

Agenda

City Commission of the City of Neodesha, KS

May 16, 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 26, 2023 Minutes
- Approval of May 10, 2023 Minutes
- Appropriation (2023) 08

Item 4: Business Items to Consider

- A. Proclamation: National Police Week & Peace Officers' Memorial Day 2023
- B. Proclamation: Emergency Medical Services Week 2023
- C. Consider Contract with NEOGOV
- D. Approve Purchase of Fire Hose
- E. Consider Letter of Support for Beachner Grain Construction Project
- F. Land Bank: Accept Return of Timber Ridge Lots 7 & 8 into Land Bank
- G. Set Special Call Meeting Date: Commissioner Unexpired Term
- H. Resolution: USDA-RD Loan Resolution
- I. Financial Services Agreement: Stifel, Nicolaus & Company Inc
- J. Award Demolition Bids
- K. Board Appointment: Active Transportation Advisory Board
- L. Discussion: Letter of Agreement with EBH Engineering; Annexation Assistance

Item 5: Date/Time of Next Regular Meeting

Wednesday, May 24, 2023 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
May 16, 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 Police Week & Peace Officer's Memorial Day 2023

4.B: Proclamation: Emergency Medical Services Week 2023

4.C: Consider Contract with NEOGOV

The Commission is asked to consider a contract with NEOGOV, for recruitment advertising and screening/vetting services for hiring new staff. This service will provide a platform for targeting persons interested in obtaining a government job. Advertising is potentially nationwide, and will get the word out for jobs in Neodesha.

RECOMMENDED MOTION: *I move to approve the service contract with NEOGOV for recruitment and advertising services at a cost not to exceed \$12,000.*

4.D: Approve Purchase of Fire Hose

Chief Fyfe is seeking Commission approval to purchase new fire hoses for his department. Chief Fyfe believes that many sections of his existing fire hose will not pass pressure testing this year. This purchase was budgeted in the Fire Department's budget for 2023, at a cost of \$9,000.

RECOMMENDED MOTION: *I move to approve the purchase of fire hose from Casco Industries, Inc., at a cost of \$8,650.*

4.E: Consider Letter of Support for Beachner Grain Construction Project

Mr. David Green has contacted Staff, and requested that the City provide a letter of support for a small construction project on the Beachner Grain property. This project will cover a small portion of the City's sewer line. Staff believes this project can be done with new sewer line materials that will serve for many years.

RECOMMENDED MOTION: *I move to approve the Letter of Support for Beachner Grain, Inc. as presented.*

4.F: Land Bank: Accept Return of Timber Ridge Lots 7 & 8 into Land Bank

On January 9, 2023, the Land Bank Board approved the sale of Lot #7 Timber Ridge to Carl and Libby Boldra. On February 8, 2023, the Land Bank Board approved the sale of Lot #8 to the Boldra's as well. Due to cost of materials, and the increase in interest rates, the Boldra's have decided not to build in Timber Ridge, and are asking the Land Bank to cancel the Boldra's purchase of these lots.

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

RECOMMENDED MOTIONS: *I move to accept the return of Timber Ridge Lots #7 and #8 into the Land Bank.*

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

4.G: Set Special Call Meeting Date: Commissioner Unexpired Term

The Commission is asked to consider setting a date/time for a Special Call Commission meeting, to consider an appointment to fill the unexpired term of Commissioner Nichol.

RECOMMENDED MOTION: *I move to set a Special Call Commission meeting for __ (Date) __, at __ (time) __, at __ (location) __.*

** Note: The agenda items below were added after the May 10, 2023 "No Quorum" Commission meeting.*

4.H: Resolution: USDA-RD Loan Resolution

In accordance with the bond issue calendar, prepared by Mr. Dave Arteberry, on May 24th, the Commission will be asked to approve an ordinance and resolution authorizing the issuance of bonds for the water/sewer project. In preparation for that issue, USDA-RD is also asking the Commission to approve Resolution 23-08. This Resolution is prepared as RUS Bulletin 1780-27, a USDA-RD form required in preparation for the bond issue.

RECOMMENDED MOTION: *I move to adopt Resolution 23-08 as presented.*

4.I: Financial Advisory Services Agreement: Stifel, Nicolaus & Company Inc

Staff is working with Mr. Dave Arteberry (Stifel, Nicolaus & Company), on the process of closing out our temp note financing, for the water/sewer project, and issuing bonds. The Commission is asked to approve the Financial Advisory Services Agreement for assistance with this bond issue.

