

Agenda

City Commission of the City of Neodesha, KS

September 13, 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 August 23, 2023 Minutes
- Approval of August 28, 2023 Special Call Minutes
- Appropriation (2023) 16

Item 4: Business Items to Consider

- A. Public Hearing: 2024 Budget Intent to Exceed Revenue Neutral Rate
- B. Resolution: Levy Property Tax Rate Exceeding the Revenue Neutral Rate
- C. Public Hearing: 2024 Budget
- D. Approve 2024 Budget
- E. Charter Ordinance: Library Board
- F. Ordinance: Adopt 2021 International Building Code by Reference
- G. Ordinance: Adopt 2021 International Residential Code by Reference
- H. Ordinance: Adopt 2021 International Existing Building Code by Reference
- I. Ordinance: Adopt 2021 International Fire Code by Reference
- J. Ordinance: Recreational Vehicle Parking
- K. Ordinance: Minimum Housing Code
- L. Consider Zoning Variance; 904, 912, and 920 Grant Street
- M. Consider Zoning Variance; 1420 N 2nd
- N. Consider Engineering Services Agreement: Neodesha Entry Sign; PEC Engineering
- O. Consider Legal Services Agreement: Healy Law Firm
- P. Land Bank: Accept Donation of Property
- Q. Approve Purchase of Equipment Upgrade at Airport Refueling Station
- R. Approve Purchase of Electric Poles
- S. Accept Resignation from Economic Development Committee
- T. Appointment to Economic Development Committee
- U. Appointment to Planning & Zoning Commission
- V. Request for Use of Riverwalk Park: Bill Tigner
- W. Request for Donation of Civic Center as a Chamber Auction Item
- X. Request for Relinquishment of Electric Circuit

- Y. Accept Resignation of Public Works Employee
- Z. Discussion: Electric Utility Fee Ordinance
- AA. Set Special Call Meeting Date

Item 5: Date/Time of Next Regular Meeting

Wednesday, September 27, 2023 at **1:30 p.m.** – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
September 13, 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: 2024 Budget Intent to Exceed Revenue Neutral Rate

The Commission is asked to conduct an advertised public hearing regarding the intent to exceed the revenue neutral rate for the 2024 budget.

RECOMMENDED MOTION: *N/A*

4.B: Resolution: Levy Property Tax Rate Exceeding the Revenue Neutral Rate

Depending on the outcome of the public hearing, the Commission is asked to approve Resolution 23-22, providing authority for exceeding the revenue neutral rate for the 2024 budget.

RECOMMENDED MOTION: *I move to adopt Resolution 23-22 as presented.*

4.C: Public Hearing: 2024 Budget

The Public Hearing for the 2024 Budget will be opened and comments taken. After the hearing is closed the budget can be adopted under agenda item 4D.

RECOMMENDED MOTION: *N/A*

4.D: Approve 2024 Budget

Upon completion of the 2024 Budget Hearing (agenda item 4C), the Commission is asked to adopt the 2024 budget.

RECOMMENDED MOTION: *I move to adopt the Budget for the 2024 calendar year as presented.*

4.E: Charter Ordinance: Library Board

The Commission is asked to consider this Charter Ordinance (C.O.) to amend the City's authority for appointing members of the library board. This C.O. will repeal C.O. 11 that provided for library board appointments that differ from the state statute. This draft C.O. will exempt us from the board appointment limitations contained in K.S.A. 12-1222. After complete passage of this C.O., Staff will bring a regular

ordinance to the Commission that will provide for board appointments in the future. The regular ordinance will, primarily, allow for all board appointments to be four-year terms instead of the current 2-year term limits for county residents.

RECOMMENDED MOTION: *I move to adopt Charter Ordinance 19, exempting the City of Neodesha, Kansas, from the provisions of K.S.A. 12-1222 relating to Library Board appointments, and providing substitute and additional provisions of the same subject.*

4.F: Ordinance: Adopt 2021 International Building Code by Reference

For this agenda item, the Commission is asked to approve Ordinance #1791, adopting the 2021 edition of the International Building Code by reference. Our previous edition of the IBC is dated 2015.

RECOMMENDED MOTION: *I move to adopt Ordinance #1791, codifying the 2021 International Building Code by reference.*

4.G: Ordinance: Adopt 2021 International Residential Code by Reference

For this agenda item, the Commission is asked to approve Ordinance #1792, adopting the 2021 edition of the International Residential Code by reference. We have not previously codified this residential code.

RECOMMENDED MOTION: *I move to adopt Ordinance #1792, codifying the 2021 International Residential Code by reference.*

4.H: Ordinance: Adopt 2021 International Existing Building Code by Reference

For this agenda item, the Commission is asked to approve Ordinance #1793, adopting the 2021 edition of the International Existing Building Code by reference. We have not previously codified this existing building code.

RECOMMENDED MOTION: *I move to adopt Ordinance #1793, codifying the 2021 International Existing Building Code by reference.*

4.I: Ordinance: Adopt 2021 International Fire Code by Reference

For this agenda item, the Commission is asked to approve Ordinance #1794, adopting the 2021 edition of the International Fire Code by reference. This will replace the 2015 edition.

RECOMMENDED MOTION: *I move to adopt Ordinance #1794, codifying the 2021 International Fire Code by reference.*

4.J: Ordinance: Recreational Vehicle Parking

The Commission is asked to consider an Ordinance establishing parking regulations for recreational vehicles, motor homes, camping trailers, etc. The Neodesha PD has identified that we have several instances where we have people staying in campers, long term, in our community.

RECOMMENDED MOTION: *I move to approve Ordinance 1795, regulating the parking of recreational vehicles in the City of Neodesha.*

4.K: Ordinance: Minimum Housing Code

Staff will present information to the Commission related to a Minimum Housing Code. This ordinance draft is used by many cities in Kansas, and is thought to provide assistance towards helping to ensure a clean, safe environment for people living in our community. This draft ordinance has been reviewed by the City Attorney, with several comments towards providing a better ordinance. If amendments have not been completed, Staff will ask that the Commission table this draft for further amendments.

RECOMMENDED MOTION: *I move to approve Ordinance 1796 as presented.*

4.L: Consider Zoning Variance: 904, 912, and 920 Grant Street

This zoning variance request is from USD 461, and would change the front yard setback requirements from 20-feet to 12-feet. The P & Z Board has recommended approval.

RECOMMENDED MOTION: *I move to approve the zoning variance for setback requirements for 904, 912, and 920 Grant Street.*

4.M: Consider Zoning Variance: 1420 N 2nd Street

For this agenda item, the Commission is asked to consider a zoning variance for 1420 N 2nd Street. This variance would allow for the placement of an 820 Sq Ft manufactured home on this lot, that will replace an existing mobile home. The P&Z has recommended approval.

RECOMMENDED MOTION: *I move to approve the zoning variance for the placement of a manufactured home at 1420 N 2nd Street.*

4.N: Consider Engineering Services Agreement: Neodesha Entry Sign; PEC Engineering

For this agenda item, the Commission is asked to consider an engineering services agreement, with PEC Engineering, for services related to the design of a community welcome sign on Highway 75, at the west entry into the Community.

RECOMMENDED MOTION: *I move to approve the engineering services agreement with PEC Engineering, at a cost of \$11,200.00.*

4.O: Consider Legal Services Agreement: Healy Law Firm

Staff has been working with the Healy Law Firm for assistance with ROW ordinances, pole attachment agreements, and franchise agreements. There is still work to be done in obtaining a franchise agreement with Sparklight. This service agreement has been updated by representatives of the Healy Law Firm, primarily due to their fee increases.

RECOMMENDED MOTION: *I move to approve the legal services agreement with the Healy Law Firm as presented.*

4.P: Land Bank: Accept Donation of Property

The Commission is asked to convene as the Land Bank and consider the donation of the property located at 1401 N 2nd Street and 1211 N 3rd Street.

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

RECOMMENDED MOTIONS: *I move to approve accepting the donation of property located at 1401 N 2nd Street.*

RECOMMENDED MOTIONS: *I move to approve accepting the donation of property located at 1211 N 3rd Street.*

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

4.Q: Approve Purchase of Equipment Upgrade at Airport Refueling Station

The Commission is asked to consider approving the purchase of equipment upgrades to the airport fueling station. Kevin, our IT provider, informs us that the Fuelmaster equipment has been uploaded to the Cloud, and that we currently do not have the ability to effectively communicate with the equipment. Therefore, we do not have access to necessary reports. Staff believes this is a necessary upgrade for the effective use of our airport refueling station.

RECOMMENDED MOTION: *I move to approve purchase of the refueling station upgrade, from PB Hoidale Co., Inc. at a cost not to exceed \$14,565.45.*

4.R: Approve Purchase of Electric Poles

The Commission is asked to approve the purchase of electric poles from the Thomasson Company, at a cost of \$12,510.00. This amount, however, does not include tax.

RECOMMENDED MOTION: *I move to approve purchase of electric poles, from the Thomasson Company, at a cost not to exceed \$14,000.*

4.S: Accept Resignation from Economic Development Committee

Mr. Chris Goodwin has asked that the Commission accept his resignation from the Economic Development Committee.

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

4.T: Appointment to Economic Development Committee

For the Economic Development Committee, the Commission is asked to appoint Robyn Pierce, the Director for the Neodesha Area Chamber of Commerce. This appointment will be for completing Chris Goodwin's unexpired term.

RECOMMENDED MOTION: *I move to appoint Robyn Pierce to the Economic Development Committee, to complete an unexpired term, with a term ending date of December 31, 2026.*

4.U: Appointment to Planning & Zoning Commission

For the Planning & Zoning Commission, the Commission is asked to appoint Louise Campbell. Ms. Louise has agreed to serve. Although this open position has a term-ending date of December 31, 2023, the Commission is asked to appoint Ms. Louise now, for a three-year term, with a term-ending date of December 31, 2026.

RECOMMENDED MOTION: *I move to appoint Louise Campbell to the Planning & Zoning Commission for a three-year term, with a term ending date of December 31, 2026.*

4.V: Request for Use of Riverwalk Park: Bill Tigner

Mr. Bill Tigner has requested the use of Riverwalk Park, on Saturday, November 4th, 2023, for an event to be conducted by the youth groups from the Methodist Church and Christ Church. The event is scheduled from 3pm to 5pm. Additionally, they will need time to set up, and to clean up at the end.

