner Nichol has served the City as a Commissioner since his appointment February 12, 2020.

RECOMMENDED MOTION: *I move to accept Commissioner Tom Nichol's resignation, effective at the end of today's meeting.*

Item 6: Executive Session:

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body 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 ____ p.m.

And/or

I move to recess to an Executive Session including the Governing Body, City Administrator, and City Clerk 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 ____ p.m.

April 12, 2023

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, April 12, 2023, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Moffatt and Nichol present. Assistant City Clerk Rhonda Howell was absent from the meeting.

Commissioner Nichol moved to approve the agenda as presented with the addition of Item 4D: Resolution: RV Park Rules, Registration, and Fees. Seconded by Commissioner Moffatt. Motion carried.

Commission reports were heard.

City Administrator reports were heard.

Community Development Director reports were heard.

Public Comments were invited and heard.

Commissioner Moffatt moved to approve the consent agenda as presented consisting of minutes from the March 21, 2023 Special Call Meeting; minutes from the March 22, 2023 Meeting; minutes from the April 3, 2023 Special Call meeting; and Appropriation (2023) 06. 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 2023 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 week of April 17 – 21, 2023 as National Work Zone Awareness Week raising awareness of the need for work zone safety through campaigns such as this.

Mayor Johnson read a proclamation designating April 18, 2023 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 resolution that establishes policy for RV Park rules, registration, and fees. Discussion held.

RESOLUTION 23-05

A RESOLUTION ADOPTING AND ESTABLISHING A POLICY FOR RV PARK RULES, REGISTRATION, AND FEES FOR THE CITY OF NEODESHA, KANSAS AND RESCINDING ANY RV PARK POLICIES THAT MAY HAVE HERETOFORE BEEN ADOPTED BY THE NEODESHA CITY COMMISSION.

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

WHEREAS, it is the intent of the City of Neodesha to establish a policy for RV Park rules, registration, and fees as a policy directive to guide the City Administrator in the effective management of the City's RV Parks, consistent with the permissible exercise of home rule powers;

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

The Policy for RV Park Rules, Registration, and Fees for the City of Neodesha dated April 12, 2023 is hereby adopted effective as of the date of this resolution.

Commissioner Moffatt moved to adopt Resolution 23-05, establishing a policy for RV Parks in the City of Neodesha. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding an amended agreement with First Step Builders for the Northgate Subdivision. Discussion held.

Commissioner Nichol moved to approve the amended agreement with First Step Builders as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a Letter of Intent with First Step Builders, for building additional housing at 907 and 911 N 8th Street, and 902 and 904 N 9th Street. Discussion held.

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

Administrator Truelove addressed the Commission regarding a Notice of Award to TLC Groundskeeping LLC for privatized mowing. The bid was originally approved at the March 23, 2023 meeting. This motion will formalize the process. Discussion held.

Commissioner Nichol moved to approve the Notice of Award to TLC Groundskeeping LLC, for privatized mowing. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a Notice to Proceed for privatized mowing for TLC Groundskeeping LLC. Discussion held.

Commissioner Nichol moved to approve the Notice to Proceed to TLC Groundskeeping LLC, for privatized mowing. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of gas meters to assist in the conversion to automated metering. Discussion held.

Commissioner Nichol moved to approve the purchase of gas meters from Koons Gas Measurement at a cost not to exceed \$45,040.98. Seconded by Commissioner Moffatt. Motion carried.

(continued on next page)

Administrator Truelove addressed the Commission regarding the purchase of water meters to assist in the conversion to automated metering. Discussion held.

Commissioner Moffatt moved to approve the purchase of water meters from Border States at a cost not to exceed \$30,000. Seconded by Commissioner Nichol. Motion carried.

At 2:55 p.m. Commissioner Nichol requested a 5-minute recess. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording paused.

At 3:00 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.

Administrator Truelove addressed the Commission regarding a discussion on the particulars of a future, potential ordinance to allow chickens within the city limits. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the resignation of a Public Works Department employee. Discussion held.

Commissioner Nichol moved to accept the resignation of Public Works employee Dominic Ramey, effective April 7, 2023. Seconded by Commissioner Moffatt. Motion carried.

At 3:40 p.m. Commissioner Nichol requested a 5-minute recess. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording paused.

At 3:45 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.

Commissioner Nichol moved to recess to an Executive Session including the Governing Body, City Administrator, Electric Superintendent, 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 4:20 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 4:20 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. No action taken.

Commissioner Moffatt moved to recess to an Executive Session to include only the Governing Body 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 4:35 p.m. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:35 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. No action taken.

Commissioner Moffatt moved to table the City Administrator Contract 2023/2024 to the April 26, 2023 meeting upon the advice of the City Attorney. Seconded by Commissioner Nichol. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, April 26, 2023 at 2:00 p.m.

At 4:38 p.m. Commissioner Nichol moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 7****4/26/2023**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	289.31	72053	4/26/2023
ADVANCE INSURANCE COMPANY	MARCH PREMIUMS	530.79	72055	4/26/2023
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	663.98	72056	4/26/2023
CALLTOWER	PHONE CHARGES	334.84	72057	4/26/2023
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	748.23	72058	4/26/2023
CASCO INDUSTRIES, INC	HELMET	321.20	72059	4/26/2023
CLEAVER FARM & HOME	SUPPLIES	180.43	72060	4/26/2023
D & D AUTO REPAIR & ALIGNMENT	BATTERY	419.90	72061	4/26/2023
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 5/23	50.00	72062	4/26/2023
EMC INSURANCE COMPANIES	DEDUCTIBLE-LA20-Z01709453	2,500.00	72063	4/26/2023
EMERGENCY APPARATUS MAINTENANCE	PUMP TEST & SERVICE	1,795.18	72064	4/26/2023
FREDONIA OUTDOOR EQUIPMENT	PARTS	447.15	72065	4/26/2023
G & W FOODS	CLEANING SUPPLIES	179.21	72066	4/26/2023
HUBER & ASSOCIATES INC	KLER INTERFACE MAINTENANCE	805.00	72067	4/26/2023
INA ALERT.INC	SECURITY CAMERA W/MICROPHONE	1,219.91	72068	4/26/2023
KANSAS DEPARTMENT OF REVENUE	2023 WTP FEES JAN-FEB-MARCH	858.20	72069	4/26/2023
LABETTE COMMUNITY COLLEGE	FIRE SCHOOL REGISTRATIONS	500.00	72070	4/26/2023
LAWSON PRODUCTS	SUPPLIES	142.04	72071	4/26/2023
MIDWEST COMPUTER SALES	ONLINE BACKUP SOLUTION	29.95	72072	4/26/2023
NDB NEODESHA	1ST HALF INS INSTALLMENT 2023	126,489.50	72075	4/26/2023
NEWTON LUMBER CO INC	SUPPLIES	114.12	72076	4/26/2023
OPTIV SECURITY INC	FOB TOKENS-KCJIS SYSTEM	55.67	72077	4/26/2023
ORSCHELNS	SUPPLIES	399.99	72078	4/26/2023
PATRIOT SERVICE COMPANY	SANITATION UNITS	400.00	72079	4/26/2023
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	1,132.56	72080	4/26/2023
PRIMROSE OIL COMPANY INC	GREASE	573.81	72081	4/26/2023
RODNEY M SCHLEGEL II	RIVERWALK PARK PROJECT	4,224.00	72082	4/26/2023
SANDBAGGER GOLF & TURF	MOWER PARTS	179.49	72083	4/26/2023
SOUTHERN UNIFORM & TACTICAL	UNIFORMS	422.90	72084	4/26/2023