RECOMMENDED MOTION: *I move to approve the Financial Advisory Services Agreement with Stifel, Nicolaus & Company, Inc., as presented.*

4.J: Award Demolition Bids

Staff has advertised, requesting demolition bids for 318 S. 2nd, 1030 Walnut, 1700 N. 8th, and 1309 N. 5th Street. The bid deadline was set for 4pm, Monday, May 8, 2023. Two companies submitted bids; Starbuck Trucking, and ReCrete Design. Each property was bid separately. Starbuck Trucking had the lowest bid on one property, and ReCrete Design had the lowest bid on three properties. The Commission is asked to award the bids to the lowest qualified bidder.

RECOMMENDED MOTIONS: *I move to approve the Notice of Award for demolition to Starbuck Trucking, for 1309 N. 5th Street, at a bid price of \$7,500.*

RECOMMENDED MOTIONS: *I move to approve the Notice of Award for demolition to ReCrete Design, for 318 S. 2nd, 1030 Walnut, and 1700 N. 8th, at a bid price of \$13,700.*

4.K: Board Appointment: Active Transportation Advisory Board

For the Active Transportation Advisory Board, the Commission is asked to appoint Jared Bohannon to fill an unexpired four-year term. This will fill the last vacancy on the ATAB.

RECOMMENDED MOTION: *I move to appoint Jared Bohannon to the Active Transportation Advisory Board to complete an unexpired four-year term, with a term ending date of December 31, 2024.*

4.L: Letter of Agreement with EBH Engineering; Annexation Assistance

The Commission will be provided with a draft agreement with EBH Engineering, for assistance with annexations, and updates to our City boundaries. The Commission is asked to approve the scope of work, and direct Staff to return a completed agreement document.

RECOMMENDED MOTION: *I move to approve the scope of the Letter of Agreement with EBH Engineering, and direct Staff to prepare a completed agreement for Commission approval.*

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, April 26, 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.

Commissioner Moffatt moved to approve the agenda as presented with the addition of Business Item 4O: Temporary Variance for 502 N 8th Street. Seconded by Commissioner Nichol. Motion carried.

Commission reports were heard.

City Administrator reports were heard.

Community Development Director reports were heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the consent agenda as presented consisting of minutes from the April 12, 2023 Meeting; and Appropriation (2023) 07. Seconded by Commissioner Moffatt. Motion carried.

Mayor Johnson read a proclamation designating May 7 – 13, 2023 as Drinking Water Week recognizing that drinking water serves as a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life that our citizens enjoy. Thank you to Jay Bair and his crew at the Water Plant for the transportation of high-quality drinking water from its source to consumers taps.

Mayor Johnson read a proclamation designating the week of May 1 - 7, 2023 as Public Service Recognition Week, honoring the accomplishments and contributions of all government employees at all levels. A special thank you was given to all City of Neodesha employees.

The Governing Body welcomed Dave Arteberry, Stifel, Nicolaus & Co, by Zoom, for review of the plan on issuing bonds for the Water/Sewer Project. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding an Ordinance directing the removal of certain dangerous and unsafe structures for the property at 1316 N 4th Street. Staff has been informed that the property had been sold to new owners before the Ordinance could be brought before the Governing Body. Discussion held.

Commissioner Moffatt moved to rescind the abatement process for 1316 N 4th Street due to the sale of the property. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the property located at 1017 Grant Street. The demolition of this dangerous and unsafe structure has been conducted by the homeowner. Discussion held.

Commissioner Nichol moved to rescind the abatement process for 1017 Grant Street due to the property being brought into code compliance. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding suggested changes to the Personnel Policy Manual. Discussion held.

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:

(continued on next page)

- 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:

<u>Years of Continuous Service</u>	<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.

(continued on next page)

- 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.

Commissioner Moffatt moved to adopt Resolution 23-06 as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a Resolution amending the Position Classification and Pay Plan. This resolution changes the pay grade of Lineman to Grade 7. Discussion held.

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.

Commissioner Nichol moved to adopt Resolution 23-07 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding Right-of-Way Agreements for Evergy Energy Co, for the installation of a new powerline in the area of N 4th Street. Discussion held.

Commissioner Moffatt moved to approve the Right-of-Way agreement with Evergy Energy Co as presented. Seconded by Commissioner Nichol. Motion carried.

The Governing Body welcomed Erica Johnson, Director of Marketing, Wilson Medical Center, and Miranda Carpenter, by Zoom, for a presentation and approval of the Pathways to a Healthy Community Pledge document. Discussion held.