RECOMMENDED MOTION: *I move to approve the use of Riverwalk Park on November 4th, 2023, for a church youth event.*

4.W: Request for Donation of Civic Center as a Chamber Auction Item

The Neodesha Area Chamber of Commerce is requesting that the Commission consider donating the use of the Civic Center for an event. This donated time would be used as an auction item at the Chamber of Commerce auction.

RECOMMENDED MOTION: *To be determined.*

4.X: Request for Relinquishment of Electric Circuit

Mr. Stan Reynolds, 14998 425 Rd., has requested that the Commission consider allowing him to transfer his electric service connection to Evergy.

RECOMMENDED MOTION: *To be determined.*

4.Y: Accept Resignation of Public Works Employee

The Commission is asked to accept Cameron Grogan's resignation, effective September 8, 2023.

RECOMMENDED MOTION: *I move to accept Cameron Grogan's resignation, effective September 8th, 2023.*

4.Z: Discussion: Electric Utility Fee Ordinance

Staff will present information, and concerns, about the status of the electric utility fee ordinance.

RECOMMENDED MOTION: *N/A*

4.AA: Set Special Call Meeting Date

This agenda item is at the request of the mayor, to meet with the executive recruitment advisor.

RECOMMENDED MOTION: *To be determined.*

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, and Public Works Director to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at ____ p.m.

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, August 23, 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 with the addition of Business Item 4G: Approve Republication of Notice of Public Hearing: 2024 Budget; 4H: Approve Republication of Notice of Hearing to Exceed Revenue Neutral Rate; 4I: Approve Notice of Revenue Neutral Rate Intent; and 4M: Accept Resignation of Public Works Employee. 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 August 9, 2023 meeting; minutes from the August 14, 2023 Special Call Meeting; and Appropriation (2023) 15. Seconded by Commissioner Moffatt. Motion carried.

The Governing Body welcomed Darren Prince and Gerry Bieker, KMEA, for a presentation on the results of an electric utility rate review. Discussion held. No action taken.

This being the time and date published in the official newspaper for the hearing on the Dangerous Structures located at 611 Church Street, the public hearing was opened. Public comments were heard and considered; the hearing was then closed.

RESOLUTION NO. 23-19

A RESOLUTION FINDING THAT 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, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 20th day of April, 2023 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the 28th day of June, 2023, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 13th day of July, 2023, and on the 20th day of July, 2023, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 23rd day of August, 2023, the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lienholders, and occupants of such structure (having appeared or having failed to appear);

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

THAT said governing body hereby finds that the structure is unsafe and dangerous and hereby directs such 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**, to be repaired or removed and the premises made safe and secure. The owner of such structure is hereby given **30 days** from the date of publication of this Resolution within which to commence the repair or removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be repaired or razed and removed and the costs of such repair, razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

Commissioner Moffatt moved to adopt Resolution 23-19 declaring the property located at 611 Church Street as unsafe or dangerous, and allow the property owner 30 days to repair or remove the structures and make the property safe and secure. Seconded by Commissioner Vail-Keller. Motion carried.

This being the time and date published in the official newspaper for the hearing on the Dangerous Structures located at 1316 N 4th Street, the public hearing was opened. Public comments were heard and considered; the hearing was then closed.

RESOLUTION NO. 23-20

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1316 N 4th Street, on LEGAL DESCRIPTION: Lots 8 and 9, Block 3, E.M. Cooper's Addition, City of Neodesha, Wilson County, Kansas, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 10th day of May, 2023 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

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WHEREAS, the governing body did by Resolution dated the 28th day of June, 2023, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 13th day of July, 2023, and on the 20th day of July, 2023, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 23rd day of August, 2023, the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lienholders, and occupants of such structure (having appeared or having failed to appear);

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

THAT said governing body hereby finds that the structure is unsafe and dangerous and hereby directs such 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**, to be repaired or removed and the premises made safe and secure. The owner of such structure is hereby given **30 days** from the date of publication of this Resolution within which to commence the repair or removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be repaired or razed and removed and the costs of such repair, razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

Commissioner Vail-Keller moved to adopt Resolution 23-20 declaring the property located at 1316 N 4th Street as unsafe or dangerous, and allow the property owner 30 days to repair or remove the structures and make the property safe and secure. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution in support of the Blue Cross Blue Shield, Pathways to a Healthy Kansas grant for playground equipment at Crowder Park. Discussion held.

RESOLUTION NO. 23-21

A RESOLUTION OF THE CITY OF NEODESHA, KANSAS, SUPPORTING IMPROVEMENTS TO CROWDER PARK;

WHEREAS, the City of Neodesha, Kansas, owns, operates and maintains Crowder Park, located at 1st Street and Ohio Street, to provide residents opportunities to be physically active and participate in community activities; and

WHEREAS, the City of Neodesha, Kansas, desires to apply for funding for a Placemaking project to make improvements at Crowder Park from *Pathways to a Healthy Kansas (Pathways)*, a Blue Cross and Blue Shield of Kansas (BCBSKS) initiative in partnership with Live Long, Stay Strong Wilson County; and

WHEREAS, the City of Neodesha hereby affirms its commitment to providing greater access to healthy living options for community members, that its involvement with the *Pathways* initiative helps to establish strong community norms for healthier living, and that it is willing to learn more about making healthy environment and health policy changes to help community members live a longer and better quality of life; and

WHEREAS, the City of Neodesha acknowledges that it plays an integral role in creating opportunities for community members to be physically active and provide opportunities for community members to come together in public spaces; and

WHEREAS, Crowder Park is a key community resource used by families with children, aged citizens, and other residents for outdoor activities, physical activity, and community events; and

WHEREAS, due to budget constraints, the facilities at Crowder Park are outdated and need to be replaced and/or repaired; and

WHEREAS, the *Pathways* initiative is structured in terms of "community pathways" that are designed to help the coalition take a holistic, community-wide approach to improving health outcomes by addressing the social determinants of health, including community-based Placemaking projects; and

WHEREAS, the *Pathways* initiative defines Placemaking as the shaping of a place by creatively applying arts, culture, and social context to jump-start economic development, promote community pride and morale, and encourage people to be physically active; and

WHEREAS, *Pathways* requires an emphasis and targeted benefits for "populations of focus" outlined by BCBSKS as part of Placemaking efforts supported by a *Pathways* implementation grant; and

WHEREAS, the residential area surrounding Crowder Park is a low resourced neighborhood, including older and abandoned homes and several vacant property sites; and

WHEREAS, Stay Strong, Live Long Wilson County Coalition surveyed residents living close to Crowder Park to identify and prioritize improvements for Crowder Park; and

WHEREAS, the results of this input show strong support for the installation of playground equipment for children, swings, and a slide in Crowder Park; and

WHEREAS, the City of Neodesha is seeking funding through a *Pathways* implementation grant to provide these improved facilities at Crowder Park; and

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WHEREAS, the anticipated cost of these improvements is approximately \$62,726.71 (See attached budget); and

WHEREAS, the City of Neodesha is seeking a *Pathways* implementation grant in the amount of \$48,850 for the costs of the Park improvements; and

WHEREAS, the City of Neodesha will provide any funding needed to pay for costs for the improvements to Crowder Park beyond the \$48,850 *Pathways* implementation grant and also provide in-kind labor, project oversight, and maintenance for the Park improvements; and

WHEREAS, if Stay Strong, Live Long Wilson County Coalition has additional available implementation funds of up to \$1,150 for the City of Neodesha Placemaking initiative in Crowder Park, the City will work with the Coalition to ensure that these funds are used to support the Placemaking effort; and

WHEREAS, the Governing Body of the City of Neodesha, Kansas, supports the submission of a *Pathways* implementation grant application by the City Administrator.

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

SECTION 1. The Governing Body of the City of Neodesha, Kansas, does hereby authorize Ed Truelove, City Administrator, to apply for implementation grant funding from the *Pathways* initiative to fund a Placemaking initiative at Crowder Park on behalf of the citizens of Neodesha, Kansas.

SECTION 2. The Governing Body of the City of Neodesha, Kansas hereby establishes a Placemaking Policy in relation to *Pathways* funds and commits to:

1. Apply for *Pathways* implementation funds, not to exceed \$48,850 to fund Crowder Park improvements as detailed, above;
2. Provide funding needed to pay for costs for the improvements to Crowder Park beyond the \$48,850 *Pathways* implementation grant and provide in-kind labor, project oversight, and maintenance for the Park improvements;
3. Promote the new amenities at Crowder Park to encourage active living and community pride;
4. Develop a written policy that Crowder Park is a commercial tobacco-free place, and install signage to promote the space being commercial tobacco free, including vaping;
5. Recognize financial contributions provided by Blue Cross and Blue Shield of Kansas through *Pathways to a Healthy Kansas* initiative and acknowledge this financial contribution in signage, social media, written documentation, or other forms of communication regarding the activities;
6. Maintain new or improved local facilities paid for with *Pathways* funds for at least five years after installation;
7. Use the hashtag #BCBSKSPathways in social media promotion relating to this effort; and
8. Complete an Impact Report one year after grant funding is approved to share your impact, successes, challenges and other lessons learned so that BCBSKS continues to improve its work with and support communities throughout the state. The report request will be sent via email and can be completed by logging in to the BCBS portal.

Commissioner Moffatt moved to adopt Resolution 23-21 as presented. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Truelove addressed the Commission regarding the republication of Notice of Public Hearing for the 2024 Budget. Discussion held.

Commissioner Vail-Keller moved to approve republication of the Notice of Hearing, and set the 2024 budget public hearing for September 13, 2023, at 2:00 p.m. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the republication of Notice of Hearing to Exceed Revenue Neutral Rate. Discussion held.

Commissioner Moffatt moved to approve the republication of the Notice of Hearing to Exceed the Revenue Neutral Rate as presented. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Truelove addressed the Commission regarding the reapproval of the Notice of Revenue Neutral Rate Intent. Discussion held.

Commissioner Vail-Keller moved to approve the Notice of Revenue Neutral Rate Intent as presented. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Vail-Keller moved to convene as the Neodesha Land Bank Board to discuss the donation of property at 920 Grant Street. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to approve the donation of property located at 920 Grant Street to USD 461. Seconded by Commissioner Vail-Keller. Motion carried.