SPARKLIGHT	INTERNET SERVICE	124.17	72085	4/26/2023
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	1,361.07	72086	4/26/2023
TRI VALLEY DEVELOPMENTAL SERVICE	DOCUMENT DESTRUCTION	32.40	72087	4/26/2023
UNIFIRST CORPORATION	RUG & CLEANING SUPPLIES	1,115.42	72088	4/26/2023
US CELLULAR	TABLET CHARGES	51.57	72089	4/26/2023
WESTERN AUTO	SUPPLIES	97.68	72090	4/26/2023
WILSON COUNTY HEALTH DEPT	IMMUNIZATIONS	973.00	72091	4/26/2023
WILSON COUNTY REGISTER OF DEED	FAXED COPIES	29.00	72092	4/26/2023

****TOTAL****

149,791.67

ACH ELECTRIC ENERGY STATEMENTS BILLED APRIL 2023

KMEA - SPA Hydro Project	March 2023 Service	3,901.61
KMEA - GRDA Power Supply Project	May 2023 Service	97,671.60
KMEA - Energy Mgmt Project No 3	March 2023 Service	92,204.81

TOTAL ACH Electric Energy Statements

193,778.02



Drinking Water Week 2023

May 7-13, 2023

**CITY OF NEODESHA
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 consumer s' 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 7-13, 2023, as Drinking Water Week.

Attest:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



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, 2023, 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 26th day of April 2023.

Devin Johnson, Mayor

Attest:

Stephanie Fyfe, City Clerk

City of Neodesha, Kansas
General Obligation Bonds
Series 2023-A
(USDA Rural Development Loan)

Calendar of Events

Date	Activity	Responsible Party								
April	21	Final settlement numbers calculated	MA							
	26	Commission reviews plans to issue bonds	I/MA							
	May	11	Draft ordinance and resolution authorizing issuance of bonds distributed	BC						
		Final amortization schedule distributed	P							
		Due diligence questionnaire forwarded to City	MA							
18		Due diligence questionnaire completed	I/MA							
		Comments due on draft bond ordinance and resolution	I/BC/MA/P							
19		Final bond ordinance and resolution forwarded to City	BC							
24	Commission adopts ordinance and resolution authorizing issuance of bonds	I/MA								
25	Transcript assembly begins	BC								
June		Bond ordinance forwarded to local paper for publication	I/BC							
	3	Bond ordinance published in local paper	--							
	15	Transcript completed and forwarded to Attorney General	BC							
		Bond printing complete - Bond forwarded to State Treasurer	BC							
		Bond registration instructions to State Treasurer	BC/P							
	16	Closing arrangements distributed in writing	MA							
18	Transcript approved	--								
30	Closing and delivery of funds	I/BC/MA/P								
July	1	Series A 2021 Notes redeemed	--							

April						
S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	R	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

I = Issuer, City of Neodesha
BC = Bond Counsel, Triplett Woolf Garretson
MA = Municipal Advisor, Stifel, Nicolaus & Company
P = Purchaser, USDA Rural Development

CITY OF NEODESHA

RESOLUTION 23-06

A RESOLUTION AMENDING THE PERSONNEL POLICIES FOR THE CITY OF NEODESHA, KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-13, AND REPEALING RESOLUTION 20-02 REGARDING FIRE DEPARTMENT STANDBY PAY.

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

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

That the following amendments be made to the adopted Personnel Policy Manual:

- Amend Section 2 Employment; 2.17 Residency to read:

2.17 Residency:

With the exception of the City Administrator and City Clerk, City employees are not required to live within the city limits of Neodesha. City Police, Fire/EMS, Electric, Gas, and Water Distribution personnel must be able to respond within 30 minutes of being called to duty. It will be the responsibility of the Department Head to monitor the response times of employees. Failure of an employee to respond with the maximum allowable response time may result in disciplinary action up to and including termination.

- Amend Section 5 Compensation; 5.5 Overtime to read:

5.5 Overtime

Overtime shall be paid in accordance with FLSA to non-exempt employees at the rate of one and one-half (1.5) times regular pay for hours in excess of required actual hours worked in a defined pay cycle or pay period. The hours required within pay cycles and pay periods before overtime is paid are as follows:

- a. Police employees: One hundred seventy-two (172) hours in a twenty-eight (28) day work cycle.
- b. Fire employees: Two hundred twelve (212) hours in a twenty-eight (28) day work cycle.
- c. All other City employees: All hours worked in excess of forty (40) hours in a seven (7) day period.

All overtime must take place at the direction of a Department Head and approved by the City Administrator or his/her designee. An employee cannot claim overtime without being directed to perform overtime by an authorized person.

For an emergency call-out, an employee shall qualify for overtime, regardless of the number of hours worked during the week. Emergency call-outs shall be certified by the Department Director.