Commissioner Nichol moved to approve the Pathways to a Healthy Community Pledge, and authorize the Mayor to sign. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of a police vehicle. Discussion held.

Commissioner Moffatt moved to approve the purchase of a police vehicle from Superior Emergency Response Vehicles, at a cost not to exceed \$46,544.40. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of a lift station pump. Discussion held.

Commissioner Nichol moved to approve the purchase of a lift station pump from Enviro-Line Co Inc, at a cost not to exceed \$8,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding an alley paving project. Discussion held.

Commissioner Nichol moved 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. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of wayfinding signage for the City of Neodesha. Discussion held.

Commissioner Moffatt moved to approve the purchase of wayfinding signage from CDL Electric, at a cost not to exceed \$9,000. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding repairs to numerous sidewalk locations on Main Street and 8th Street. Information was provided and discussion held related to the sidewalk repair cutting processes and cost.

Commissioner Nichol moved to approve the sidewalk repair project, with Precision Concrete Cutting, at a cost not to exceed \$12,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a residential zoning variance at 502 N 8th Street to allow the new property owner to reside in a camper during the remodel of the house located at 506 N 8th Street. Discussion held.

(continued on next page)

Commissioner Moffatt moved to approve a residential zoning variance at 502 N 8th Street, with such variance to expire November 1, 2023. Seconded by Commissioner Nichol. Motion carried.

Commissioner Nichol 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 3:45 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 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. No action taken.

Commissioner Moffatt moved to extend the Executive Session to 4:00 p.m. including the Governing Body, City Administrator and City Clerk. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:00 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. No action taken.

Commissioner Moffatt moved to extend the Executive Session to 4:05 p.m. including the Governing Body, City Administrator and City Clerk. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:05 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 Nichol moved to extend the Executive Session to 4:12 p.m. including the Governing Body, City Administrator and City Clerk. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:12 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 approve the City Administrator contract with Eddy R Truelove as presented. Seconded by Commissioner Nichol. Opposed by Mayor Johnson. Motion passed 2 – 1.

Mayor Johnson addressed the Commission regarding the resignation of Commissioner Tom Nichol. Commissioner Nichol has served the City as a Commissioner since his appointment February 12, 2020. Commissioner Nichol read a heartfelt letter of thanks and appreciation for his service to this community.

Mayor Johnson moved to accept Commissioner Tom Nichol's resignation, effective at the end of today's meeting. Seconded by Commissioner Moffatt. Motion carried.

Before the meeting closed, Administrator Truelove was then allowed to read a prepared statement, at the request of the Mayor. The statement began with thanking the Governing Body for approving his employment contract today, and ended with declaring his long-range employment plans with the City.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, May 10, 2023 at 2:00 p.m.

At 4:32 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

Neodesha, Kansas

May 10, 2023

The Board of Commissioners were scheduled to meet in regular session at 2:00 p.m., on Wednesday, May 10, 2023, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson present. Commissioner Moffatt was absent from the meeting due to an unforeseen health event, and Commissioner Nichol having resigned at the end of the April 26, 2023 meeting was absent as well. Mayor Johnson recognized and announced there was no quorum to conduct the regularly scheduled meeting.

Mayor Johnson cited that the meeting will be continued to Tuesday, May 16, 2023 at 2:00 p.m. in the Commission Room at City Hall.

At 2:02 p.m. the meeting was adjourned.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 8****5/16/2023**