Commissioner Vail-Keller moved to adjourn as the Neodesha Land Bank Board and re-convene as the City of Neodesha Governing Body. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding required repairs to a fire truck. The repair was conducted under the emergency clause of the City's Procurement Policy. Discussion held.

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Commissioner Moffatt moved to approve the fire truck repairs by Emergency Apparatus Maintenance, at a cost of \$8,045.12. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Truelove addressed the Commission regarding setting a time and date for a Special Call Commission Meeting to consider an agreement for interim City Administrator. Discussion held.

Commissioner Vail-Keller moved to set a Special Call Commission Meeting for August 28, 2023 at 12:00 p.m., at City Hall. Seconded by Commissioner Moffatt. Motion carried.

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

Commissioner Moffatt moved to accept Tret Bailey's resignation, effective September 8, 2023. Seconded by Commissioner Vail-Keller. Motion carried.

Commissioner Vail-Keller moved to recess to an Executive Session to include the Governing Body, City Administrator, City Clerk, and Fire and Police Chiefs in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session, it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 4:20 p.m. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:07 p.m. Fire Chief Fyfe and Police Chief Tomlinson exited the Executive Session and Electric Superintendent Brandon Hearn joined the Executive Session.

At 4:20 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Moffatt moved to terminate Drew Rising effective immediately. Seconded by Commissioner Vail-Keller. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, September 13, 2023 at 2:00 p.m.

At 4:23 p.m. Commissioner Vail-Keller moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

/s/ Devin Johnson

Devin Johnson, Mayor

ATTEST:

/s/ Stephanie Fyfe

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
August 28, 2023

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Monday, August 28, 2023 at 12:00 p.m., at City Hall, for the following purpose:

1. Executive Session: Non-elected Personnel
2. Consider Options for Interim City Administrator

The Board of Commissioners met in a Special Call Session at 12:00 p.m. in the Commission Room at City Hall on Monday, August 28, 2023 with Mayor Johnson presiding and Commissioners Moffatt and Vail-Keller present. Administrator Truelove was not present for the meeting.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body and City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open-session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 12:30 p.m. Seconded by Commissioner Vail-Keller. Motion carried.

At 12:30 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken.

Discussion was held to consider options for Interim City Administrator.

Commissioner Moffatt moved to continue search for Interim City Administrator. Seconded by Commissioner Vail-Keller. Motion carried.

At 12:33 p.m. Commissioner Vail-Keller moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

/s/ Devin Johnson
Devin Johnson, Mayor

/s/ Stephanie Fyfe
Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 16****9/13/2023**

<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	72663	9/13/2023
A T & T	PHONE CHARGES	462.92	72664	9/13/2023
AETNA	AMBULANCE FEE REFUND	203.19	72665	9/13/2023
AIR & FIRE SYSTEMS INC	FILTER	157.00	72666	9/13/2023
ALCOPRO	TESTING SUPPLIES	1,232.00	72667	9/13/2023
BEACHNER GRAIN INC	WEEDKILLER	295.00	72668	9/13/2023
BORDER STATES INDUSTRIES INC	SUPPLIES	3,323.22	72669	9/13/2023
CALLTOWER	PHONE CHARGES	299.15	72670	9/13/2023
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	671.15	72671	9/13/2023
CASCO INDUSTRIES, INC	PARTS & SUPPLIES	2,295.00	72672	9/13/2023
BERT CHRONISTER	AMBULANCE FEE REFUND	600.00	72673	9/13/2023
CIVIC PLUS LLC	ONLINE CODE HOSTING	2,174.68	72674	9/13/2023
CLEAVER FARM & HOME	SUPPLIES	3,623.39	72675	9/13/2023
CORE & MAIN	SUPPLIES	127.14	72676	9/13/2023
CULLIGAN OF INDEPENDENCE	SEPTEMBER WATER SERVICE	226.42	72677	9/13/2023
D & D AUTO REPAIR & ALIGNMENT	BATTERY	439.90	72678	9/13/2023
EBH & ASSOCIATES	BOUNDRY DESCRIPTION 2023	4,082.00	72679	9/13/2023
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 9/23	50.00	72680	9/13/2023
EMERGENCY APPARATUS MAINTENANC	PUMP TEST & SERVICE	8,045.12	72681	9/13/2023
FREDONIA OUTDOOR EQUIPMENT	SUPPLIES	249.15	72682	9/13/2023
FREDONIA REGIONAL HOSPITAL	MEDICAL SERVICES	45.90	72683	9/13/2023
FREDONIA TRUE VALUE HARDWARE	SUPPLIES	383.22	72684	9/13/2023
G & W FOODS	PROPANE	264.15	72686	9/13/2023
GALLS LLC	UNIFORMS	313.56	72687	9/13/2023
CARL GORTON	AMBULANCE FEE REFUND	128.81	72688	9/13/2023
GT DISTRIBUTORS INC	POLICE EQUIPMENT	6,769.80	72689	9/13/2023
HAWKINS INC	CHEMICALS	4,346.02	72690	9/13/2023
JOSH HUBBELL	UNIFORM REIMBURSEMENT	32.83	72691	9/13/2023
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	309.57	72692	9/13/2023

INDEPENDENCE DAILY REPORTER	YEARLY SUBSCRIPTION RENEWAL	111.95	72693	9/13/2023
INDEPENDENCE READY-MIX INC	CEMENT	399.00	72694	9/13/2023
INDUSTRIAL SALES COMPANY INC	GAS SUPPLIES	2,278.78	72695	9/13/2023
IOWA LEAGUE OF CITIES	CLASSIFIED AD	140.00	72696	9/13/2023
ROBERT JONES	AMBULANCE FEE REFUND	230.30	72697	9/13/2023
KANSAS ONE-CALL SYSTEM, INC	AUGUST LOCATES	58.80	72698	9/13/2023
NKC Tire	TIRES	687.34	72699	9/13/2023
KANSAS DEPT OF HEALTH & ENVIRO	WW PERMIT FEE	185.00	72700	9/13/2023
DOLORES KEENAN	AMBULANCE FEE REFUND	2,210.80	72701	9/13/2023
LAKELAND OFFICE SYSTEMS	OVERAGE STATEMENT	213.16	72702	9/13/2023
LAWSON PRODUCTS	SUPPLIES	886.45	72703	9/13/2023
LOCALITY MEDIA, INC	FIRE/EMS SOFTWARE	7,245.00	72704	9/13/2023
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	1,360.28	72705	9/13/2023
MELS PRINTING	BUSINESS CARDS	38.75	72706	9/13/2023
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	33.00	72707	9/13/2023
MIDWEST COMPUTER SALES	IT SERVICES	294.55	72708	9/13/2023
NATIONAL SIGN COMPANY INC	SPEED LIMIT SIGNS	123.84	72709	9/13/2023
NDB NEODESHA	NOTARY BOND	75.00	72710	9/13/2023
NEODESHA ATHLETIC BOOSTER CLUB	2023/2024 MEMBERSHIP	150.00	72711	9/13/2023
NEODESHA DERRICK NEWS	PUBLICATIONS	1,520.00	72712	9/13/2023
NEW BOSTON CREATIVE GROUP LLC	UPDATE ORDINANCE/WEB HOSTING	407.50	72713	9/13/2023
NEWTON LUMBER CO INC	TOOLS	197.97	72714	9/13/2023
O'REILLY AUTOMOTIVE INC	AUTO SUPPLIES	73.45	72715	9/13/2023
OIL PATCH PUMP & SUPPLY	ELBOW	72.23	72716	9/13/2023
DON OSENBAUGH	CONSULTING SERVICES	25.00	72717	9/13/2023
PATRIOT SERVICE COMPANY	SANITATION UNITS	200.00	72718	9/13/2023
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	3,385.99	72719	9/13/2023
PORTER DRUG STORE	STOCK MEDS FOR AMBULANCE	2,128.89	72720	9/13/2023
QUILL LLC	OFFICE SUPPLIES	203.55	72721	9/13/2023
RODNEY M SCHLEGEL II	PROPERTY DEMOLITION	8,700.00	72722	9/13/2023
ROMANS OUTDOOR POWER	OIL	421.86	72723	9/13/2023
RUGGED STEEL WORKS LLC	DUMPSTERS	5,723.46	72724	9/13/2023
SCHULTE SUPPLY INC	7 FT HOSE	119.98	72725	9/13/2023
SEK GARAGE DOORS	GARAGE DOOR REPAIR	380.00	72726	9/13/2023

SHERWIN WILLIAMS INDEPENDENCE	PAINT THINNER	146.32	72727	9/13/2023
SHILLING ASPHALT, INC	COLD MIX ASPHALT	3,447.60	72728	9/13/2023
SIGN DESIGN	EMBROIDERY	36.00	72729	9/13/2023
SNAP-ON CREDIT LLC	MONTHLY MEMBERSHIP RENEWAL	81.25	72730	9/13/2023
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	4,336.01	72731	9/13/2023
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	190.00	72732	9/13/2023
SYN-TECH SYSTEMS	FUELMASTER MAINT FOR AIRPORT	550.00	72733	9/13/2023
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	143.25	72734	9/13/2023
US CELLULAR	CELL PHONE/TABLET CHARGES	350.50	72735	9/13/2023
WEIS FIRE & SAFETY	FIRE SUPPLIES	309.67	72736	9/13/2023
EVERGY	STREET LIGHTS @ OTTAWA	108.62	72737	9/13/2023
WESTERN AUTO	SUPPLIES	316.65	72738	9/13/2023
WILSON COUNTY REGISTER OF DEED	FAXED COPIES	39.50	72739	9/13/2023
WILSON MEDICAL CENTER	AUGUST TAX DISTRIBUTION	33,296.83	72740	9/13/2023
WPS HEALTH INSURANCE	AMBULANCE FEE REFUND	263.50	72741	9/13/2023
SPARKLIGHT	INTERNET SERVICE	175.73	72526	8/23/2023
EVERGY	AIRPORT RUNWAY LIGHTS	79.67	72527	8/23/2023
SPARKLIGHT	INTERNET SERVICE	190.06	72528	8/23/2023
WL CO REGISTER OF DEEDS	DEED FILING	21.00	72530	8/23/2023
SOUTHERN STAR CENTRAL GP INC	JULY BILLING	25,670.37	72531	8/23/2023
VISA	SUPPLIES AND MEMBER DUES	5,397.02	72532	8/23/2023
RWD #4	AIRPORT RURAL WATER	28.60	72533	8/23/2023
LAUREL STREET BAKERY	KMIT SUPERVISOR TRAINING	79.80	72534	8/23/2023
CONSTELLATION NEWENERGY	JULY BILLING	73,785.04	72648	8/31/2023
SPARKLIGHT	INTERNET SERVICE	124.17	72649	8/31/2023
US CELLULAR	TABLET CHARGES	51.57	72650	8/31/2023
WL CO REGISTER OF DEEDS	DEED FILING	21.00	72651	8/31/2023
US POST OFFICE	AUGUST BILLING	351.71	72652	8/31/2023
TOTAL FUNDS		231,618.13		

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2024

The governing body of

Neodesha

will meet on September 13, 2023 at 2:00 p.m. at 1407 N 8th Street, Neodesha KS for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at City Hall and will be available at this hearing.

