

Agenda

City Commission of the City of Neodesha, KS

June 28, 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 June 14, 2023 Minutes
- Appropriation (2023) 11

Item 4: Business Items to Consider

- A. Public Hearing: 2023 Budget Amendment
- B. Approve 2023 Budget Amendment
- C. 2022 Audit Presentation: Jarred, Gilmore & Phillips, PA
- D. Ordinance: Amend SPV Driver's License Requirements
- E. Resolution: Dangerous Structures 611 Church Street; Set Public Hearing
- F. Resolution: Dangerous Structures 1316 N 4th Street; Set Public Hearing
- G. Consider Consulting Agreement: First Step Builders
- H. Consider Contract for Grant Writing Services
- I. Approve Purchase of Electric Poles
- J. Appointment to Economic Development Committee
- K. Discussion: Fire Lane; 100 Block S 4th Street
- L. Discussion: 4.5 Day Work Week

Item 5: Date/Time of Next Regular Meeting

Wednesday, July 12, 2023 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
June 28, 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: Public Hearing: 2023 Budget Amendment

On June 7, 2023, the Commission approved publication of the proposed budget amendment, and scheduled the public hearing for June 28, 2023. The Commission is asked to convene the public hearing for the proposed 2023 budget amendment.

RECOMMENDED MOTION: *N/A*

4.B: Approve 2023 Budget Amendment

The Commission is asked to approve the budget amendment for the 2023 budget.

RECOMMENDED MOTIONS: *I move to approve the 2023 budget amendment as presented.*

4.C: 2022 Audit Presentation: Jarred, Gilmore & Phillips, PA

The Commission will receive a presentation of the 2022 audit from Neil Phillips of Jarred, Gilmore & Phillips, PA.

RECOMMENDED MOTION: *I move to accept the 2022 audit as presented.*

4.D: Ordinance: Amend SPV Driver's License Requirements

The Commission is asked to consider Ordinance 1786, amending the Special Purpose Vehicle Ordinance to prohibit drivers under the age of 16.

RECOMMENDED MOTION: *I move to approve Ordinance 1786 as presented.*

4.E: Resolution: Dangerous Structures 611 Church Street; Set Public Hearing

The Commission is asked to consider Resolution 23-13, calling for a Public Hearing, August 23, 2023, 2pm, in the Commission Chambers, to show cause why the structure located at 611 Church Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 23-13 setting a public hearing for August 23, 2023 as presented.*

4.F: Resolution: Dangerous Structures 1316 N 4th Street; Set Public Hearing

The Commission is asked to consider Resolution 23-14, calling for a Public Hearing, August 23, 2023, 2pm, in the Commission Chambers, to show cause why the structure located at 1316 N 4th Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. The Commission had previously approved Resolution 23-02, declaring the property as dangerous and unsafe, and allowed the property owner 30-days to make the property safe. The abatement process was rescinded April 26, 2023 due to a change in ownership of the property.

RECOMMENDED MOTION: *I move to adopt Resolution 23-14 setting a public hearing for August 23, 2023 as presented.*

4.G: Consider Consulting Agreement: First Step Builders

The Commission tabled this agenda topic on May 24, 2023, and requested a change in the clause for terminating the agreement. Jeri Hammerschmidt, First Step Builders should be in attendance to answer any questions the Commission might have on the agreement.

RECOMMENDED MOTION: *I move to approve the consulting agreement with First Step Builders as presented.*

4.H: Consider Contract for Grant Writing Services

The Commission is asked to discuss and consider an agreement for grant writing services from Clara McCabe, Brambling & Co., LLC.

RECOMMENDED MOTION: *To be determined.*

4.I: Approve Purchase of Electric Poles

The Commission is asked to approve the purchase of electric poles, from the Thomasson Company. The quote is for \$13,213 but will be increased to include tax. Therefore, the Commission is asked to approve the purchase in an amount not to exceed \$14,700.

RECOMMENDED MOTION: *I move to approve the purchase of electric poles from the Thomasson Company, at a cost not to exceed \$14,700.*

4.J: Appointment to Economic Development Committee

For the Economic Development Committee, the Commission is asked to appoint Tom Hood, Wilson Medical Center CEO.