<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	72120	5/10/2023
ADVANCE CONTROL SOLUTIONS LLC	SCADA COMPUTER REPAIR	182.28	72121	5/10/2023
CALLTOWER	PHONE CHARGES	329.83	72122	5/10/2023
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	749.71	72123	5/10/2023
CINTAS	FIRST AID SUPPLIES	498.79	72124	5/10/2023
CLEAVER FARM & HOME	SUPPLIES	1,968.59	72125	5/10/2023
CONSOLIDATED FLEET SERVICES IN	70' MINI TOWER	1,075.00	72126	5/10/2023
CORE & MAIN	SUPPLIES	1,070.36	72127	5/10/2023
CULLIGAN OF INDEPENDENCE	MAY WATER SERVICE	240.18	72128	5/10/2023
EBH & ASSOCIATES	SAFE ROUTES TO SCHOOLS	5,171.03	72129	5/10/2023
EMERGENCY APPARATUS MAINTENANCE	PARTS	825.66	72130	5/10/2023
F ALLEN MOORHEAD, JR, MD	PRE EMPLOYMENT PHYSICAL	294.00	72131	5/10/2023
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL POOL	240.00	72132	5/10/2023
FREDONIA OUTDOOR EQUIPMENT	PARTS	134.10	72133	5/10/2023
FREDONIA READY MIX INC	CEMENT	372.00	72134	5/10/2023
FREDONIA TRUE VALUE HARDWARE	SUPPLIES	170.76	72135	5/10/2023
GODFREY'S INDOOR SHOOTING &	BADGE PATCH W/ VELCRO	194.50	72136	5/10/2023
GREEN ENVIRONMENTAL SVCS	DELIVERY & ROLL OFF CHARGE	875.00	72137	5/10/2023
HACH COMPANY	CHLORINE	275.22	72138	5/10/2023
HICKMAN ENVIRONMENTAL SERVICES	SUPPLIES	264.68	72139	5/10/2023
INA ALERT.INC	SECURITY CAMERA	5,709.58	72140	5/10/2023
KANSAS ONE-CALL SYSTEM, INC	APRIL LOCATES	31.20	72141	5/10/2023
KEDA	2023 MEMBERSHIP DUES	330.00	72142	5/10/2023
KEY EQUIPMENT & SUPPLY CO	PARTS	301.35	72143	5/10/2023
LAKELAND OFFICE SYSTEMS	APRIL OVERAGE STATEMENT	16.88	72144	5/10/2023
LANDIS+GYR TECHNOLOGY INC	APRIL 2023 AMR	950.00	72145	5/10/2023
LAWSON PRODUCTS	SUPPLIES	416.49	72146	5/10/2023
LITTLE BEAR TIRE	PUMPER TRUCK TIRE	860.25	72147	5/10/2023
MCNEILL GRAVE MARKER CO	GRAVE MARKERS	314.02	72148	5/10/2023

MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,311.22	72149	5/10/2023
MELS PRINTING	DOOR HANGERS	226.00	72150	5/10/2023
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	33.00	72151	5/10/2023
MID-AMERICAN RESEARCH CHEMICAL	SUPPLIES	797.36	72152	5/10/2023
MIDWEST COMPUTER SALES	IT SERVICES	632.00	72153	5/10/2023
MURPHY TRACTOR & EQUIPMENT CO	PARTS	1,307.00	72154	5/10/2023
NEODESHA AREA CHAMBER OF COMMERCE	2023 MEMBERSHIP DUES	375.00	72155	5/10/2023
NEODESHA DERRICK NEWS	PUBLICATIONS	732.50	72156	5/10/2023
OIL PATCH PUMP & SUPPLY	SUPPLIES	512.64	72157	5/10/2023
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	1,203.35	72158	5/10/2023
PORTER DRUG STORE	MEDICATION	255.39	72159	5/10/2023
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	327.94	72160	5/10/2023
PREMIER TRUCK GROUP	PUMPER TRUCK WHEEL	532.98	72161	5/10/2023
RAILROAD MANAGEMENT CO III,LLC	POWER LINE ENCROACHMENT	2,133.35	72162	5/10/2023
RANSON FINANCIAL GROUP LLC	ARPA GRANT ADMIN FEES	1,875.00	72163	5/10/2023
SANDBAGGER GOLF & TURF	MOWER PARTS	168.40	72164	5/10/2023
SPARKLIGHT	INTERNET SERVICE	175.73	72165	5/10/2023
STANION WHOLESALE ELECTRIC	SUPPLIES	5,945.60	72166	5/10/2023
STUDEBAKER REFRIGERATION INC	ICE MACHINE REPAIR	309.75	72167	5/10/2023
THE RENTAL STATION	SUB STATION REPAIR	797.78	72168	5/10/2023
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	876.50	72169	5/10/2023
US CELLULAR	CELL PHONE/TABLET CHARGES	363.91	72170	5/10/2023
WALMART COMMUNITY BRC	SUPPLIES	236.59	72171	5/10/2023
EVERGY	AIRPORT RUNWAY LIGHTS	113.78	72172	5/10/2023
EVERGY	STREET LIGHTS @ OTTAWA	106.80	72173	5/10/2023
WESTERN AUTO	PARTS & SUPPLIES	567.14	72174	5/10/2023
WILSON COUNTY CITIZEN	YEARLY SUBSCRIPTION RENEWAL	41.00	72175	5/10/2023
WILSON MEDICAL CENTER	APRIL TAX DISTRIBUTION	28,069.82	72176	5/10/2023
WOODS LUMBER COMPANY	SUPPLIES	1,176.30	72177	5/10/2023
ZOLL MEDICAL CORPORATION GPO	ELECTRODES	176.00	72178	5/10/2023