- Amend Section 5 Compensation; Delete 5.9 Fire Department Employee Standby Pay.
- Amend Section 5 Compensation; 5.10 Standby Requirements to read:

5.9 Standby Requirements

An employee placed on Standby must be and remain able to perform the work they are expected to be called out to perform. The following requirements must be met when on Standby:

- a. The Standby employee must remain subject to call and have a cell phone on their person during the time of Standby. The employee must remain within thirty (30) minutes response time of the City.
- b. An employee is prohibited from being under the influence of alcohol, prescription drugs, and any illegal or controlled substances that would impair the individual from being able to perform the task they are receiving Standby pay to perform.
- c. An employee must be physically able to perform their duties when called upon.
- d. Any employee who is called into work while on Standby and is impaired for any reason, including items (b) and (c) above, will be sent home, forfeit any pay received for Standby back to the last time the employee was on duty; and further, will be subject to disciplinary action.
- e. Any employee called into work while on Standby and fails to do so, or calls another employee or individual to report for them, will forfeit any pay received for Standby back to the last time the employee was on duty and will be subject to a review of the situation by the employee's Supervisor and the City Administrator.
- f. Acceptable reasons for not being able to report to duty when called upon include, but are not necessarily limited to, an immediate family emergency or illness, a vehicle accident when responding to work while on Standby, or extreme weather

conditions. All such reasons shall be acceptable when reporting to his or her immediate Supervisor when not being able to respond.

- Amend Section 5 Compensation: Add 5.10 Electric Lineman Training and Retention Pay; Neodesha Electric Department employees classified as Electric Linemen shall be offered the opportunity to enroll in a four-year Lineman training program. Upon successfully completing each year of training, the employee classified as an Electric Lineman shall receive a one dollar pay increase. Additionally, employees classified as Electric Linemen shall receive retention pay in the amount of \$2,000, after taxes have been withheld. Such retention pay shall be included in the last full pay period of the year, in recognition of retaining their position with the City of Neodesha for the previous 12 months.

- Amend Section 8 Employee Leaves; 8.3 Vacation Leave to read:

8.3 Vacation Leave

Vacation leave shall be earned and accrued from the day of employment under the conditions herein stated. Vacation leave shall be granted to the employee upon accrual, but must be approved by the Department Director. Vacation time shall be accrued as follows:

- a. Regular Full-Time employees will accrue vacation with pay in accordance with the following accrual schedule:

Years of Continuous Service	<u>1-10</u>	<u>11-15</u>	<u>16-20</u>	<u>21-25</u>	<u>26+</u>
Hours per Year (maximum)	96	120	160	200	240
Hours per Pay Period	3.7	4.6	6.15	7.69	9.23

An employee may accrue up to a maximum of 240 hours. After that they will not accrue any more hours until they have used some of their balance.

- a. Regular Part-Time Employees: Regular Part-Time employees working at least twenty (20) hours a week shall accrue vacation at the rate of one-half (1/2) the accrual rate of Regular Full-time employees. Non-Regular Part Time employees, seasonal employees and temporary employees shall not earn vacation leave.
- b. Scheduling: Vacation leave shall be scheduled with the employee's Supervisor and/or Department Head. In cases where the requested vacation schedules of two or more employees would adversely affect the efficient operation of the city, vacation leave shall be granted on a first come, first served basis at the discretion of the Department Head.
- c. Holidays during vacation: City holidays occurring during an employee's authorized vacation shall not be considered a vacation day.
- d. Minimum Hours: Vacation leave shall not be expended in increments of less than one (1) hour.
- e. Termination: An employee shall be compensated for all accrued and unused vacation at their final rate of pay upon termination.
- Amend Section 8 Employee Leaves; 8.4 Sick Leave to delete the statement:
** Employees hired prior to 2001 have the option to stay with the previous Sick Leave policy if they desire. Appendix "E" form must be completed by each of those employees. Once the selection has been made the employee will not be able to change it.
- Delete Appendix "E": Sick Leave Policy Option Selection.
- Amend page numbers, Appendix letters, and the Table of Contents to reflect the above-mentioned amendments.

BE IT FURTHER RESOLVED that Resolution 20-02 is hereby repealed.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 26th day of April, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION 23-07

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 4 Pay Tables, to move Electric Lineman to grade 7.
- Amend Table of Contents and Electric Lineman Position Description to reflect the above-mentioned change.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 26th day of April, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

**Pt of NW, S20-T30S-R16E
Lots 2, 3 and 4, Recreation Addition
Pt SE/4, S17-T30S-R16E
Lot 7, BLK 3, Bliss Subdivision**

GRANT OF RIGHT OF WAY

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The City of Neodesha, a municipal corporation**, ("Grantor") do hereby grant, convey and warrant unto **Evergy Kansas South, Inc., a Kansas corporation**, its successors, assigns and lessees, ("Grantee") the right and easement to alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property on a strip of land particularly described in Exhibit "A" attached hereto and made part of this instrument by reference ("Right of Way") (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress from the Right of Way on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described as:

Lots 3 and 4 of Recreation Addition, Neodesha, Wilson County,
Kansas.

AND Lot 2 of Recreation Addition, Neodesha, Wilson County,
Kansas.

AND

Lot 7, Block 3, Bliss Subdivision, City of Neodesha, Wilson County,
Kansas.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Right of Way or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by the Grantee unless otherwise agreed to by Grantor.

The Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Right of Way, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Right of Way without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This grant shall be binding upon the heirs, successors and assigns of the Grantor and shall otherwise run with the land.

[Remainder of page intentionally blank, signature pages follow.]

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

WITNESS the hand of the Grantor this _____ day of _____, 20_____.

The City of Neodesha, a municipal corporation

By: _____
Devin Johnson, Mayor of the City of Neodesha

STATE OF _____)

COUNTY OF _____)

SS:

CORPORATE ACKNOWLEDGMENT

On this ____ day of _____, 20____, before me, _____,
a Notary Public in and for said County and State aforesaid, personally appeared

Devin Johnson, Mayor of The City of Neodesha, a municipal corporation

and did say that said instrument was signed and delivered in the name and on behalf of said entity
acknowledge said instrument to be the free and voluntary act and deed of said entity.

WITNESS my hand and seal the day and year last above written.