BUDGET SUMMARY

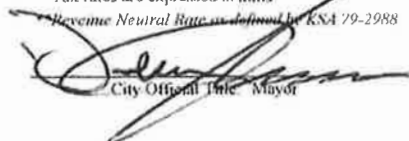
Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2022		Current Year Estimate for 2023		Proposed Budget Year for 2024		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	2,991,871	53.872	3,814,800	44.230	4,580,490	565,762	55.253
Debt Service							
Library	89,881	8.219	112,000	8.038	105,000	89,797	8.770
Economic Development	56,532	3.257	115,000	3.185	85,000	58,552	5.718
Special Highway	72,000		72,000		72,000		
201 Special Parks							
204 Swim Pool Bond	97,351		48,816		59,099		
206 WMC Bond Pmt	81,525		81,500				
207 Tort Liability							
700 Gas Fund	2,906,731		3,189,500		5,091,240		
701 Water Fund	850,713		983,700		1,007,200		
702 Electric Fund	4,747,947		4,967,000		4,999,460		
703 Sewer Fund	499,929		772,500		737,980		
704 Solid Waste Fund	220,797		174,000		282,510		
706 Storm Water	40,690		96,500		47,500		
214 Infrastructure Tax	138,580		240,000		400,000		
Non-Budgeted Funds-A	640,907						
Non-Budgeted Funds-B	3,178,287						
Non-Budgeted Funds-C							
Non-Budgeted Funds-D	250,668						
Totals	16,864,409	65.348	14,667,316	55.453	17,467,479	714,111	69.741
Revenue Neutral Rate**							53.072
Less: Transfers	1,020,143		2,395,000		3,075,000		
Net Expenditure	15,844,266		12,272,316		14,392,479		
Total Tax Levied	735,803		625,040		XXXXXXXXXXXXXXXXXX		
Assessed							
Valuation	9,574,021		9,799,510		10,239,474		
Outstanding Indebtedness, January 1.	2021		2022		2023		
G.O. Bonds	9,581,487		7,020,990		9,346,252		
Revenue Bonds	0		0		0		
Other	1,766,000		3,914,400		1,411,058		
Lease Purchase Principal	222,628		679,542		531,497		
Total	11,570,115		11,614,932		11,288,807		

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988


City Official Title: Mayor

CITY OF NEODESHA

RESOLUTION 23-22

A RESOLUTION FOR THE CITY OF NEODESHA, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Neodesha, Kansas was calculated as 53.072 mills by the Wilson County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Neodesha, Kansas will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 13, 2023 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Neodesha, Kansas, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Neodesha, Kansas shall levy a property tax rate exceeding the Revenue Neutral Rate of _____ mills.

This Resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 13th day of September, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CHARTER ORDINANCE NO. 19

A CHARTER ORDINANCE EXEMPTING THE CITY OF NEODESHA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1222, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, AND REPEALING CHARTER ORDINANCE NO. 11 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith.

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

SECTION 1. The City of Neodesha, Kansas, a city of the second class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it, the provisions of K.S.A. 12-1222 which apply to this city but do not apply uniformly to all cities.

SECTION 2. Members and their terms of the City of Neodesha Library Board shall be appointed by the Board of Commissioners.

SECTION 3. The membership of the City of Neodesha Library Board shall consist of the number of members as may be designated from time to time by ordinary ordinance. A minority of members may be non-residents of the City of Neodesha.

SECTION 4. Charter Ordinance 11 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

SECTION 6. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, NOT LESS THAN TWO-THIRDS OF THE MEMBERS-ELECT VOTING IN FAVOR THEREOF, THE 13th DAY OF SEPTEMBER, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

[seal]

Passed: [date]

Published: [date]

Effective: [date]

EXCERPT OF MINUTES

The governing body of the City of Neodesha, Kansas met at City Hall at the usual place in the City on September 13, 2023, at 2:00 p.m., with the Mayor Devin Johnson presiding, and the following members of the governing body present:

Commissioner Moffatt
Commissioner Vail-Keller

and the following members absent:

None

Thereupon, and among other business, there was presented to the governing body, a Charter Ordinance entitled:

A CHARTER ORDINANCE EXEMPTING THE CITY OF NEODESHA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1222 AS THE SAME RELATES TO THE NUMBER OF MEMBERS ON THE CITY LIBRARY BOARD, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, AND REPEALING CHARTER ORDINANCE NO. 11 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

The Charter Ordinance was considered and discussed; and on motion of Commissioner _____, seconded by Commissioner _____, the Charter Ordinance was adopted by a unanimous vote of all members elect of the governing body.

The Charter Ordinance was assigned No. ____ and directed to be signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to cause the publication of the Ordinance twice as set forth therein and required by law.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the September 13, 2023 meeting of the governing body of the City of Neodesha, Kansas.

[seal]

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1791

AN ORDINANCE AMENDING CHAPTER 8, ARTICLE III OF THE CODE OF THE CITY OF NEODESHA, AND INCORPORATING BY REFERENCE THE INTERNATIONAL BUILDING CODE, 2021 EDITION, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS; AND REPEALING OLD CHAPTER 8, ARTICLE III OF THE CODE OF THE CITY OF NEODESHA.

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

Section One: Chapter 8, Article III of the City of Neodesha Code shall be amended to read as follows:

ARTICLE III BUILDING CODE

Sec. 8-62. International Building Code Adopted

The International Building Code, 2021 Edition, including all appendix chapters, is hereby incorporated by reference herein and made a part of this Chapter 8, Article III of the Code of the City of Neodesha, Kansas, save, and except such articles, sections, parts or portions as are hereafter omitted, modified or changed. One official copy of said International Building Code, Edition of 2021, shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1791 with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Sec. 8-63. Reference Codes

- (a) Electrical: Whenever used in the Building Code, the term "ICC Electrical Code" shall be construed to mean the current City of Neodesha Electrical Code or Electric Code currently adopted by the City of Neodesha.
- (b) Fire: Whenever used in the Building Code, the term "International Fire Code" shall be construed to mean the current City of Neodesha Fire Code or existing Fire Codes currently adopted by the City of Neodesha.

Sec. 8-64. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- (a) *Corporation Counsel* means the City Attorney
- (b) *Municipality* means a city having its own incorporated government.

Sec. 8-65. Building Permits. There shall be a charge made for each building permit application as fixed in section 16-8.

Section Two: Old Chapter 8, Article III of the Code of the City of Neodesha is hereby repealed.

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13th day of September, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1792

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS ADOPTING AND INCORPORATING BY REFERENCE THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

Section One: Chapter 8 of the City of Neodesha Code is amended by adding Article VIII to read as follows:

ARTICLE VIII RESIDENTIAL CODE

Sec. 8-444. International Residential Code Adopted

The International Residential Code, 2021 Edition, including all appendix chapters, is hereby incorporated by reference herein and made a part of this Chapter 8, Article VIII of the Code of the City of Neodesha, Kansas. One official copy of said International Residential Code, Edition of 2021, shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1792" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Sec. 8-445 – 8-454 Reserved.

Section Two: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13th day of September, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1793

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS ADOPTING AND INCORPORATING BY REFERENCE THE INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

Section One: Chapter 8 of the City of Neodesha Code is amended by adding Article IX to read as follows:

ARTICLE IX EXISTING BUILDING CODE

Sec. 8-455. International Existing Building Code Adopted

The International Existing Building Code, 2021 Edition, including all appendix chapters, is hereby incorporated by reference herein and made a part of this Chapter 8, Article IX of the Code of the City of Neodesha, Kansas. One official copy of said International Existing Building Code, Edition of 2021, shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1793" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Sec. 8-456 – 8-465 Reserved.

Section Two: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13th day of September, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1794

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE II, SECTION 18-33, OF THE CODE OF THE CITY OF NEODESHA, AND INCORPORATING BY REFERENCE THE INTERNATIONAL FIRE CODE, 2021 EDITION AND REPEALING OLD CHAPTER 18, ARTICLE II, SECTION 18-33 OF THE CODE OF THE CITY OF NEODESHA.

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

Section One: Chapter 18, Article II, of the City of Neodesha Code shall be amended to read as follows:

Sec. 18-33. International Fire Code Adopted

The International Fire Code, 2021 Edition, including all appendix chapters, is hereby incorporated by reference herein and made a part of this Chapter 18, Article II of the Code of the City of Neodesha, Kansas. One official copy of said International Fire Code, Edition of 2021, shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1794" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section Two: Old Chapter 18, Article II, Section 18-33, of the Code of the City of Neodesha is hereby repealed.

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13th day of September, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1795

AN ORDINANCE REGULATING THE PARKING OF RECREATIONAL VEHICLES, TRAVEL TRAILERS, MOTOR HOMES AND CAMPERS WITHIN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

WHEREAS, the Governing Body has determined the need to establish a policy to regulate the parking of recreational vehicles used as sleeping and/or extended duration living quarters within the City of Neodesha; now therefore

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

Section 1. Chapter 34 of the City of Neodesha Code is hereby amended by adding Article IV to reads as follows:

ARTICLE IV. – PARKING OF RECREATIONAL VEHICLES

Section 34-52. – PURPOSE AND POLICY.

The purpose of this section is to regulate the parking of recreational vehicles used as extended living accommodations and/or sleeping accommodations, to discourage permanent or long-term use of recreational vehicles for living or sleeping accommodations and to encourage the overnight parking of such recreational vehicles in designated areas within the city limits.

Section 34-53. - DEFINITIONS.