RECOMMENDED MOTION: *I move to appoint Tom Hood to the Economic Development Committee, to complete an unexpired term, with a term ending date of December 31, 2023.*

4.K: Discussion: Fire Lane; 100 Block S 4th Street

Staff will present information to the City Commission regarding the designation of a fire lane in the 100 block of South 4th Street, adjacent to the Fire Station.

RECOMMENDED MOTION: *N/A*

4.L: Discussion: 4.5 Day Work Week

Staff will present information to the Commission regarding a 4.5-day work week.

RECOMMENDED MOTION: *N/A*

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, June 14, 2023, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Moffatt and Vail-Keller present.

Commissioner Moffatt moved to approve the agenda as presented. Seconded by Commissioner Vail-Keller. Motion carried.

Commission reports were heard.

City Administrator reports were heard.

Community Development Director reports were heard.

Public Comments were invited and heard.

Commissioner Vail-Keller moved to approve the consent agenda as presented consisting of minutes from the May 24, 2023 meeting; minutes from the June 7, 2023 Special Call Meeting; and Appropriation (2023) 10 with the deletion of the Jeff Hull Paving payment. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding an ordinance to amend the permit fees for Special Purpose Vehicles. Discussion held.

ORDINANCE NO. 1785

AN ORDINANCE AMENDING SECTION 16-34 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE REGARDING PERMIT FEES TO OPERATE SPECIAL PURPOSE VEHICLES IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING OLD SECTION 16-34 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE.

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

Section One: Section 16-34 of Chapter 16 of the City of Neodesha Code shall be amended to read as follows:

Sec. 16-34. – Traffic and Vehicles.

a) Special Purpose Vehicle Permit fees:

1. \$150.00 per calendar year or portion thereof.

2. \$50.00 for replacement of lost permit.

Section Two: Old Section 16-34 of Chapter 16 of the Code of the City of Neodesha is hereby repealed.

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

Commissioner Moffatt moved to approve Ordinance 1785 amending the permit fees for Special Purpose Vehicles. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution calling for a public hearing to show cause why the structure located at 1607 B Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. Discussion held.

RESOLUTION NO. 23-11

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1607 B Street LEGAL DESCRIPTION: Lots Twelve (12) and Thirteen (13), Block Four (4), Deer & Parks Subdivision, City of Neodesha, Wilson County, Kansas, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 3rd day of April, 2023 file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 9th day of August 2023, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at **1607 B Street** may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

Commissioner Vail-Keller moved to adopt Resolution 23-11 setting a public hearing for August 9, 2023 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution calling for a public hearing to show cause why the structure located at 1611 B Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. Discussion held

RESOLUTION NO. 23-12

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1611 B Street LEGAL

(continued on next page)

DESCRIPTION: Lots Eight (8), Nine (9), Ten (10) and Eleven (11), Block Four (4), Deer & Parks Subdivision, City of Neodesha, Wilson County, Kansas, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 3rd day of April, 2023 file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 9th day of August 2023, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at **1611 B Street** may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

Commissioner Moffatt moved to adopt Resolution 23-12 setting a public hearing for August 9, 2023 as presented. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Truelove addressed the Commission regarding the issues with the leaking roof at Rankin Memorial Library. This agenda item was originally discussed and tabled at the May 24, 2023 meeting. Staff and board members from the library were present to aid in the discussion held.

Commissioner Vail-Keller moved to approve a 50/50 cost share not exceed \$22,000 to repair the library roof. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of adding July 3rd as an additional holiday for 2023. Discussion held.

Commissioner Moffatt moved to approve Monday, July 3rd, as an additional holiday for 2023. Seconded by Commissioner Vail-Keller. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, June 28, 2023 at 2:00 p.m.