Notary Public

Print Name Here

My appointment expires:

EXHIBIT A

SHEET 1 OF 2

EASEMENT DESCRIPTION

A PORTION OF LOT 7, BLOCK 3, BLISS SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WILSON COUNTY, KANSAS, BEING DESCRIBED AND PREPARED ON 09/23/2022 BY CHARLES W. BROOKSHER PS #1281 AND PROFESSIONAL ENGINEERING CONSULTANTS P.A., C.L.S. #65, AS FOLLOWS:

EASEMENT #1

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 3, BLISS SUBDIVISION; THENCE S01°35'40"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WEST LINE OF SAID BLOCK 3 A DISTANCE OF 25.00 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE N88°24'20"E ALONG SAID SOUTH LINE A DISTANCE OF 13.22 FEET; THENCE N01°29'59"W THROUGH LOT 7 A DISTANCE OF 25.00 FEET TO THE NORTH LINE OF SAID LOT 7; THENCE S88°24'20"W ALONG SAID NORTH LINE A DISTANCE OF 13.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 AND THE POINT OF BEGINNING. ENCOMPASSING 0.01 ACRES MORE OR LESS.

IT BEING THE INTENT OF THIS INSTRUMENT TO EXTEND THE EASEMENT TO INCLUDE THAT LAND NOW LYING IN ROAD RIGHT OF WAY TO WHICH WOULD REVERT IN CASE OF VACATION OR ABANDONMENT THEREOF SAID LAND BEING MORE PARTICULARLY DESCRIBED AS:

EASEMENT #2

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 3, BLISS SUBDIVISION; THENCE S01°35'40"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE WEST LINE OF SAID BLOCK 3 A DISTANCE OF 25.00 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE S88°24'20"W A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N01°35'40"W ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET; THENCE N88°24'20"E A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 AND THE POINT OF BEGINNING. ENCOMPASSING 0.02 ACRES MORE OR LESS.

TOTAL AREA ENCOMPASSING 0.03 ACRES MORE OR LESS.



PREPARED BY: CHARLES W. BROOKSHER PS #1281
PEC PROJECT NO. 219030-061



PEC

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-6457 www.pec1.com

NEODESHA TAP - NEODESHA
PERMANENT EASEMENT



COUNTY

TRACT NO.

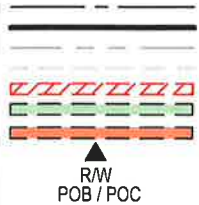
PROJ. NO. 21-136

WILSON

WL029

DATE: 09/23/2022

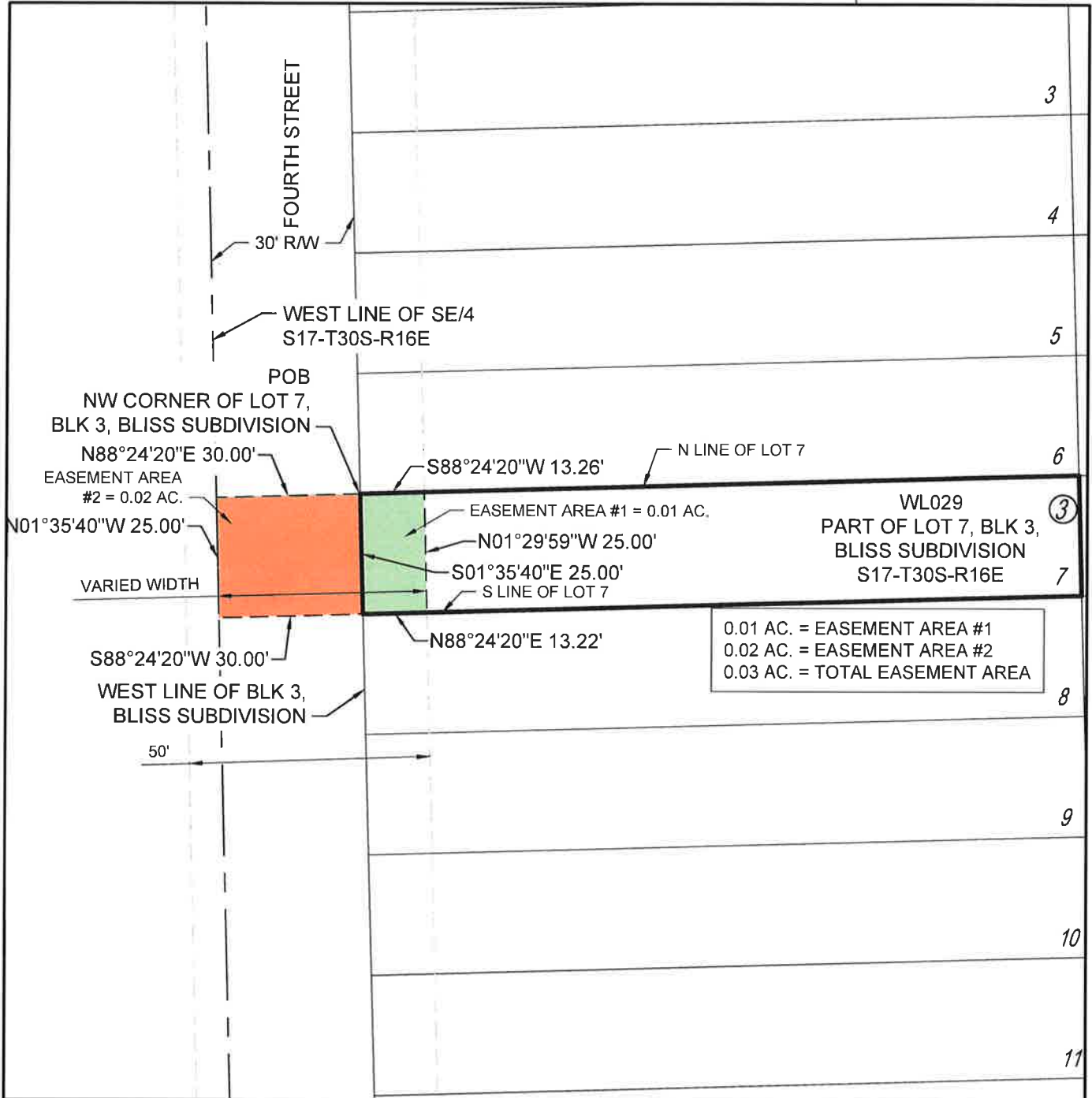
LEGEND



SECTION LINE
PROPERTY LINE
ROAD R/W LINE
EASEMENT LINE
EXISTING EASEMENT
EASEMENT NOT IN PUBLIC R/W
EASEMENT IN ROAD R/W
SECTION CORNER
RIGHT OF WAY
POINT OF BEGINNING / COMMENCING

EXHIBIT A SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND BEARINGS ARE BASED ON KANSAS COORDINATE SYSTEM NAD 83(2011) SOUTH ZONE.