For purposes of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them:

- (a) **Person** means any individual, firm, partnership, association, corporation or trust.
- (b) **Recreational Vehicle (RV)** means any vehicle used for recreational purposes which contain sleeping facilities and are designed for short or long-term living accommodations. The term recreational vehicle shall include but shall not be limited to motor homes, travel trailers, truck campers, camping trailers, converted buses, houseboats or other similar units.
- (c) **Recreational Vehicle Park** means any area owned by the city or by one or more persons in which spaces are rented for parking of recreational vehicles and which complies with state law, and state and city traffic laws and ordinances.

Section 34-54. – RECREATIONAL VEHICLE REGULATIONS.

Except as otherwise provided herein, it shall be unlawful to park or place any recreational vehicle which is in use as sleeping or living accommodations within the city unless said recreational vehicle is located in a recreational vehicle park. This section shall not apply to the parking of recreational vehicles that are not in use as sleeping or living accommodations purposes. State law and city ordinances pertaining to vehicle parking shall apply to all recreational vehicle parking the same as any other vehicle parked within the city.

Section 34-55. - EXEMPTIONS.

- (a) Unless otherwise prohibited, recreational vehicles used for sleeping and/or living accommodations may be parked on city streets in front of and adjacent to a permanent residence or upon such permanent residents' private property when the owner or the operator of the recreational vehicle is visiting the owner or occupant of the residence for a period not to exceed 14 days. The owner or operator of the recreational vehicle so parked shall, upon the request of a law enforcement officer or other authorized city representative, provide verification that such owner or operator of the recreational vehicle is a guest of the owner or occupant of the permanent residence. Such evidence can be in the form of written or verbal authorization received directly from the owner or occupant of the permanent residence.
- (b) For the purposes of workforce development, or community growth, the City Administrator shall be authorized to issue a \$35 per month temporary permit to park a single recreational vehicle on a residential lot for a period up to 6 months if the following conditions are met:
 - 1. The property owner by deed is the applicant;
 - 2. The residential lot provides access to all city water and electric prior to issuance of the permit;
 - 3. The recreational vehicle is self-contained;

4. Placement of the recreational vehicle conforms to all setback requirements provided for in the City of Neodesha Zoning Code.

Section 34-56. – UTILITIES; HOOKUPS; CONNECTIONS.

No electrical or water connections shall be made by the recreational vehicle owner or operator to any outlet other than to an outlet metered for and with the consent of the owner or occupant of the permanent residence and only if there are no delinquent electrical charges associated with said permanent residence. Such electrical or water connections, if made, shall not exceed the 14-day period as provided in Section 34-55(a), unless the visitor has obtained a permit as provided in Section 34-57. Under no circumstances shall there be any sewer connections made by the owner or occupant of the recreational vehicle with any sewer access within the city except that provided within a designated and lawful recreational vehicle park. The dumping of waste from recreational vehicles on public or private land except at a designated RV dump is expressly prohibited.

Section 34-57. – PERMITS; SHORT-TERM VISITORS.

Vacation trailers and motor homes may be used by visitors of residents and shall be allowed on the residents' property for a period of time not to exceed 14 days in any consecutive six-month period. The stay may be extended by two weeks for a \$50 fee; not to exceed 60 days total in any 12-month period. (This is a \$50 fee for every two-week period.)

Section 34-58. – INSPECTIONS.

The City Administrator or his or her designee, in his or her discretion, may schedule an on-site inspection of a recreational vehicle to assure compliance with all current regulations.

Section 34-59. – PENALTY.

Any person, firm or corporation violating any of the provisions of this section, or failing to comply therewith, shall be subject to a fine not to exceed \$300. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense.

Section 2. EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13th day of September, 2023.

Devin Johnson, Mayor

ATTEST:

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1796

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS ESTABLISHING A MINIMUM HOUSING CODE AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. Chapter 8 of the City of Neodesha Code is amended by adding Article X to read as follows:

ARTICLE X. – MINIMUM HOUSING CODE

Sec. 8-466. – Title.

This article shall be known as the "Minimum Standard for Housing and Premises Code," and will be referred to herein as "this housing code."

Sec. 8-467. – General.

Buildings used in whole or in part as a home or residence of a single-family or person and every building used in whole or in part as a home or residence of two or more persons or families living in separate apartments and all premises, either residential or nonresidential, shall conform to the requirements of this housing code.

Sec. 8-468. – Declaration of policy.

The governing body declares the purpose of this housing code is to protect, preserve, and promote the physical and mental health of the people, investigate and control communicable diseases, regulate privately and publicly-owned structures or dwellings, and all premises for the purpose of sanitation and public health, general appearance, and protect the safety of the people and promote the general welfare by legislation which shall be applicable to all dwellings, structures and premises now in existence or hereafter constructed or developed and which legislation:

- (a) Establishes minimum standards for basic equipment and facilities for light, ventilation and heating, for safety from fire, for the use and location and amount of space for human occupancy, and for safe and sanitary maintenance;
- (b) Establishes standards concerning unsightly and blighted buildings and premises, both residential and nonresidential structures;
- (c) Determines the responsibilities of owners, operators and occupants;
- (d) Provides for the administration and enforcement thereof.

Sec. 8-469. – Definitions.

- (a) The following definitions shall apply to the enforcement of this housing code:

Basement means a portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground.

Cellar means a portion of a building located partly or wholly underground, and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Dwelling means any building which is wholly or partly used or intended to be used for living or sleeping by human occupants, provided that temporary housing hereinafter defined shall not be regarded as a dwelling.

Dwelling unit means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or intended to be used for living, sleeping, cooking and eating.

Garbage means any accumulation of animal, fruit or vegetable waste matter that attends the preparation of, use of, cooking of, delivering of, or storage of meats, fish, fowl, fruit or vegetable.

Habitable dwelling means any structure or part thereof that shall be used as a home or place of abode by one or more persons.

Habitable room means a room designed to be used for living, sleeping, eating or cooking purposes, excluding bathrooms, toilet rooms, closets, halls and storage places, or other similar places, not used by persons for extended periods.

Infestation means the presence, within or around a dwelling, of insects, rodents, or other pests.

Multiple-dwelling means any dwelling containing more than two dwelling units.

Occupant means any person, over one year of age, living, sleeping, cooking, or eating in, or having actual possession of, a dwelling unit or rooming unit.

Operator means any person who has charge, care, owns, or has control of a premise or of a building or structure or part thereof, in which dwelling units or rooming units are let.

Owner means any person, firm, or corporation, who jointly or severally along with others, shall be in actual possession of, or have charge, care and control of any structure or dwelling unit or premises within the city as owner, employee, or agent of the owner, or as trustee or guardian of the estate or person of the title holder, and such person shall be deemed and taken to be the owner or owner of such property within the true intent and meaning of this housing code and shall be bound to comply with the provisions of this article to the same extent as the record owner and notice to any such person shall be deemed and taken to be a good and sufficient notice as if such person was actually the record owner or owner of such property.

Plumbing means and includes all of the following supplied facilities and equipment: gas or fuel pipes, gas or fuel burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catchbasins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer, gas or fuel lines.

Premises means any lot or land area, either residential or nonresidential, not covered by a structure and which is subject to a city tax in part or in whole.

Public officer means the city administrator or his designee.

Refuse means and includes garbage and trash.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rooming house means any dwelling, or that part of a dwelling containing one or more rooming units in which space is let by the owner or operator to three or more persons who are not husband and wife, son or daughter, mother or father, or sister or brother of the owner or operator.

Structure means anything constructed or erected on the ground or attached to something having a location on the ground.

Supplied means paid for, furnished, or provided by or under the control of, the owner or operator.

Temporary housing means any tent, trailer, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, house or building or another structure, or to any utilities system on the same premises for more than 30 consecutive days, except when located in a mobile home court duly licensed under laws of the city.

Trash (combustible) means waste consisting of papers, cartons, boxes, barrels, wood and excelsior, tree branches, yard trimmings, wood furniture, bedding and leaves, or any other combustible materials.

Trash (noncombustible) means waste consisting of metals, tin cans, glass, crockery, other mineral refuse and ashes and street rubbish and sweepings, dirt, sand, concrete scrap, or any other noncombustible material.

(b) Whenever the terms "dwelling," "dwelling unit," "rooming house," "rooming unit," and "premises" are used in this article, they shall be construed as though they were followed by the words "or any part thereof."

Sec. 8-470. – Duty of occupant or owner of occupied or unoccupied building and its premises or vacant premises.

(a) It shall be the duty of the owner of every occupied or unoccupied dwelling, building and premises or vacant premise, including all yards, lawns and courts to keep such property clean and free from any accumulation of filth, rubbish, garbage, or any similar matter as covered by sections 8-451 and 8-452.

(b) It shall be the duty of each occupant of a dwelling unit to keep in clean condition the portion of the property which he occupies and of which he has exclusive control, to comply with the rules and regulations, to place all garbage and refuse in proper containers. Where care of the premise is not the responsibility of the occupant then the owner is responsible for violations of this housing code applicable to the premises.

(c) If receptacles are not provided by the owner, then the occupant shall provide receptacles as may be necessary to contain all garbage and trash.

(d) Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises, and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the unit primarily infested.

(e) Notwithstanding the foregoing provisions of this section, whenever infestation is caused by failure of the owner to maintain a dwelling in a vermin proof or reasonable insect-proof condition, extermination shall be the responsibility of the owner and operator.

(f) Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

Sec. 8-471. – Regulations for the use and occupancy of dwellings.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements. The following requirements are hereby declared essential to the health and safety of the occupants of such dwelling or dwelling unit:

(a) Attached garages or non-dwelling areas. All non-dwelling occupancies shall be separated from the dwelling unit by a fire-resistant wall and if the dwelling and garage are covered by a common or connecting roof, then the ceiling also must have a fire resistance rating of not less than one hour as defined in the building code.

(b) Basement or cellar. The basement or cellar of any dwelling shall be reasonably dry and ventilated and shall be kept free from rubbish accumulation.

(c) Basement dwelling units. The use of basements or cellars for dwelling units is prohibited unless they comply with subsection (18) of this section governing ventilation; provided, however, if occupied at the time of the passage of this housing code and if it complies with all other provisions of this housing code, the public officer may approve less than the required windows, if in his opinion, the window area is not detrimental to the occupants.