At 3:45 p.m. Commissioner Vail-Keller moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 11****6/28/2023**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	FIBER OPTIC SYSTEM	597.79	72330	6/28/2023
ADVANCE INSURANCE COMPANY	JULY PREMIUMS	559.69	72332	6/28/2023
ARLAN COMPANY INC	CHAIR	1,054.15	72333	6/28/2023
ARROW WRECKER SERVICE	AMBULANCE TOW	481.90	72334	6/28/2023
BORDER STATES INDUSTRIES INC	ELECTRIC SUPPLIES	5,646.41	72335	6/28/2023
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	3,852.34	72336	6/28/2023
CHASE PEST CONTROL LLC	EXTERMINATOR SERVICE	300.00	72337	6/28/2023
CINTAS	FIRST AID SUPPLIES	446.33	72338	6/28/2023
SHELBY J CONNER	WINDOW CLEANING	65.00	72339	6/28/2023
CORE & MAIN	SUPPLIES	80.44	72340	6/28/2023
D & D AUTO REPAIR & ALIGNMENT	BATTERY	214.95	72341	6/28/2023
DISCOUNT PLAYGROUND SUPPLY	SPRING RIDER REPLACEMENT	283.95	72342	6/28/2023
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 7/23	50.00	72343	6/28/2023
ENVIROLINE CO INC	LIFT STATION 3 PUMP	7,104.96	72344	6/28/2023
FED EX	SHIPPING CHARGES	45.75	72345	6/28/2023
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	1,178.43	72346	6/28/2023
HAWKINS INC	CHEMICALS	8,767.57	72347	6/28/2023
KANSAS STATE TREASURER	REGISTRAR & TRANSFER AGENT FEE	1,577.50	72348	6/28/2023
NKC Tire	TIRES	541.20	72349	6/28/2023
KUSTOM SIGNALS, INC	VIDEO INSTALL	498.00	72350	6/28/2023
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	1,877.43	72351	6/28/2023
MELS PRINTING	DOOR HANGERS	71.38	72352	6/28/2023
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	297.00	72353	6/28/2023
MIDWEST COMPUTER SALES	IT SERVICES	543.95	72354	6/28/2023
O'REILLY AUTOMOTIVE INC	AUTO PARTS	1,684.61	72356	6/28/2023
PATRIOT SERVICE COMPANY	SANITATION UNITS	200.00	72357	6/28/2023
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	7,463.19	72358	6/28/2023
PITNEY BOWES	POSTAGE FOR METER	1,000.00	72359	6/28/2023
PITNEY BOWES	POSTAGE MACHINE LEASE	757.74	72360	6/28/2023

PORTER DRUG STORE	MEDICATION	80.78	72361	6/28/2023
REYNOLDS PLUMBING & ELECTRIC	A/C REPAIR	185.00	72362	6/28/2023
SALT CREEK VETERINARY CLINIC	VET SERVICES	97.50	72363	6/28/2023
SANDBAGGER GOLF & TURF	MOWER PARTS	962.95	72364	6/28/2023
SECURITY 1ST TITLE, LLC	NEODESHA LAND BANK	920.00	72365	6/28/2023
SHERWIN WILLIAMS INDEPENDENCE	PAINT & THINNER	698.33	72366	6/28/2023
SIGN DESIGN	UNIFORMS	175.00	72367	6/28/2023
SOUTHERN UNIFORM & TACTICAL	UNIFORMS	178.08	72368	6/28/2023
SPARKLIGHT	INTERNET SERVICE	124.17	72369	6/28/2023
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	438.32	72370	6/28/2023
STERICYCLE INC	DISPOSAL SERVICE	232.68	72371	6/28/2023
STEVE FAULKNER FORD	REPAIR & PAINT	2,370.27	72372	6/28/2023
SUPERIOR E R VEHICLES	EQUIPMENT INSTALLATION	880.00	72373	6/28/2023
THE RENTAL STATION	SCISSOR LIFT RENTAL	151.11	72374	6/28/2023
UNIFIRST CORPORATION	RUG & CLEANING SUPPLIES	642.55	72375	6/28/2023
US CELLULAR	CELL PHONE/TABLET CHARGES	423.00	72376	6/28/2023
USD 461	POOL CONCESSIONS	2,176.27	72377	6/28/2023
WESTERN AUTO	SUPPLIES	392.37	72379	6/28/2023
WILSON COUNTY COORDINATOR	LANDFILL CHARGES	188.00	72380	6/28/2023
WOODS LUMBER COMPANY	SUPPLIES	1,027.12	72381	6/28/2023
ZOLL MEDICAL CORPORATION GPO	SUPPLIES	239.20	72382	6/28/2023
CASH	EMPLOYEE BIRTHDAY'S	20.00	71977	5/3/2023
JONATHON JOHNSON	PARAMEDIC EXAM REIMBURSEMENT	50.00	71978	5/3/2023
WEX BANK	FUEL	8,882.72	71979	5/3/2023
OSDH EMERGENCY SYSTEMS	OK PARAMEDIC LICENSE	85.00	72107	5/24/2023
TRET BAILEY	FUEL REIMBURSEMENT	41.55	72108	5/24/2023
SUPERIOR E R VEHICLES	2023 DURANGO	46,544.40	72109	5/24/2023
RURAL WATER DISTRICT 4	AIRPORT RURAL WATER	28.60	72110	5/24/2023
STREAK-N-SHOPPE	LIFEGUARD/STAFF TANKS	420.00	72111	5/24/2023
SOUTHERN STAR CENTRAL GP INC	APRIL BILLING	30,240.38	72112	5/24/2023
COMMUNITY NATIONAL BANK	STREET SWEEPER FINAL PAYMENT	36,079.22	72113	5/24/2023
CALEB BERGER	MILEAGE REIMBURSEMENT	271.25	72114	5/24/2023
SPARKLIGHT	INTERNET SERVICE	190.06	72115	5/24/2023
TRACY EDWARDS	2023 POOL START UP MONEY	200.00	72116	5/24/2023