****TOTAL****

76,835.81

**CITY OF NEODESHA, KANSAS
PROCLAMATION**

National Police Week 2023

Whereas, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police week; and

Whereas, the members of the law enforcement agency of the City of Neodesha play an essential role in safeguarding the rights and freedoms of Neodesha; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the law enforcement agency of the City of Neodesha unceasingly provide a vital public service;

Now, therefore, I, Devin Johnson, Mayor of the City of Neodesha, call upon all citizens of Neodesha and upon all patriotic, civic and educational organizations to observe the week of May 14 - 20, 2023, as National Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Neodesha to observe Monday, May 15, 2023, as

Peace Officers' Memorial Day

in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Neodesha to be affixed this 16th day of May, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA, KANSAS

PROCLAMATION

Emergency Medical Services Week 2023

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

***THEREFORE**, I, Devin Johnson, Mayor of the City of Neodesha, Kansas, in recognition of this 49th Annual event do hereby proclaim the week of May 21-27, 2023, as*

EMERGENCY MEDICAL SERVICES WEEK 2023

With the EMS Strong theme, ***EMS WEEK: Where Emergency Care Begins***, I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Neodesha to be affixed this 16th day of May, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

Exhibit A
Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Riley Bailey

Customer:

Neodesha, City of (KS)
Neodesha, KS
USA

Quote Valid From: 4/3/2023
Quote Valid To: 5/31/2023

Quote Number: Q-10132
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 51
Order Summary

Year 1 50% off subscription & set-up fees

Service Description	Type	Start Date	End Date	Term Price
Governmentjobs.com Subscription	RECURRING	5/16/2023	5/16/2024	\$546.99
Insight Subscription	RECURRING	5/16/2023	5/16/2024	\$2,363.94
Insight Setup	ONE-TIME			\$2,700.00
Year 1 TOTAL:				\$5,610.93

Year 2

Service Description	Type	Start Date	End Date	Term Price
Insight Subscription	RECURRING	5/16/2024	5/16/2025	\$4,964.32
Governmentjobs.com Subscription	RECURRING	5/16/2024	5/16/2025	\$1,148.69
Year 2 TOTAL:				\$6,113.01

ORDER TOTAL: **\$11,723.94**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Neodesha, City of
(KS)"**

Signature:

Print Name:

Date:



SERVICES AGREEMENT

V040123

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuchit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. **Nondisclosure.**
- a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) **Equitable Relief.** The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. **Representations, Warranties, and Disclaimers.**

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) **No Medical Advice.** Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. **Indemnification.**

- a) **Customer Indemnity.** To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. **Reimbursement of Costs in Third Party Litigation.** With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. **Text Message Communications.** NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. **General.**
 - a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, and (ii) subcontractors who will not have any access to Customer Data.

Exhibit B

Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Page 1

May 16, 2023

Gary Beachner
Beachner Grain, Inc.
2600 Flynn Drive
Parsons, KS 67357

Re: Letter of Support; Beachner Grain Construction Project; Neodesha, KS

Mr. Beachner:

This letter is sent in support of the construction project at the Neodesha Beachner Grain location, for the installation of a wash bay facility.

The City of Neodesha understands that the placement of the wash bay facility will be in the 1000 block of Mill Street, near the south portion of the property, and will be placed over the City's sewer line. To help facilitate your project, it is the City's intent to use new sewer line materials in that location, to ensure the proper functioning of the line for many years to come.

Due to the City's obligations to provide effective utility services, however, there may be a time in the future that the City will need to remove some, or all, of the cement over the sewer line to effect repairs. Should a repair of this sort become necessary, all repair and/or replacement cost of sewer line covering in that location will be borne by Beachner Grain, Inc.

The City of Neodesha appreciates the partnership we have with Beachner Grain, Inc., and we wish you all the best in this construction project.