(d) Bathing facilities. Every dwelling unit shall contain within a room which affords privacy to a person in the room, a bathtub or shower in good working condition and properly connected to an approved water and sewer system.

(e) Boardinghouses and rooming houses. No room shall be used for sleeping purposes unless the ceiling height is at least seven feet and there are at least 400 cubic feet of air space for each occupant over six years of age. For sleeping rooms with sloping ceilings, the ceiling height shall be at least seven feet over at least 50 percent of the floor area.

(1) Bathing facilities shall be provided in the form of a tub or shower for each eight occupants. Separate facilities shall be provided for each sex and plainly marked.

(2) A flush water closet shall be provided for each six occupants and shall be separated with the separate access from bathing facilities if more than four occupants are served by each. Separate facilities shall be provided for each sex and shall be plainly marked.

(f) Drainage. All courts, yards or other areas on the premises of any dwelling shall be so graded and drained that there is no pooling of the water thereon. Properly constructed wading and swimming pools and fish ponds are excepted from this section.

(g) Entrances.

(a) There shall be for each dwelling unit a normally used separate access either to a hallway, stairway, or street, which is safe and in good repair.

(b) A secondary exit to the ground shall be available in case of fire through windows, porch roofs, ladders or any combination that is free of hazard or egress.

(h) Floor area. Every dwelling unit shall contain at least 150 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof. The floor space shall be calculated on the basis of total habitable room area, inside measurements. No floor space shall be included in determining habitable room area over which the ceiling is less than seven feet above the floor for the purpose of this subsection.

(i) Garbage and trash receptacles. Every dwelling and every dwelling unit shall be provided with such receptacles, not exceeding 32-gallon capacity, as may be necessary to contain all garbage and trash and such receptacles shall at all times be maintained in good repair.

(j) Heating. Every dwelling and every dwelling unit shall be so constructed, insulated, and maintained and be provided by owner or occupant with heating units so that it is capable of reaching an air temperature of 70 degrees Fahrenheit under ordinary winter conditions. The chimney of the dwelling or dwelling unit shall be maintained in good order, and the owner of the approved heating equipment shall maintain it in good order and repair.

(k) Kitchen sink. In every dwelling unit containing two or more rooms, there shall be at least one kitchen sink with public water under pressure and connected to the public sewer, or if that sewer system is not available, to a sewage disposal system approved by the city health department.

(l) Lavatory facilities. Every dwelling unit shall contain within its walls a lavatory basin in good working condition and properly connected to an approved water and sewer system and located in the same room as the required flush water closet or as near to the room as practicable.

(m) Lighting. Every habitable room shall have a ceiling electric outlet and a duplex outlet in wall or floor, or at least two wall or floor outlets.

(n) Lighting of toilets and bathrooms. Every toilet and every bathroom in every dwelling shall have at least one electric light in either the ceiling or on the wall.

(o) Plumbing. All plumbing, water closets and other plumbing fixtures in every dwelling or dwelling unit shall be maintained in good working order.

(p) Privies. All pit privies, privy vaults, dry hopper sewer-connected privies and frost-proof closets are hereby declared to be a public nuisance.

(q) Toilet facilities. There shall be at least one flush water closet in good working condition for each dwelling unit, which flush water closet shall be located within the dwelling and in a room which affords privacy.

(r) Ventilation. Every habitable room in a dwelling or dwelling unit shall contain a window openable directly to the outside air and the total area of such window shall be not less than five percent of the floor area of such room. An approved system of mechanical ventilation or air conditioning may be used in lieu of openable windows. Such system shall be capable of providing not less than four air changes per hour, except that in toilet compartments such system shall provide a complete air change every five minutes and be automatically put in operation when the toilet compartment light is in the "on" position.

(s) Water heating facilities. Every dwelling shall have supplied water heating facilities which are installed in an approved manner and are maintained and operated in a safe and good working condition and are properly connected with the hot water lines to the kitchen sink, lavatory and bathtub or shower.

(t) Windows and doors. Every window and exterior door shall be reasonably weather-tight, lockable, and rodent-proof and shall be kept in good working condition and good repair.

Sec. 8-472. – Maintenance and repair; dwellings.

Every dwelling and every part thereof shall be maintained in good repair by the owner or agent and be fit for human habitation. The roof shall be maintained so as not to leak and all rainwater shall be drained therefrom so as not to cause dampness in the walls or ceilings. All floors, stairways, doors, porches, windows, skylights, chimneys, toilets, sinks, walls, and ceilings shall be kept in good repair and usable condition.

Sec. 8-473. – Designation of unfit dwellings.

The designation of dwellings or dwelling units as unfit for human habitation and placarding of such unfit dwellings or dwelling units shall be carried out in compliance with the following requirements:

- (a) The public officer may determine, or five citizens may petition in writing, that any dwelling unit is unfit for human use or habitation if he finds that conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents of the neighborhood, or which shall have a blighting influence on properties in the area.
- (b) Such conditions may include the following, without limitation:
 - (1) Defects therein increasing the hazards of fire, accident, or other calamities.
 - (2) Lack of:
 - (A) Adequate ventilation.
 - (B) Light.
 - (C) Cleanliness.
 - (D) Sanitary facilities.
 - (3) Dilapidation.
 - (4) Disrepair.
 - (5) Structural defects.
 - (6) Overcrowding.
 - (7) Inadequate ingress and egress.
 - (8) Unsightly appearance that constitute a blight to the adjoining property, the neighborhood or the city.
 - (9) Air pollution.
- (c) Placarding; order to vacate. Any dwelling or dwelling unit condemned as unfit for human habitation, and so designated and placarded by the public officer shall be vacated within a reasonable time as so ordered.
- (d) Notice of violation. Procedures as outlined in section 8-455 are applicable hereto.
- (e) Compliance required before re-occupancy. No dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from, and such placard is removed by the public officer.
 - (1) The public officer shall remove such placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated.
 - (2) It shall be unlawful for anyone to let, lease, occupy or permit the occupancy, whether for a consideration or not, of any dwelling so posted and any violation of this provision shall constitute a public offense within the meaning of this housing code.

- (3) It shall be unlawful for any person to deface or remove the placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such, except the public officer as herein provided, and any violation of this provision shall constitute a public offense within the meaning of this housing code.

Sec. 8-474. – Designation of blighted premises (residential and nonresidential).

The designation of unsightly and blighted premises and elimination thereof shall be carried out in compliance with the following requirements:

(a) The public officer may determine, or five citizens may petition in writing, that if the appearance of a premise is not commensurate with the character of the properties in the neighborhood or otherwise constitutes a blight to the adjoining property or the neighborhood or the city for such reasons as, but not limited to:

- (1) Dead trees or other unsightly natural growth.
- (2) Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof; vermin infestation, inadequate drainage.
- (3) Violation of any other law or regulations relating to the use of land and the use and occupancy of the buildings and improvements.

(2) Notice of violation. Procedures as outlined in section 8-455 are applicable hereto.

Sec. 8-475. – Designation of blighted buildings and premises (nonresidential).

(a) Certain blighted conditions covered in sections 8-451 and 8-452 concerning buildings and premises which are on the tax roll of the city are applicable to all nonresidential buildings and premises.

(b) Notice of violation. Procedures of notification shall follow those prescribed in section 8-455.

Sec. 8-476. – Inspection of buildings and structures, and premises.

(a) For the purpose of determining compliance with the provisions of this housing code, the public officer or his authorized representative is hereby authorized to make inspections to determine the condition, use, and occupancy of dwellings, dwelling units, rooming units, and the premises upon which the same are located. This requirement is applicable to existing dwellings or buildings.

(b) The public officer is not limited by the conditions in subsection (a) of this section where new construction or vacant premises are involved and may make such inspections at any appropriate time.

(c) The owner, operator, and occupant of every dwelling, dwelling unit, and rooming unit shall give the public officer, or his authorized representative, during reasonable hours, free access to such dwelling, dwelling unit, and rooming unit, and its premises, for the purpose of such inspection, examination and survey after identification by proper credentials.

(d) Every occupant of a dwelling shall give the owner thereof, or his authorized agent or employee, access to any part of such dwelling, or its premises, at all reasonable times, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this housing code or with any rule or regulation adopted and promulgated, or any order issued pursuant to the provisions of this housing code.

Sec. 8-477. – Notice of violations; procedures.

(a) Informal discussion. Whenever the public officer or his authorized representative determines that there has been a violation of any provision of this housing code, the public officer will arrange with the alleged violator for an informal discussion of violations, and whether repair and correction is justified.

(b) Formal hearing. If a satisfactory solution to the violations, either by correction, demolition or removal, is not forthcoming, then a legal notice of a formal hearing will be issued according to the following procedures:

- (1) Shall be in writing.
- (2) Shall list the violations alleged to exist or to have been committed.
- (3) Shall provide a reasonable time, but not less than 30 days in any event for the correction of the violations particularized.
- (4) Shall be addressed to and served upon the owner of the property, the operator of the dwelling, and the occupant of the dwelling unit or the rooming unit concerned, if the occupant is or may be responsible for violation.
- (5) If one or more persons whom the notice is addressed cannot be found or served after diligent effort to do so, service may be made upon such person or persons by posting a notice in a conspicuous place in or about the dwelling affected by the notice, in which event the public officer or his authorized representative shall include in the record a statement as to why such posting was necessary.

- (6) Delivery shall be by certified mail, return receipt requested, or by personal service. If service is made by certified mail, the public officer or his authorized representative shall include in the record a verified statement giving details regarding the mailing.

Sec. 8-478. – Enforcing officer; authority.

For the purpose of protecting the city against unsightly or blighted premises, also the health, welfare, and safety of the inhabitants of dwellings or dwelling units, the enforcing officer referred heretofore is hereby authorized, with the consent and prior knowledge of the governing body, to enforce provisions of this code and of other laws which regulate or set standards affecting buildings and premises.

Sec. 8-479. – Governing body; authority.

The governing body is hereby authorized:

- (a) To informally review all alleged violations as provided in section 8-455(a) prior to notification prescribed in section 8-455(b).
- (b) To take action as prescribed in section 8-455(b).
- (c) To hear appeals where there is opposition to any order, requirement, decision or determination by the public officer in enforcement of this housing code as outlined in section 8-461.
- (d) Discretionary authority may be exercised in specific cases where variance from the terms of the housing code as:
 - (1) Will not adversely affect the public health, safety or welfare of inhabitants of the city.
 - (2) Is in harmony with the spirit of this housing code.
 - (3) Where literal enforcement of the housing code will result in unnecessary hardship.