A T & T	PHONE CHARGES	288.21	72117	5/24/2023
CONSTELLATION NEWENERGY	APRIL BILLING	43,310.45	72118	5/24/2023
SPARKLIGHT	INTERNET SERVICE	124.17	72119	5/24/2023
VISA	SUPPLIES, TRAINING, MEMBER DUES	6,628.08	72224	5/31/2023
PETTY CASH	PETTY CASH REIMBURSEMENT	156.15	72225	5/31/2023
US POST OFFICE	MAY BILLING	364.33	72226	5/31/2023
****TOTAL****		233,748.93		

ACH ELECTRIC ENERGY STATEMENTS BILLED JUNE 2023
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KMEA - SPA Hyrdro Project	May 2023 Service	3,456.37
KMEA - GRDA Power Supply Project	July 2023 Service	126,571.15
KMEA - Energy Mgmt Project No 3	May 2023 Service	112,297.77
TOTAL ACH Electric Energy Statements		242,325.29

2023

**Amended
Certificate
For Calendar Year 2023**

To the Clerk of Wilson, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Neodesha
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

			2023 Amended Budget		
			Amount of 2022 Tax that was Levied	Adopted 2023 Expenditures	Proposed Amended 2023 Expenditures
Table of Contents:		Page No.			
Fund	K.S.A.				
702 Electric Fund	79-2929a	2		4,735,400	5,452,700
704 Solid Waste	79-2929a	3		297,850	312,850
Totals		xxxxxxx	0	5,033,250	5,765,550
Summary of Amendments		4			

Attested date:_____

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

City of Neodesha

2023

Adopted Budget

702 Electric Fund	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	835,553	835,553
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Electric Sales	4,700,000	4,700,000
Connection Fees	11,000	11,000
Penalties	43,000	43,000
Service Fees	7,500	7,500
Loan Proceeds - SOK Low Interest Loan		
Interest on Idle Funds	500	500
Miscellaneous		
Total Receipts	4,762,000	4,762,000
Resources Available:	5,597,553	5,597,553
Expenditures:		
Electric Administration	424,700	424,700
Electric Distribution	79,700	797,000
Electric Production	3,000,000	3,000,000
Transfer to General Fund	600,000	600,000
Transfer to Electric Reserves	200,000	200,000
Debt Service - SOK Low Interest Loan	276,000	276,000
Transfer to CDBG		
Capital Outlay	155,000	155,000
Cash Forward (2023 Column)		
Miscellaneous		
Total Expenditures	4,735,400	5,452,700
Unencumbered Cash Balance December 31	862,153	144,853

CPA Summary

City of Neodesha

Adopted Budget

704 Solid Waste	2023 Adopted Budget	2023 Proposed Budget
Unencumbered Cash Balance January 1	66,203	66,203
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Solid Waste Revenue	270,000	270,000
Penalties	3,500	3,500
Interest on Idle Funds	0	0
Total Receipts	273,500	273,500
Resources Available:	339,703	339,703
Expenditures:		
Solid Waste Salaries	159,650	159,650
Contractual	42,800	42,800
Commodities	51,400	51,400
Transfer to General	0	0
Transfer to SW Reserves	0	15,000
Capital Outlay	4,000	4,000
Debt Service - Trash Truck	40,000	40,000
Miscellaneous		
Total Expenditures	297,850	312,850
Unencumbered Cash Balance December 31	41,853	26,853

CPA Summary

2023

Notice of Budget Hearing for Amending the

2023 Budget

The governing body of

City of Neodesha

will meet on the day of June 28, 2023 at 2:00 p.m. at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, 1407 N 8th Street, Neodesha, KS and will be available at this hearing.