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-6457 www.pec1.com

NEODESHA TAP - NEODESHA
PERMANENT EASEMENT



COUNTY

WILSON

TRACT NO.

WL029

PROJ. NO. 21-136

DATE: 09/23/2022

LEGEND



AERIAL EXHIBIT



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-6457 www.pec1.com

NEODESHA TAP - NEODESHA
AERIAL MAP WITH PERMANENT EASEMENT



COUNTY

WILSON

TRACT NO.

WL029

PROJ. NO. 21-136

DATE: 09/23/2022

EXHIBIT A

SHEET 1 OF 2

EASEMENT DESCRIPTION

A PORTION OF LOT 3 & 4, RECREATION ADDITION IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WILSON COUNTY, KANSAS, BEING DESCRIBED AND PREPARED ON 02/23/2023 BY CHARLES W. BROOKSHER PS #1281 AND PROFESSIONAL ENGINEERING CONSULTANTS P.A., C.L.S. #65, AS FOLLOWS:

EASEMENT #1

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, RECREATION ADDITION; THENCE S01°55'57"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 74.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°55'57"E ALONG SAID EAST LINE A DISTANCE OF 93.32 FEET; THENCE S72°43'46"W A DISTANCE OF 65.41 FEET; THENCE N02°25'11"W A DISTANCE OF 93.11 FEET; THENCE N72°43'46"E A DISTANCE OF 66.23 FEET TO THE EAST LINE OF SAID LOT 4 AND THE POINT OF BEGINNING. ENCOMPASSING 0.14 ACRES MORE OR LESS.

IT BEING THE INTENT OF THIS INSTRUMENT TO EXTEND THE EASEMENT TO INCLUDE THAT LAND NOW LYING IN ROAD RIGHT OF WAY TO WHICH WOULD REVERT IN CASE OF VACATION OR ABANDONMENT THEREOF SAID LAND BEING MORE PARTICULARLY DESCRIBED AS:

EASEMENT #2

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, RECREATION ADDITION; THENCE S01°55'57"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 74.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°55'57"E ALONG SAID EAST LINE A DISTANCE OF 93.32 FEET; THENCE N72°43'46"E A DISTANCE OF 31.11 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE N01°55'57"W ALONG SAID EAST LINE A DISTANCE OF 93.32 FEET; THENCE S72°43'46"W A DISTANCE OF 31.11 FEET TO THE EAST LINE OF SAID LOT 4 AND THE POINT OF BEGINNING. ENCOMPASSING 0.06 ACRES MORE OR LESS.

TOTAL AREA ENCOMPASSING 0.20 ACRES MORE OR LESS.



PREPARED BY: CHARLES W. BROOKSHER PS #1281
PEC PROJECT NO. 219030-061



NEODESHA TAP - NEODESHA
PERMANENT EASEMENT



COUNTY

TRACT NO.

PROJ. NO. 21-136

WILSON

WL043

DATE: 02/23/2023

LEGEND



AERIAL EXHIBIT



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-6457 www.pec1.com

NEODESHA TAP - NEODESHA
AERIAL MAP WITH PERMANENT EASEMENT

COUNTY

WILSON

TRACT NO.

WL043



PROJ. NO. 21-136

DATE: 02/23/2023

Vendor # _____

INV # _____



RIGHT OF WAY SETTLEMENT

Owner City of Neodesha

☐ Multiple owner 100 % Agent Ryan Berry

Project Name Neodesha Tap to Neodesha

Project # 21-136 Line # 69.34A Tract # WL029, WL043

Qtr Pt of NW and SE/4, Section 17 & 20, Twp 30S S, Rng 16E E/W, Wilson County, KS

Or Lot 2,3,4 & 7, Block 3, Subdivision Recreation and Bliss, City Neodesha

The owner has agreed to the sum of \$ 8,600.00 in full settlement and consideration for a fully executed easement.

☒ IRS Form W-9 attached

Owner's Signature _____ Date _____

Phone Number _____

Evergy Remarks:

Check To: **OFFICE USE ONLY** Check Needed Due Upon Receipt

Name: City of Neodesha

Address: _____

City, State, Zip: _____

Amount \$8,600.00

REMIT R/W

Approved by: _____

Date: _____

Bus Unit _____ Oper. Unit _____

Acct _____ Resource _____

Dept _____ Proj _____

Work ID _____



**EVERGY
CONSTRUCTION CONDITIONS REPORT**

Construction Conditions/Restrictions are subject to federal, state, and local regulations.

1. Prior to getting off the ROW, all vegetation/construction crews will work through the assigned Real Estate Services agent for all any and additional agreements with landowners.
2. The following will be notified prior to construction:

3. Do not block access to property.
4. No spoil is to be placed in parking lots or driveways at any time.
5. Clean up all debris on a daily basis when working on property.
6. Do not leave construction equipment blocking any entrances or driveways overnight.
7. Metal fencing (e.g., barbwire) in or near easement, ground if necessary
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.

Owner Signature

Supervisor Signature

Date

Tract Number: WL029, WL043
Project Name: Neodesha Tap to Neodesha
Project Number: 21-136

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Neodesha

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

OR

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Pt SE/4, S17-T30S-R16E
Lot 7, BLK 3, Bliss Subdivision

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **The City of Neodesha, a municipal corporation**, ("Grantor") does hereby grant, convey and warrant unto **EVERGY KANSAS SOUTH, INC., a Kansas corporation** its successors, assigns and lessees, ("Grantee") the rights and easement for temporary construction purposes concerning the construction of (or) reconstruction of Neodesha Tap to Neodesha, including but not limited to stringing conductors, erecting structures, environmental testing, materials and equipment storage, equipment operation, soil borings, grading, earthwork, and other construction work, in, along, under, across, and over the following described property located in Wilson County, Kansas, to wit:

Lot 7, Block 3, Bliss Subdivision to the City of Neodesha, Wilson County, Kansas.

See Exhibit "A" attached hereto and made part of this instrument by reference.

This Temporary Construction Easement shall terminate and revert to the Grantor, free and clear of any right, title or interest of Grantee under this Temporary Construction Easement, ninety (90) days after the completion of said project, or 12/31/2026, whichever comes first.

In the exercise of the rights under this Temporary Construction Easement, Grantee shall have the further right to erect and use gates in all fences that now or at any future time hereafter cross or obstruct the rights under this Temporary Construction Easement, and to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") whenever in its reasonable judgment such Woody Vegetation will interfere with or endanger the exercise of the rights under the Temporary Construction Easement. All such Woody Vegetation shall be burned or removed by the Grantee unless otherwise agreed to by Grantor.