Sec. 8-480. – Order to correct and/or repair, remove or demolish.

At the time of the placarding and order to vacate specified by section 8-451(c), the public officer shall also issue and cause to be served upon the owner a notice advising of the option of removal or demolition in lieu of correction and/or repair following the procedures as outlined in section 8-455.

Sec. 8-481. – Demolition by enforcing officer; procedure and costs.

- (a) Failure to comply with the order under section 8-458 for the alteration or improvement of such structure, the public officer, with the consent and prior knowledge of the governing body, may cause such condemned structure to be removed or demolished and the premises improved to eliminate the conditions outlined in section 8-452.
- (b) The cost of demolition by the enforcing officer shall be a lien upon the property upon which the cost was incurred and such lien, including as a part thereof an allowance of his costs and necessary attorney's fees, may be foreclosed in judicial proceedings in the manner provided or authorized by law for loans secured by liens on real property or shall be assessed as a special assessment upon the lot or parcel of land on which the structure was located and the city clerk at the time of certifying other city taxes, shall certify the unpaid portion of the aforesaid costs and the county clerk shall extend the same on the tax rolls against the lot or parcel of land.
- (c) If the structure is removed or demolished by the enforcing officer he shall offer for bids and sell the structure or the materials of such structure. The proceeds of such sale shall be credited against the cost of the removal or demolition and, if there is any balance remaining, it shall be paid to the parties entitled thereto after deduction of costs or judicial proceedings, if any, including the necessary attorney's fees incurred therein, as determined by the court, if involved.

Sec. 8-482. – Conflict of laws; effect or partial invalidity.

- (a) Conflicts between the provisions of this housing code and with a provision of any zoning, building, fire, safety, or health ordinance or code of the city, existing on the effective date of this article, the provision shall prevail which establishes the higher standard.
- (b) Conflicts between this article with a provision of any other ordinance or code of the city existing on the effective date of the ordinance from which this article is derived which establishes a lower standard, the provisions of this article shall be deemed to prevail and such other laws or codes are hereby declared to be repealed to the extent that they may be found in conflict with this housing code.

Sec. 8-483. – Governing body; appeals.

- (a) Any person, firm, or corporation considering themselves aggrieved by the decision of the public officer and who desires to present a formal protest to the governing body shall in writing, request a hearing before the governing body within

ten days after receiving notice of the decision from the enforcing officer, as provided in section 8-455(b). Such protest and request for a hearing shall be filed with the office of the city clerk.

(b) Upon receipt of a protest and request for a hearing, the city clerk shall notify in writing the governing body of such appeal.

(c) The governing body shall, within 30 days of receipt of protest and request for a hearing, determine a date for the hearing.

(d) Notice of the date for the hearing shall be sent to the appellant at least ten days before the hearing.

(e) Except where an immediate hazard exists as described in section 8-341, the filing of a protest and request for a hearing before the governing body as specified in subsection (a) of this section shall operate as a stay of the enforcement of the public officer's order until such time as the governing body has reached a decision on the matter.

Sec. 8-484. – Right of petition.

After exhausting the remedy provided in section 8-461, any person aggrieved by an order issued by the public officer and approved by the governing body after a hearing on the matter, may within 30 days from the date which the order became final petition the district court of the county in which the property is located to restrain the public officer from carrying out the provisions of the order.

Sec. 8-485 – 8-504 Reserved.

Section 2. All ordinances or parts of ordinances in conflict herewith are repealed.

Section 3. This Ordinance shall be in force and take effect from and after its adoption and publication once in the official newspaper of the City.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13th day of September, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



September 7, 2023

Mr. Ed Truelove
City Administrator
City of Neodesha
1407 N 8th
Neodesha, KS 66757

Reference: AGREEMENT for Neodesha Entry Sign
Neodesha, Kansas
PEC Project No. 39-237012-001-2005

Dear Mr. Truelove:

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to City of Neodesha ("Client") in connection with the referenced Project, and in accordance with this letter agreement ("Agreement"). The services to be performed by PEC ("the Services") are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the "Work Product"). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wilson County Kansas District Court, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Thirty-First Judicial District, Fredonia, Wilson County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Mr. Ed Truelove
City of Neodesha
Neodesha Entry Sign
September 7, 2023
Page 5

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Once received, a copy of the Agreement will be executed and returned.

NLS:sjc

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____, Signatory

Printed Name: Ryan Glessner, PE

Title: VP Civil Municipal and W/WW Engineering

Date: 9/7/2023

ACCEPTED:

CITY OF NEODESHA

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description.

1. The Neodesha Gateway Sign Design (Project) shall consist of Concept design and construction Document design for a new gateway monument based on a concept developed.
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the design duration to complete construction documents will be approximately 2 months after receiving Notice to Proceed.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

C. Project Deliverables.

1. This Project Deliverables shall consist of the following sealed by an Engineer or Landscape Architect licensed in the State of Kansas where applicable:
 - a) Design Development and Plans
 - 1) 100% submittals
 - b) Construction Documents, Plans and Book Specifications
 - 1) 60% and 90% submittals
 - c) Permit/100% Construction Document Plans and Book Specifications

D. Scope of Services:

1. General Scope Items for Structural, Electrical and Landscape Architecture:
 - a) All drawings produced by PEC will be sealed by an Engineer and/or Landscape Architect licensed in the State of Kansas.
 - b) Conduct one pre-design site visit to assess existing conditions.
 - c) Attend up to two design meetings with CLIENT.
 - d) Coordinate with the State of Kansas for KDOT permitting and submission.
 - e) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
 - f) Review shop drawings for systems and elements designed by PEC. Review period will be 10 business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
 - g) Respond to RFIs generated by the contracting team. Response will be provided in 5 days after received by PEC office unless other terms are agreed to by PEC and CLIENT.

- h) Provide Engineer's opinion of probable construction cost.
- i) Attend up to two construction observation site visits with written punch list. PEC shall be notified one week prior by the CLIENT of an upcoming construction observation site visit.

2. Signage Design Services including:

- a) Prepare conceptual renderings and design for up to two signage configuration options. Renders will be in Perspective View.
- b) Coordination with CLIENT, design team, and Authority Having Jurisdiction staff.
- c) A Geometry Plan will be prepared for the site to identify the limits of proposed improvement and project stake-out coordinates.
- d) A Grading Plan establishing spot elevations for positive drainage away from the proposed improvements.
- e) Prepare details and elevations for signage, including footing design.
- f) Design lighting requirements for illumination of sign.

E. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Survey of project location.
- 2. Geotechnical report.
- 3. Provide plan changes to PEC design team with adequate time to revise the documents or the submitted items and notify PEC that said changes are coming with description of changes to help design team expedite the necessary adjustments.
- 4. Utility requirements for all equipment specified and/or provided by the Owner or other Contractors.
- 5. Progress prints and meeting minutes for coordination between disciplines.
- 6. Minutes of meetings concerning this project.
- 7. Project design schedule and modifications to the design schedule made during project design.
- 8. Schedule of values from contractor.
- 9. Monthly construction schedule as provided by the contractor during the construction period.
- 10. Change order summary during the design and construction phase services.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Production of record drawings, as-builts, or release of electronic files.
- 2. Meetings in excess of the number above will be performed on an hourly basis.
- 3. Design of utilities to the PROJECT site.
- 4. Analysis of existing utility systems.

5. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
6. Bidding Services.
7. Platting and/or Zoning change processes.
8. Easement abandonments and dedications.
9. Construction Testing and Inspection, Construction Staking.
10. Alternate designs not specifically listed in the Scope of Services.

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Plan review and permit fees.
3. Environmental assessments/clearances.
4. Franchise Utility Design.
5. Outside consultants.
6. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

H. PEC's Fees & Reimbursable Expenses:

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will on a lump sum basis in the amount of \$11,200, plus reimbursable expenses.

Discipline	Design
Landscape Architecture	\$ 7,200.00
Structural	\$ 1,500.00
Electrical	\$ 2,500.00
Totals	\$11,200.00

3. Reimbursable Expenses shall include digital scanning and printing by outside firms and permit/application/filing fees.
4. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

HEALY LAW OFFICES, LLC

TELEPHONE: (417) 864-7018

Email: penny@healylawoffices.com

3010 EAST BATTLEFIELD, SUITE A
SPRINGFIELD, MISSOURI 65804

July 27, 2023

Ed Truelove
City Administrator
1407 N. 8th
P.O. Box 336
Neodesha, KS 66757

RE: *Fee Agreement with City of Neodesha, KS*

Dear Mr. Truelove:

The purpose of this letter is to confirm, based on our recent conversations, our agreement for our firm to represent the City of Neodesha, KS in the matter described below.

The City of Neodesha, KS (hereinafter known as Client) hereby requests the legal services of Healy Law Offices, LLC (hereinafter known as Attorneys) for representation and consultation regarding drafting of city ordinances, applicable standards, permitting processes and contracts for pole and small cell attachments, and contracts for right of way fiber installations, as well as franchise agreements between the City of Neodesha, KS and various cable, telecommunications and broadband providers, and other matters as directed. Attorneys will provide those legal services reasonably required to represent Client in this matter and will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

Client agrees to pay by the hour at Attorneys' prevailing rates for all time spent on Client's matter by Attorneys' legal personnel. Drafting and responding to telephone calls, email and other correspondence will be billed according to the time devoted to the task, at a minimum of .25 of one hour. Current hourly rates for legal personnel are as follows:

Time is charged in units of .25 of an hour

Lawyer	\$325/hour
Legal Assistants	\$100/hour

The legal personnel assigned to Client's matter will confer among themselves about the matter, as required and appropriate. When they do confer, each person may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each

may charge for the time spent. Attorneys will charge their hourly rates for waiting time in court and elsewhere and for travel time, both local and out of town.

Attorneys will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include mileage, transportation, meals and hotel costs, research expenses, consultants' fees, expert witness, professional, court reporter, mediator, arbitrator and/or special master fees and other similar items. Except for mileage, which will be charged at the applicable United States' Internal Revenue Service standard mileage rate, all costs and expenses will be charged at Attorney's cost.