Summary of Amendments

Fund	2023 Adopted Budget			2023 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
702 Electric Fund			4,735,400	5,452,700
704 Solid Waste			297,850	312,850
			0	0
			0	0
			0	0
			0	0

Devin Johnson

Official Title: Mayor

ORDINANCE NO. 1786

AN ORDINANCE AMENDING SECTION 34-46 OF CHAPTER 34 OF THE CITY OF NEODESHA CODE REGARDING DRIVER'S LICENSE REQUIREMENTS FOR SPECIAL PURPOSE VEHICLES IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING PRIOR SECTION 34-46 OF CHAPTER 34 OF THE CITY OF NEODESHA CODE AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

Section One: Section 34-46 of Chapter 34 of the City of Neodesha Code shall be amended to read as follows:

Sec. 34-46 – Same; valid driver's license required; penalty.

No person under the age of 16 years old shall operate a special purpose vehicle on any public highway, street, road or alley within the corporate limits of the City of Neodesha. No person shall operate a special purpose vehicle on any public highway, street, road or alley within the corporate limits of the City of Neodesha unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

Section Two: Prior Section 34-46 of the Neodesha City Code and all ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section Three: This ordinance shall take effect and be in full force from and after its adoption by the governing body and publication once in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 28th day of June, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 23-13

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT *611 Church Street* LEGAL DESCRIPTION: West 75' of North 100' of Lot 33 and further described as Beginning at the NW corner of Lot 33 then running South 100', East 75', North 100' and West 75' to point of beginning Resurvey of Ford's Subdivision, City of Neodesha, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 20th day of April, 2022 file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 23rd day of August 2023, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at *611 Church Street* may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 28th day of June 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 23-14

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 1316 N 4th on LEGAL DESCRIPTION: Lots 8 and 9, Block 3, E.M. Cooper's Addition, City of Neodesha, Wilson County, Kansas, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 10th day of May, 2023, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Neodesha that a hearing will be held on August 23, 2023 before the Governing Body of the City at 2:00 p.m. in the Commission Room at City Hall, 1407 N 8th Street, at which time the owner, his agent, any lien holder of record and any occupant of the structure located at **1316 N 4th**, Neodesha, Kansas may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 28th day of June, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



First Step Builders, LLC

Consulting Contract

This Consulting Contract is being entered into by First Step Builders, LLC (as "Consultant" or as "FSB"), and City of Neodesha (as "Client") this 28th day of June, 2023.

1. Work to be Performed by Consultant:

- A. Provide assessment of housing needs within agreed upon area.
- B. Develop framework for addressing housing needs.
- C. Assist process to obtain additional benefits/resources through various agencies and programs.
- D. Work to implement a housing plan.

Compensation to Consultant:

- E. Client shall pay Consultant an initial fee of \$1,000.00 for the initial completion and delivery of the assessment report referenced in Paragraph (1)(A) above. Such fee shall be payable at the time of the execution of this Agreement at which time the parties will determine and agree upon a schedule for delivery of such assessment report.
- F. In providing the additional services referenced in Paragraphs 1(B), (C) and (D) above, Consultant shall charge Client a fee computed by multiplying the number of hours of service provided by Consultant and providing the services described in Paragraphs 1(B), (C) and (D) by an hourly charge of \$100.00 provided, however, that the maximum fee payable under this Paragraph 1(F) shall not exceed \$5,000.00. Consultant will prepare and deliver invoices each month while the services are being performed with each invoice to include detailed description of services provided, time spent in providing such services and an enumeration of expenses to be reimbursed. Expense reimbursements will be made by Client only if Client has approved the incurring of such expenses and Consultant provides adequate documentation to support such expenses advance. Client

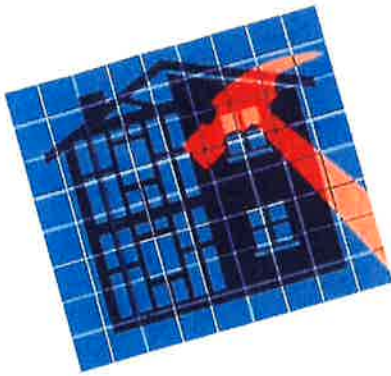
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Spring Hill, KS 66083



agrees to remit payment of each monthly invoice within 30 days of date of receipt of such invoice.