In the event Grantee causes damage to Grantor or Grantor's real property from the exercise of the rights under the Temporary Construction Easement (with the exception concerning grading, Earthwork, and Woody Vegetation allowed herein), Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work; said damages, if not mutually agreed upon, shall be appraised, ascertained and otherwise valued by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their

heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive. This shall be Grantee's only liability for damage.

This Temporary Construction Easement shall be binding upon the successors and assigns of the undersigned.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Easement as of the _____ day
of _____, 20_____.

The City of Neodesha, a municipal corporation

By: _____
Devin Johnson, Mayor of the City of Neodesha

STATE OF _____)
COUNTY OF _____) SS:

CORPORATE ACKNOWLEDGMENT

On this ____ day of _____, 20____, before me, _____,
a Notary Public in and for said County and State aforesaid, personally appeared

Devin Johnson, Mayor of The City of Neodesha, a municipal corporation

and did say that said instrument was signed and delivered in the name and on behalf of said entity
acknowledge said instrument to be the free and voluntary act and deed of said entity.

WITNESS my hand and seal the day and year last above written.

Notary Public

Print Name Here

My appointment expires:

EXHIBIT A

SHEET 1 OF 2

TEMPORARY EASEMENT DESCRIPTION

A PORTION OF LOT 7, BLOCK 3, BLISS SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, WILSON COUNTY, KANSAS, BEING DESCRIBED AND PREPARED ON 10/03/2022 BY CHARLES W. BROOKSHER PS #1281 AND PROFESSIONAL ENGINEERING CONSULTANTS P.A., C.L.S. #65, AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N88°24'40"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE SOUTH LINE OF THE SAID LOT A DISTANCE OF 13.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°24'20"E ALONG SAID SOUTH LINE A DISTANCE OF 12.50 FEET; THENCE N01°29'59"W A DISTANCE OF 25.00 FEET TO THE NORTH LINE OF SAID LOT; THENCE S88°24'20"W ALONG SAID NORTH LINE A DISTANCE OF 12.50 FEET; THENCE S01°29'59"E A DISTANCE OF 25.00 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING.

TOTAL AREA ENCOMPASSING 0.01 ACRES, MORE OR LESS.



PREPARED BY: CHARLES W. BROOKSHER PS #1281
PEC PROJECT NO. 219030-061



PEC

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-6457 www.pec1.com

NEODESHA TAP - NEODESHA
TEMPORARY EASEMENT



COUNTY

TRACT NO.

PROJ. NO. 21-136

WILSON

WL029

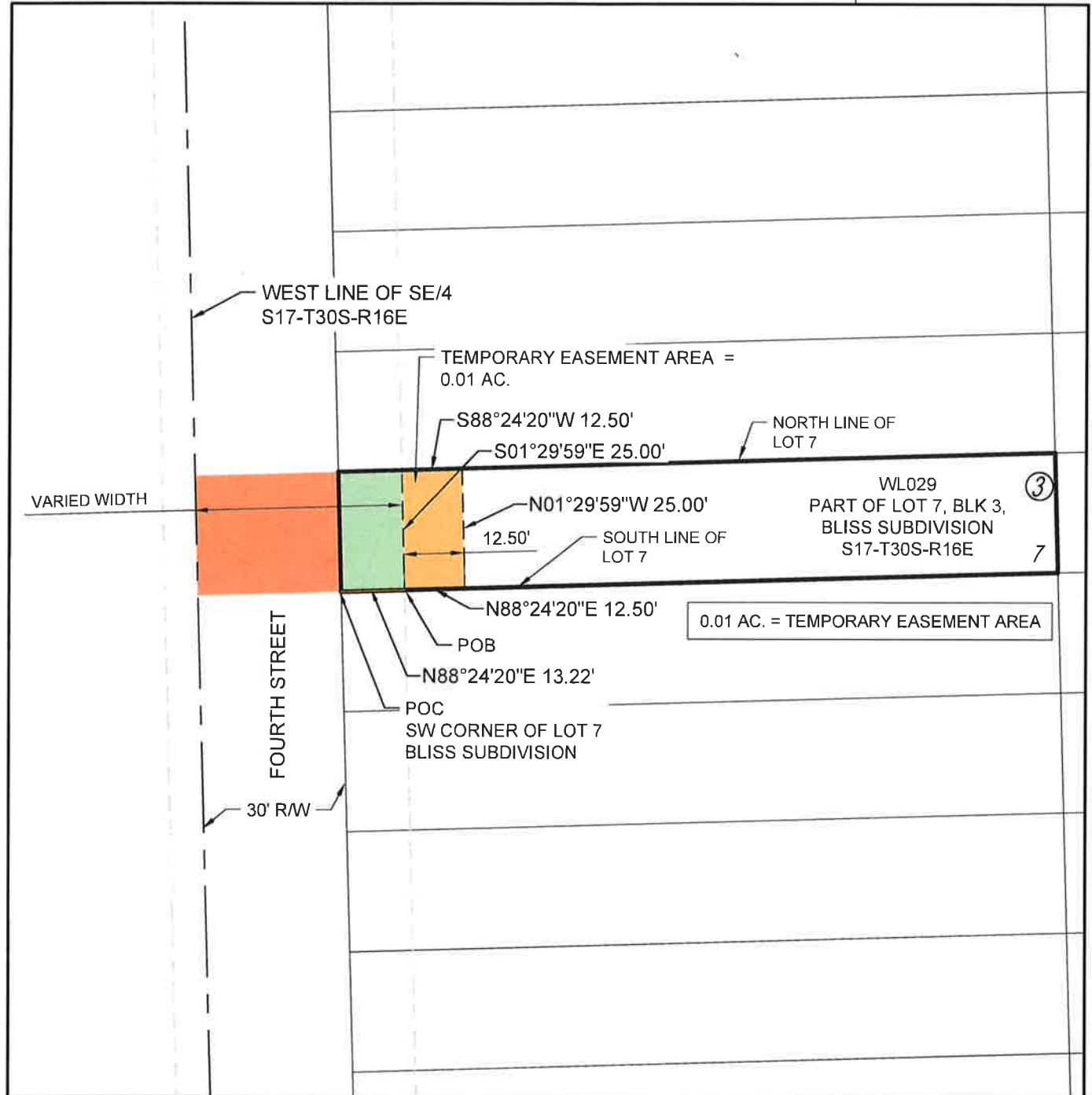
DATE: 10/03/2022

LEGEND

- SECTION LINE
- PROPERTY LINE
- ROAD R/W LINE
- EASEMENT LINE
- EXISTING EASEMENT
- EASEMENT NOT IN PUBLIC R/W
- TEMPORARY EASEMENT
- EASEMENT IN ROAD R/W
- SECTION CORNER
- RIGHT OF WAY
- POINT OF BEGINNING / COMMENCING

EXHIBIT A SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND BEARINGS ARE BASED ON KANSAS COORDINATE SYSTEM NAD 83(2011) SOUTH ZONE.