Devin Johnson
Mayor
City of Neodesha

cc: City Clerk

RESOLUTION NO. 23-08
(Public Bodies)

A RESOLUTION OF THE City Commission

OF THE City of Neodesha

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

drinking water

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Neodesha

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Nine Hundred Ninety-Eight Thousand & 00 100

pursuant to the provisions of KSA 15-101 et seq; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 492,000.00

under the terms offered by the Government; that the Mayor

and City Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Commission of the

City of Neodesha has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this May 16th day of 2023

(SEAL)

By Devin Johnson

Attest:

Title Mayor

Stephanie Fyfe
Title City Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as City Clerk of the City of Neodesha
hereby certify that the City Commission of such Association is composed of
2 members, of whom, 2 constituting a quorum, were present at a meeting thereof duly called and
held on the 16th day of May 2023; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of May 16, 2023
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this 16th day of May 2023

Stephanie Fyfe
Title City Clerk

Stephanie Fyfe, City Clerk/Finance Director
City Hall
1407 North 8th Street
Neodesha, Kansas 66757

RE: FINANCIAL ADVISORY SERVICES
for General Obligation Bonds, Series 2023-A

Stifel, Nicolaus & Company, Incorporated ("Stifel") presents for your acceptance this agreement to retain Stifel as financial advisor to the City of Neodesha, Kansas ("Issuer") for the proposed General Obligation Bonds, Series 2023-A (the "Bonds") estimated to be issued in the aggregate principal amount of approximately \$998,000. This agreement will be effective on the date signed by an authorized representative of Issuer and will authorize Stifel to act as financial advisor through the completed sale of the proposed Bonds, at which time this agreement will terminate. This agreement may also be terminated on thirty (30) days written notice by either party.

1. Scope of Work. Stifel agrees to perform the following services for Issuer with respect to the Bonds:
 - a. Assume overall responsibility for the financial analysis and structuring recommendations for the Bonds;
 - b. Coordinate with the United States Department of Agriculture – Rural Development, consultants, accountants, bond counsel, other attorneys and staff in connection with the sale of the Bonds;
 - c. Coordinate financing time schedule, distribution of documents, transfer of funds, delivery of bonds and bond closing;
 - d. If requested, assist Issuer in procuring any appropriate ancillary financing-related products and services including, paying agent/registrar/trustee, and other such products and services as Issuer may deem necessary or desirable in connection with any financing.
 - e. Attend Issuer meetings as requested, with reasonable advance notice;
 - f. Provide such other services as are mutually agreed upon in writing by Issuer and Stifel.
2. Issuer's Obligations. Issuer agrees that, with respect to the Bonds, its staff and consultants will cooperate with Stifel and make available any data in the possession of Issuer necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.

3. Regulatory Disclosures:

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

4. Compensation:

For Stifel's financial advisory services and expenses in processing this bond series to be sold in a single sale, Stifel shall be paid a fee equal to 0.75% of the principal amount of bonds sold to be paid at the completion of the sale of the Bonds. This amount includes all out of pocket expenses.

5. Authority to Direct Financial Advisor:

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

Respectfully submitted this 16th day of May, 2023

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Name: Devin Johnson

Title: Mayor

ACCEPTANCE

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

By: _____

Name: Devin Johnson

Title: Mayor

Date: May 16, 2023

EXHIBIT A

City of Neodesha, Kansas Financial Advisory Services for General Obligation Bonds, Series 2023-A

MSRB Rule G-42 Disclosures

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

Our Duties as Your Municipal Advisor

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

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

Disclosure of Conflicts

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

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

Legal and Disciplinary Event Disclosures

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

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

In May 2020, Stifel, Nicolaus & Company, Incorporated (the Firm) entered into a Letter of Acceptance, Waiver and Consent (AWC) with the Financial Industry Regulatory Authority (FINRA) whereby the Firm without admitting or denying any specific findings, consented to findings that, from January 2012 through December 2016, the Firm failed to establish, maintain and enforce written supervisory procedures (WSPS) that were reasonably designed to achieve compliance with FINRA's suitability rule as it pertains to early rollovers of unit investment trusts (UITs). As a result the Firm violated NASD Rule 3010, FINRA Rule 3110, and FINRA Rule 2010. Additionally, the Firm consented to a further violation of FINRA Rule 2010 in connection with the sending of "switch letters" to customers containing inaccurate information about the costs they incurred as a result of the early UIT rollovers. The Firm agreed to pay a fine of \$1.75 million and restitution in the amount of \$1,891,188.13, plus interest. The FINRA staff did not require any remedial undertakings by the Firm in the AWC. The Firm has implemented various enhancements to its supervision and compliance oversight of early rollovers of UITs which it believes addresses the alleged deficiencies identified by FINRA. Those enhancements include implementation of a switch alert notification for early rollovers, a risk-based approach of compliance oversight for early rollover activity and a periodic "look-back" by the compliance department of early rollover activity by selected financial advisors.