2. **Independent Contractor Relationship:** FSB's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, nor should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of FSB's compensation will be subject to withholding for the payment of any social security, federal, state or any other employee payroll taxes.
3. **Ownership of Work Product:** Client agrees that all work product developed by FSB alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of FSB and Client shall retain no ownership interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and taglines. However, FSB will grant to Client a perpetual, royalty-free license to utilize all work product developed specifically for Client under the terms of this Consulting Contract for which Client has made payments in accordance with the terms hereof.
4. **Confidentiality:**
 - A. **Definition of Confidential Information:** "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and FSB information related to the past, current, future, and proposed services of FSB and includes, without limitation, FSB information concerning customers, research, financial information, purchasing business forecasts, sales and merchandising, and market plans and information.
 - B. **Nondisclosure and Nonuse Obligations:** Client agrees to protect the confidentiality of all Confidential Information and, except as permitted in

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this section, Client shall neither use nor disclose the confidential information.

C. Exclusion from Nondisclosure and Nonuse Obligations: Client's obligations with respect to any portion of the Confidential Information shall not apply to any such portion that Client can demonstrate (a) was in the public domain at or subsequent to the time and such portion was communicated to FSB by Client; (b) was rightfully in Client's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to FSB by Client; or (c) was developed by Client independently of and without reference to any information communicated to Client by FSB. A disclosure of Confidential Information by Client, (i) in response to a valid order by a court order or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this agreement shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Client shall provide prompt written notice thereof to FSB to enable FSB to seek a protective order or otherwise prevent such disclosure.

5. General Provisions:

A. Governing Law: This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Kansas. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Kansas, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or judgement of such federal and state courts located in Kansas, such personal jurisdiction shall be nonexclusive.

B. Severability: If any provision of this agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed

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amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provision of this Agreement shall not be affected or impaired thereby.

- C. Default:** If either party hereto breaches any of its obligations hereunder and such breach continues for a period of ten (10) business days after the non-breaching party has given to the breaching party written notice of such breach and the steps required to cure same, then the breaching party shall be deemed in default of its obligations hereunder, and the non-breaching party shall be permitted to terminate this Consulting Contract and to recover any damages suffered or incurred as a result of such breach.
- D. Nature of Consulting Payments:** All payments made to Consultant by Client shall be deemed payments for the services described in this Agreement and Client shall not withhold any federal, state or local taxes with respect to such payments. Consultant agrees to properly report to the appropriate taxing authorities all such payments received from Client and to either pay or assure that payment is made of all taxes due and owing with respect thereto.
- E. Amendment:** This Consulting Contract may be amended only by a written agreement signed by authorized representatives of both Consultant and Client.
- F. Cancellation:** This Consulting Contract may be cancelled by either Consultant or Client with 30-days written notice. Notices can be personally delivered or mailed to the Parties address below.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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FIRST STEP BUILDERS LLC