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NEODESHA TAP - NEODESHA
TEMPORARY EASEMENT



COUNTY

WILSON

TRACT NO.

WL029

PROJ. NO. 21-136

DATE: 10/03/2022

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LEGEND



AERIAL EXHIBIT



U:\Projects\2022\12\19035061\Survey\Drawings\Aerial\029-T



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NEODESHA TAP - NEODESHA AERIAL MAP WITH TEMPORARY EASEMENT



COUNTY	TRACT NO.	PROJ. NO. 21-136
WILSON	WL029	DATE: 10/03/2022

Vendor # _____

INV # _____



Temporary Easement Settlement

Owner City of Neodesha

☐ Multiple owner 100 % Agent Ryan Berry

Project Name Neodesha Tap to Neodesha

Project # 21-136 Line # 69.34A Tract # WL029

Qtr Pt SE/4, Section 17, Twp 30S S, Rng 16E E/W, Wilson County, KS

Or Lot 7, Block 3, Subdivision Bliss, City Neodesha

The owner has agreed to the sum of \$ 500.00 in full settlement and consideration for a fully executed Temporary Construction / Access Easement on and across the premises described generally as above.

☒ IRS Form W-9 attached

Owner's Signature _____ Date _____

Phone Number _____

Evergy Remarks:

OFFICE USE ONLY

Due Upon

Check To:

Check Needed Receipt

Name: City of Neodesha

Address: _____

City, State, Zip: _____

Amount \$500.00

REMIT TE

Approved by: _____

Bus Unit _____ Oper. Unit _____

Date: _____

Acct _____ Resource _____

Dept _____ Proj _____

Work ID _____

Pathways to a Healthy Community Pledge Placemaking Package

City of Neodesha _____ (partner), hereby affirms our commitment to taking on new opportunities that provide greater access to healthy eating, active living, and commercial tobacco free spaces for community members. We are aware our involvement helps to establish strong community norms for healthier living and are willing to learn more about making healthy environment and healthy policy changes to help community members live longer and better quality lives. We will accept information and assistance from the Stay Strong, Live Long Wilson County Coalition through *Pathways to a Healthy Kansas (Pathways)*, a Blue Cross and Blue Shield of Kansas (BCBSKS) initiative, to implement healthy recommendations, including the minimum requirements listed below.

The Stay Strong, Live Long Wilson County Coalition shall provide:

- Education on what is deemed healthy and assistance with overall implementation;
- Publicity including, but not limited to, social media posts, press releases or local media stories, and recognition on the BCBSKS *Pathways* website (bcbsks.com/Pathways) and coalition website highlighting changes made related to this initiative;
- Materials to promote our involvement in the *Pathways to a Healthy Kansas* initiative to the community; and
- Opportunities for shared expertise and interaction with peers.

City of Neodesha _____ (partner) acknowledges that we play an integral role in creating spaces that promote health in our community. Our position provides us with a significant opportunity to assist members of our community in leading healthier lives. We are committed to taking steps toward providing the healthiest possible environment in our community.

We pledge to:

- Work with the coalition to assess current conditions and policies related to this effort to inform work on package.
- Work with the coalition to determine how the project impacts populations of focus (Populations of focus may include racial and ethnic minorities, including persons of Black, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander races and persons of Hispanic ethnicity; rural/urban residents; children; pregnant women; persons who are LGBTQIA+; older adults; persons with chronic illnesses; persons with housing instability or who are homeless; immigrant populations; displaced persons; persons with limited English proficiency; persons with low literacy; persons with low income; persons with disabilities; and others).
- Develop a written agreement that includes:
 - How the project impacts populations of focus;
 - Links the placemaking effort to promotion of healthy eating and/or active living;
 - Commits to the space being commercial tobacco free, including vaping;
 - Allows public access to the space; and

- Maintains permanent structures put in place through *Pathways* funding for at least five (5) years.
- Share all policies with the coalition and BCBSKS to build a portfolio of best practices.

We may participate and take advantage of the resources that fit our needs, progress, and interest; we will keep the coalition informed on our progress toward the adoption of healthy changes outlined in this pledge.

In return for this pledge, we will become eligible for implementation grant funds to accomplish the minimum requirements listed above. We understand that to receive an Implementation Grant an implementation plan and budget must be submitted to BCBSKS with the grant application.

We have identified a *primary point of contact* to participate in this initiative.

Devin Johnson	Mayor
Partner contact	Title
(620) 378-4994	djohnson@sekbank.com
Phone number	Email
	City of Neodesha
Print Partner Name	Partner Organization
Signature	Date

Please sign, retain one copy for your records and return to:

Stay Strong, Live Long Wilson County Coalition

Coalition contact name: Stacie Ray

Coalition phone & fax: (620) 378-4455 / (620) 378-4647

Coalition email: ssl@wilsoncountykansas.org

Superior Emergency Response Vehicles

P.O. Box 965
12548 SW Highway 54
Andover, KS. 67002

Estimate

Date	Estimate #
4/4/2023	3128

Customer Name
Neodesha Police Department 1407 N. 8th Street PO Box 336 Neodesha, Kansas 66757