None of the activities addressed in the AWC were municipal advisory services provided to our municipal entity or obligated person clients. We do not believe that any of the legal or disciplinary event disclosures described in our Form MA is material to our ability to serve as your municipal advisor.

Evaluation of Recommendations/Suitability

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

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

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

Additional Information

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

NOTICE OF AWARD

BID DATE: 05/08/2023 **AWARD DATE:** 05/16/2023

AWARDED TO: Starbuck Trucking

MAILING ADDRESS: 320 S 3rd

CITY: Fredonia **STATE:** KS **ZIP CODE:** 66736

WORK PH: 620-378-3710 **E-MAIL ADDRESS:** _____

BID AMOUNT: \$ 7,500

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:

1. 1309 N. 5th Street = \$ 7,500

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.

Ed Truelove, City Administrator

05/16/2023

Date

NOTICE OF AWARD

BID DATE: 05/08/2023 **AWARD DATE:** 05/16/2023

AWARDED TO: ReCreate Design

MAILING ADDRESS: 28 Century Parkway

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

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

BID AMOUNT: \$ 13,700

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:

1.	318 S 2 nd =	\$ 5,000
2.	1030 Walnut =	\$ 4,200
3.	1700 N 8 th =	\$ 4,500

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.

Ed Truelove, City Administrator

05/16/2023
Date

May 8th, 2023City of Neodesha
Mr. Ed Truelove
1407 N. 8th
P.O. Box 336
Neodesha, KS 66757

RE: **Letter of Agreement**
Parcel Descriptions for Annexation Resolutions

The City of Neodesha, (**OWNER**) hereby agrees to hire EBH & Associates, P.A. (**ENGINEER**) for a licensed Professional Surveyor to prepare written descriptions of land parcels the OWNER desires to annex into the city's corporate limits. It is understood that the OWNER will incorporate these written descriptions into their Resolution(s) for annexation.

Additionally, the OWNER agrees to hire the ENGINEER for a licensed Professional Surveyor to update the written description of the city's corporate limits to include the parcels for which descriptions are written as a part of this agreement, and previously annexed land that was annexed after December 2015.

ENGINEER's scope of services to write parcel descriptions for annexation resolutions include:

1. Main Street (see attached Figure 1)

Create a description of a portion of Main Street to be used for annexation into the Neodesha City Limits. We will have to determine where in the current Corporate Limits description this portion of Main Street is located in order to create the description. We will provide a simple "exhibit" sketch to go with the written description.

Fee \$1,400.00

2. North Water Plant Parcel (see attached Figure 2)

Create a description of a portion of the North Water Plant parcel to be used for annexation into the Neodesha City Limits. We will provide a simple "exhibit" sketch to go with the written description.

Fee \$1,200.00

3. Old Hospital Property (see attached Figure 3)

Create a description of the Old Hospital Property to be used for annexation into the Neodesha City Limits. We will provide a simple "exhibit" sketch to go with the written description.

Fee \$1,200.00

ENGINEER will provide the descriptions above with exhibit sketches within 60 days of a notice to proceed.

4. Corporate Limits Description

Revise the existing corporate limits description to include these proposed annexations and any other annexations that have taken place since the last corporate limits description was last updated (December 2015). We will provide this description by 22 December, 2023, assuming these additional annexations have been approved.

Fee \$3,800.00



The OWNER shall provide the ENGINEER copies of previous fully executed annexation Resolutions and Ordinances, and the most current description of the city's corporate limits.

OWNER shall pay ENGINEER for Engineering Services under this Letter of Agreement a total lump sum fee of \$7,600.00 for services as identified in paragraph 1 through 4 above. All work effort for the described services will be billed monthly. OWNER shall pay ENGINEER at monthly intervals based on the percentage of work completed.

IN WITNESS WHEREOF, OWNER and ENGINEER have signed this ***Letter of Agreement*** in duplicate. One counterpart each has been delivered to OWNER and ENGINEER.

This ***Letter of Agreement*** will be effective on the date written below.

OWNER

ENGINEER

City of Neodesha, Kansas

(Legal name)

EBH & Associates, P.A.