By: _____

Printed Name_____

Title:_____

Address: _____

CLIENT

Printed Name: Devin Johnson

Title: Mayor

Address: PO Box 336

Neodesha KS 66757

Contract for Grant Writing Services

- I. This is an agreement between the City of Neodesha (Client) and Clara J. McCabe (contractor) of Brambling & Co., LLC.
- II. *Project Description: Natural Gas Distribution Infrastructure Safety and Modernization* The Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) grant's eligible entities are municipality- or community-owned utilities, not including for-profit entities, needing assistance in repairing, rehabilitating, or replacing high-risk, leak-prone natural gas distribution infrastructure, or in acquiring equipment to reduce incidents and fatalities and avoid economic losses. The NGDISM Grant Program also strives to create good-paying jobs, to promote economic growth, and benefit disadvantaged rural and urban communities with safe provision of natural gas.
- III. *Scope of Services:* Contractor agrees to provide the following services:
 - Compile research and project data to develop grant writing plan and template
 - Review organization and funding materials and other background information necessary to develop proposal
 - Assist with formatting rational, logic model, and implementation strategies for funding proposal
 - Provide insight into evaluation plan and grant required components
 - Write and edit funding proposal components
 - Assist with uploading/submitting the final grant application, unless Client prefers Contractor to submit
 - Participate in meetings/conference calls to accomplish grant writing task
- IV. *Compensation:* The Client agrees to compensate Contractor at the rate of \$84.00 per hour. It is estimated it will take approximately 60 hours to complete the task. Contractor will keep careful track of hours spent on project and notify agency contact once a total of 25 hours is reached. Billable hours will include all activities mentioned in III, as well as proposal preparation and editing, and consultation. Time will be rounded to the nearest quarter hour. Based in the reduced time to complete final project, one payment shall be paid to Contractor within 30 days of receipt of invoice unless payment plan is agreed upon and noted below.

IF Client does not wish to pay an hourly rate for compensation due to budget restrictions, Client and Contractor can agree upon a 10% payment rate of any awarded funding received by the Client from the services of the Contractor. The Client will agree on \$500.00 as a non-refundable deposit to Contractor that will be deducted from the final payment **ONLY** if the Client is awarded funding. If the Client is not awarded any funding, there is no additional cost due to the Contractor.
- V. *Confidentiality:* Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this contract. Contractor agrees not to disclose private information about the organization, donors, or funding application. "Private information" does not include information available in the public domain.

VII. This contract may be renegotiated or terminated with 72 hours written notice at the request of either party.

Contractor Information:

Clara J. McCabe
Senior Consultant
Brambling & Co., LLC
Post Office Box 469
Eureka, Kansas 67045

Signatures:

Clara J. McCabe, Contractor

Date: _____

Client

Date: _____

Stephanie Fyfe

From: Brandon Hearn
Sent: Friday, June 23, 2023 10:28 AM
To: Stephanie Fyfe
Subject: FW: poles

Follow Up Flag: Follow up
Flag Status: Flagged

Stephanie,

Can you add this quote to the agenda?

\$234 x 18= \$4212

\$375 x 24= \$9000

\$13212 plus tax

Thanks
Brandon

From: Tommy Campbell (Tommy@thomassoncompany.com) [mailto:Tommy@thomassoncompany.com]
Sent: Friday, June 23, 2023 9:54 AM
To: Brandon Hearn
Subject: poles

Brandon, thanks for the call. Here is what I can offer

.60 cca-et-brown

Boom

Rea/m-20 framed

Wqc ins.

18-pcs class 4/30=\$234 each

24 pcs class 4/40=\$375 ea

Call me with any questions.



Tommy Campbell
Thomasson Company
P.O. Box 490
Philadelphia, MS 39350
800-647-6260 Watts

Stephanie Fyfe

From: Brandon Hearn
Sent: Friday, June 23, 2023 10:26 AM
To: Stephanie Fyfe
Subject: FW: pole quote

Follow Up Flag: Follow up
Flag Status: Flagged

This is the losing quote. Just thought they might want it as well

From: Jonathon Gengler (jgengler@bridgewellres.com) [mailto:jgengler@bridgewellres.com]
Sent: Friday, June 23, 2023 10:22 AM
To: Brandon Hearn
Subject: RE: pole quote

Brandon,

No problem at all. Below is the pricing for the wood poles as CCA treated. Please note, because CCA is quite a bit heavier than DCOI, we get less pieces on a full truckload. Thank you,

All poles to be:
Southern Pine Per ANSI 05.1
Treated CCA .60 Per AWPAs Specs.
RUS M-20 Framed
WQC Inspected
Delivered and boom unloaded on site in Neodesha, KS

LEAD TIME: WITHIN 3-4 WEEKS FROM TIME OF ORDER

18 pc. – Class 4, 30ft - \$351.00 each
+/- 21 pc. – Class 4, 40ft - \$522.00 each 7 17200 + tax
(Before tax if applicable)

Thank you,

Jonathon Gengler
Utility & Construction Division

Bridgewell Resources LLC
PO Box 23372 | Tigard, OR 97281
Direct Line: 503.872.3451 | 800.430.3451
Cell Phone: 503.732.4832

 **BRIDGEWELL**
RESOURCES
www.bridgewellresources.com