Emergency Response Vehicles

www.SERVLLC.com

316-733-2223

Email: andy@servllc.com

Description	Qty	Rate	Total
2023 Dodge Durango Pursuit AWD - White	1	42,580.00	42,580.00
VIN#			
Unity LH Spotlight	1	540.00	540.00
425-6706 Jotto Durango Max Depth Console	1	525.00	525.00
425-3704 Jotto Dual ABS Cupholder	1	36.50	36.50
425-0029 Jotto Armrest Tall	1	85.00	85.00
Circuit Breaker	1	48.50	48.50
75-100AMP Accessory Relay	1	51.90	51.90
Antenna Coax/Antenna Kit	1	75.00	75.00
BS5032 Split Fuse Block	1	52.50	52.50
Shop Supplies - Wiring, Connectors, Securement Items, Brackets, Etc.	1	200.00	200.00
EQUIPMENT PURCHASED IN 2022			
Whelen Inner Edge XLP Interior Lightbar	1	0.00	0.00
Whelen Dominator 8 Rear Lightstick with T/A - Red/Blue	1	0.00	0.00
Whelen HHS4207 Siren/Lighting Controller	1	0.00	0.00
Whelen SA315U 100w Siren Speaker w/Bracket	1	0.00	0.00
Whelen ION DUO Perimeter Lights (2 front, 4 side, 4 rear)	10	0.00	0.00
Whelen LINSV2 Under Mirror Lights	2	0.00	0.00
475-0822 Jotto Rear Cargo Partition	1	0.00	0.00
Professional Installation / Upfitting	1	2,350.00	2,350.00
Install customer supplied radio's, radar, nopic			
Pricing for equipment and labor are good for 30 days. Equipment and parts installed carry a warranty as specified by the manufacturer. Repairs or replacement of equipment items during the warranty period may be subject to a labor charge if the failure is not due to improper installation. Installation and upfitting workmanship performed by SERV are warranted for the service life of the vehicle within your organization. Modifications or equipment failures by others may void this warranty. Used parts and equipment do not carry a warranty.			
Sales Tax (0.0%)			\$0.00
Total			\$46,544.40

Thank you for considering SERV!

**PROPOSAL
FROM
ENVIRO-LINE CO. INC.**

913-755-2161
913-755-3018 FAX
OSAWATOMIE, KS

P.O. BOX 308 * OSAWATOMIE, KANSAS 66064

913-782-4443
KANSAS CITY AREA

Note: All orders subject to terms and conditions stated below and on reverse side hereof.

Name:	City of Neodesha, KS C/O Jeremy Johnson	Date:	4/13/2023	Quote # :	413230466
Ph #:	620-288-9264 or 620-325-2831	Location:	LS#3		
Email:	jjohnson@neodeshaks.org	Item Quoted:	Replacement Pump		

We are pleased to quote to you the following equipment:

		<u>Lead Time</u>	<u>Price</u>
1	(ONE) WG50-23 Pump, Engineer # 22575E002 5HP, 230V, 3PH, 5.25" Impeller	~10 Weeks	\$6,970.00

Lead Time: Approximately 10 Weeks for Manufacturing of Pump

**The Price: \$6,970.00 DOES NOT INCLUDE FREIGHT.
This price also does not include installation, startup or taxes that may apply.**

This proposal is valid for 45 days. Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown and changes must be preapproved.

Terms: Net 30 days after shipment. A 2% per month service charge will apply to any unpaid balance starting 30 days after shipment.

ACCEPTED this _____ day of _____, 20____

SUBMITTED this April 13, 2023

NAME OF PURCHASER

By Meghan Holman

By _____

NAME AND TITLE

Meghan Holman

Sales Representative:

TERMS AND CONDITIONS

- 1 Any purchase order pursuant to this Quotation shall not result in a contract until it is accepted and acknowledged by Enviro-Line Company, Inc. and/or the equipment manufacturer (seller herein) at this office.
- 2 This Quotation is subject to acceptance within the time period specified on the 1st page hereof, but in any event within 30 days from date.
- 3 No order shall be changed or cancelled by buyer unless notice is sent to and accepted by seller, in writing, before shipment.
- 4 Seller shall make reasonable efforts to ship orders in accordance with buyer's reasonable requests, but seller shall not be responsible for failure to fill any order or orders if due to fires, floods, riots, strikes, freight embargoes or transportation delays, shortages of labor, fuel, material, supplies, or power, acts of the public enemy, any existing or future laws or acts of the federal or of any state government (including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of seller's business with which seller in its sole judgement and discretion deems it advisable to comply, or to any other contingencies beyond the Seller's reasonable control. Unless specified routing and classification are provided by buyer. Seller will ship orders by best known routing and classification but Seller shall not be responsible for delays or excessive transportation charges resulting from its selection.
- 5 To be allowable, claims of error in shipments must be made by the buyer within 10 days after delivery. Items of credit must be returned, shipping charges prepaid with seller's prior written approval.
- 6 There are no warranties which extend beyond the description on the 1st page hereof excepting only the applicable manufacturer's warranty. Seller makes no other warranty, either express or implied. Seller's liability is absolutely limited to the purchase price of the items described on the face hereof and in no event shall Enviro-Line Company Inc. "be liable for any consequential or liquidated damages, penalties or for any expense occasioned by the use of defective products."
- 7 Stenographic and clerical errors are subject to correction.
- 8 Any indebtedness owing to the Company for a period longer than 30 days shall be assessed 2% monthly delinquency charges until paid. If the company finds it necessary to place any indebtedness hereunder in the hands of an attorney for collection, Purchaser shall pay all expenses and costs of collection, including attorney fees.
- 9 Terms of payment as specified on the 1st page hereof are independent of and not contingent upon the time and manner in which the purchaser may receive payment from others.
- 10 Prices quoted do not include any Local, State, or Federal Taxes which may apply.

ACCEPTANCE OF TERMS AND CONDITIONS

TERMS AND CONDITIONS ACCEPTED this _____ day of _____, 20____

NAME OF PURCHASER

By _____
NAME AND TITLE

ACCEPTANCE OF PURCHASE ORDER

The foregoing offer is hereby accepted by Enviro-Line Co. Inc.

SELLER: ENVIRO-LINE CO. INC.

Date _____, 20____

By _____

Jeff Hull's Paving & Seal Coating
17438 1200 rd Altoona Ks 66710

Re-vised Estimate
City Of Neodesha
Bank of Commerce Alley

We will mill existing damaged asphalt approach, mill out Infront of concrete (approx. 57x10).
We fine mill existing asphalt to prepare for asphalt overlay.
We will grade the rest of alley and add AB3 base rock where needed and compact.
We will then pave the alley with 3" with hot mix asphalt, compacted.

Total for complete project: \$16,307.00
We require 1/2 down with balance upon completion.

Thank you for the opportunity to bid on your project
Jeff Hull
Jeff Hull's Paving & Seal Coating