(Legal business name)

By: _____

By: _____

Devin Johnson

(Typed/printed)

Paul Stoner

(Typed/printed)

Mayor

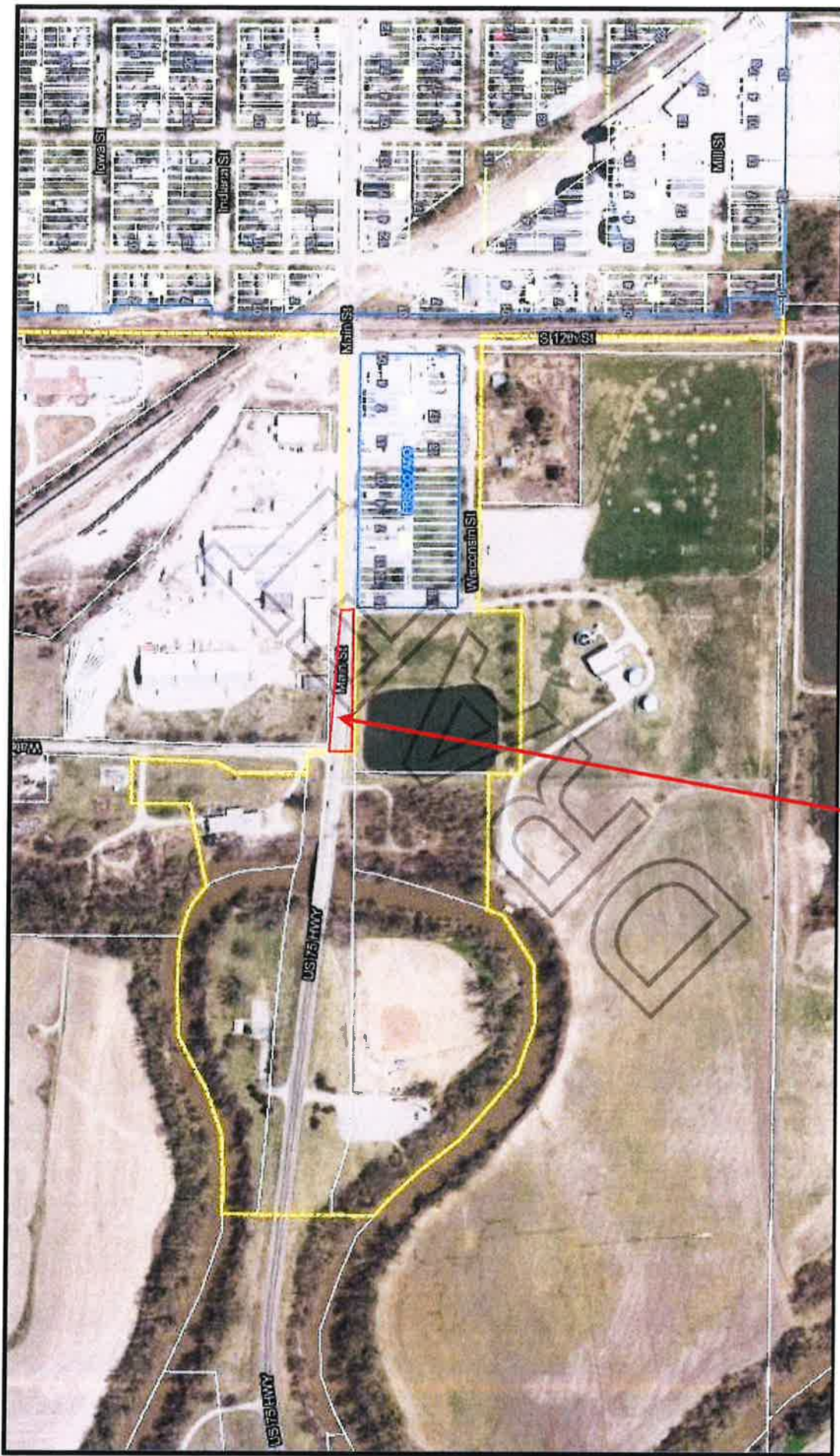
(Title)

Neodesha Office Manager

(Title)

(Date)

Neodesha Main Street (US HWY 75)



4/26/2023

EBH will create a description of this portion of Main Street to be used for annexation into the Neodesha City Limits.

Figure 1

Neodesha North Water Plant Parcel



This parcel, owned by the Royal T Construction, LLC, will not be included in the description.

EBH will create a description of this parcel owned by the City of Neodesha to be used for annexation into the Neodesha City limits.

4/26/2023

Figure 2

Neodesha Old Hospital Property



4/28/2023

EBH will create a description of the old hospital property, currently owned by Ashley Cole, to be used for annexation into the Neodesha City Limits.

Figure 3