To aid in the preparation or presentation of Client's case, it will likely be necessary to hire expert witnesses, consultants, or investigators. Attorneys will select, in consultation with Client, any expert witnesses, consultants or investigators to be hired and Client will be informed of persons chosen and their charges. Client authorizes Attorneys to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in Attorneys' judgment.

Attorneys will send Client monthly statements for fees and costs incurred. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. Any balance that is due that is not paid in full within fifteen days after the issuance of such statement shall incur an interest charge of 9% annually.

Client may discharge Attorneys at any time. Attorneys may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Attorneys' advice on a material matter or any fact or circumstance that would render Attorneys' continuing representation unlawful or unethical. When Attorneys' services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorneys will, upon Client's request, deliver Client's file and property in Attorneys' possession whether or not Client has paid for all services. Attorneys shall retain a copy of the documents for a period of five years after the closing of the file. Client acknowledges that the duplicate file retained by Attorneys is the sole property of Attorneys and may be destroyed after five years without further notice to Client. Client understands that to the limited extent Attorneys have paid out of pocket expenses for items which have not yet been reimbursed by Client, Attorneys may be reimbursed for that particular expense before releasing the item(s).

Nothing in this agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorneys make no such promises or guarantees, and any comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorneys shall not be a guarantee. Actual fees may vary from estimates given.

This Fee Agreement pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which Client seeks representation by Attorneys. Any other matter will require a separate Fee Agreement.

We greatly appreciate the opportunity to represent you in this matter and look forward to working with you.

Sincerely,



Penny Speake

AGREED:

HEALY LAW OFFICES, LLC

By: _____
Douglas L. Healy, Member

Date: _____

CITY OF NEODESHA, KS

By: _____
Devin Johnson, Mayor

Date: _____

QUOTATION AND CONTRACT

Page 1 of 4



PB HOIDALE CO., INC.
WICHITA OFFICE
3725 W Harry
Wichita, KS 67213

No. 1170664
Phone: (620) 275-7403
email: lorenzo@hoidale.com
Sales Rep: Lorenzo Davis

Proposal Submitted to:

Date: 08/14/23

City of Neodesha
1407 N 8th St
Neodesha, KS 66757-1234

Job Location: Neodesha Airport
RR 2, Hwy 75 NE
Neodesha, KS 66757

QUOTATION SUMMARY

AMOUNT

Equipment, See "Equipment List"	\$ 12,983.45
Installation, See "Scope of Work"	\$ 1,457.00
Incoming Freight on Major Equipment	\$ 125.00
	=====
TOTAL	\$ 14,565.45

PLEASE SHOW OUR QUOTE NO. ON YOUR P.O.

ALL PRICES LISTED ARE CASH PRICES. WE DO NOT ACCEPT CREDIT CARD PAYMENTS ON CONTRACTS

We propose to furnish material and/or labor as listed above for the sum of \$ **14,565.45** , plus any applicable taxes. Prices are subject to change without prior notice and are subject to price in effect at time of delivery. Any alteration or deviation from the above specifications involving extra cost will become an extra charged over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Any work involving extra charges will not be performed until an agreement is reached regarding the extra charges. This proposal is void 15 days from the above date.

NAME: Steve Dixon
TITLE: President

SIGNATURE: Stephen E Dixon

CUSTOMER ACCEPTANCE

The prices, specifications, terms and conditions of this QUOTATION & CONTRACT are satisfactory and are hereby accepted. You are authorized to provide the equipment and/or do the work as specified. **Customer acknowledges and agrees to the payment terms listed above. Payments made later than the terms listed will incur late payment charges of 1-1/2% per month or 18% per annum. Rock, water or other unforeseen underground obstructions to be at additional customer expense. Customer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in the tank excavations. THE TERMS AND CONDITIONS SET OUT IN THE REMAINDER OF THIS PROPOSAL ARE A PART OF THIS CONTRACT AND HAVE THE SAME FORCE AND EFFECT AS IF SET ON ITS FACE. Buyer's Initials Required.**

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

11QF810

QUOTATION AND CONTRACT

Page 2 of 4

Hoidale

PB HOIDALE CO., INC.
WICHITA OFFICE
3725 W Harry
Wichita, KS 67213

No. 1170664
Phone: (620) 275-7403
email: lorenzo@hoidale.com
Sales Rep: Lorenzo Davis

Proposal Submitted to:

Date: 08/14/23

City of Neodesha
1407 N 8th St
Neodesha, KS 66757-1234

Job Location: Neodesha Airport
RR 2, Hwy 75 NE
Neodesha, KS 66757

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
-----------------	--------------------

1	Syntech FMLive upgrade with Basic Platform software, project management, platform build, and database construction Miscellaneous installation materials
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EQUIPMENT LIST TOTAL

=====

\$ 12,983.45
PLUS FREIGHT

INITIALS OF BUYER _____

QUOTATION AND CONTRACT

Page 3 of 4



PB HOIDALE CO., INC.
WICHITA OFFICE
3725 W Harry
Wichita, KS 67213

No. 1170664
Phone: (620) 275-7403
email: lorenzo@hoidale.com
Sales Rep: Lorenzo Davis

Proposal Submitted to:

Date: 08/14/23

City of Neodesha
1407 N 8th St
Neodesha, KS 66757-1234

Job Location: Neodesha Airport
RR 2, Hwy 75 NE
Neodesha, KS 66757

SCOPE OF WORK

BY HOIDALE

- 1 Contact customer and Fuelmaster to schedule project and inform of down times.
- 2 Remove existing Fuelmaster control head unit.
- 3 Install new FMLive control head unit and bring online.
- 4 Contact Fuelmaster for database download.
- 5 Confirm proper operation.
- 6 Complete all required paperwork.

BY CUSTOMER

- 1 All existing Fuelmaster equipment, dispensers pedestal, electrical, etc. to be reused.
- 2 All existing equipment to be operational and compatible. Any work desired or required to fluid handling equipment will require the use of written change order signed by both parties prior to any work being performed.
- 3 Any additional work not listed in the above Scope of Work will require the use of a written Change Order to be signed by both parties prior to the start of the additional work.

SCOPE OF WORK TOTAL

=====
\$ 1,457.00

INITIALS OF BUYER _____

QUOTATION AND CONTRACT

ACCEPTANCE - This proposal, when accepted by the Buyer within the said period set out in this agreement, will constitute a bonafide contract between the Buyer and P. B. Hoidale Co., Inc., the Seller, subject to all terms and conditions to follow and to the approval of the Seller. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this contract. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.

ACCEPTANCE BY MAIL - Acceptance by mail shall be effective as an acceptance only when actually received by the Seller.

FOB PLACE OF MANUFACTURE - Unless otherwise stated in this contract, prices are FOB place of manufacture. Unless otherwise stated, the freight rate in existence at the date of this contract shall apply, but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

EXTRA CHARGES - The Buyer may order changes in the work or the installation of additional equipment and the contract sum shall be increased accordingly. **ALL SUCH ORDERS AND INCREASES SHALL BE IN WRITING**, and the Buyer shall consent in writing to the extra charges before the Seller shall begin any changes or additional work.

RELATED WORK - Labor, materials and outside services for electrical, blacktop, water and sewer work, etc., are not included in contract unless specified. Anchors, foundations and cathodic protection are not included in this contract unless specified. Concrete slab must be protected from traffic - if concrete slab is placed and furnished under this contract, the Seller is not responsible for the slab if not protected from traffic by the Buyer for 14 days.

DELIVERY - Delivery promises are contingent upon fires, strikes, accidents, lockouts, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or from other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result there from. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense.

DELAYS - Due to the increasing cost of labor and materials, any delay of progress, not directly under the Seller's direct control and not due to causes not within the control of the parties, will result in an additional charge to the Buyer.

TERMS - Terms are net 10 days from date of invoice unless otherwise specified. Delivery to our warehouse for purposes of convenience or coordination shall be considered "Delivery" for billing purposes.

a) Progress payments may be required - The Seller may require progress payments, covering the materials and/or labor, based upon the percentage of the contract completed. The Buyer will be sent an invoice that must be paid as specified or with 10 days.

b) Failure to pay progress payments when due - In the event the Buyer fails to pay any progress payments within the terms specified, The Seller may, with written notice to the Buyer, suspend work. After 5 days, the Seller may terminate the contract or exercise any other rights it may have without incurring any liability whatsoever to the Buyer. Such rights include, but are not limited to, recovery from the Buyer payment for work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery.

c) Interest - The Seller reserves the right to charge the Buyer 1-1/2% per month on past due balances. This represents an annual rate of 18%.

d) Attorney's fees payable - The Buyer agrees to pay the Seller reasonable attorney's fees and court costs if the account is sent to an attorney for collection.

GRANT OF SECURITY INTEREST - Buyer grants to Seller a purchase money security interest in all property sold to Buyer pursuant to this Contract to secure all indebtedness of Buyer to Seller under this Contract.

INSTALLATION - It is understood that the Buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be held responsible for any delays caused by the Buyer's failure to so provide access. The Seller shall furnish the necessary materials and perform all work for the installation of said equipment. The Seller shall install the equipment at the location to be designated by the Buyer on the job site. The installation shall be performed by the Seller in the Seller's customary manner in accordance with it's normal procedures. It is understood that the Buyer has submitted no specifications regarding the manner of the performance of the agreement, unless otherwise specifically stated in this contract.

a) Excavating - Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, running sand, concrete foundations, poles, manholes, or similar non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and to complete the excavation, such work shall be the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer.

b) Floating Tank Clause - The Buyer will be responsible for filling all underground storage tanks with products for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast. In the event tank is not filled as requested, the Buyer accepts responsibility for equipment, labor and materials to reinstall floated tank. If product is not available, tanks shall be filled with water. There is an additional charge for the water and then removing the water when installation is complete.

PERMITS - Unless otherwise stated, no provision is made in the contract for special fees, permits, licenses, etc. If Seller is required to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.

DEFAULT BY SELLER - If the Seller defaults, neglects or fails to perform any provision of the contract, the Buyer may, without prejudice to any other remedy it may have, after 30 days written notice to the Seller, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Seller. The Buyer may finish the work specified in this contract by whatever method Buyer may deem expedient. If the unpaid balance of the contract exceeds the cost of finishing the work, such excess shall be paid to the Seller, but if such expense exceeds the unpaid balance, the Seller shall pay the difference to the Buyer in full satisfaction of all claims for liquidating damages. Seller assumes no responsibility for, nor shall it be obligated to pay, claims for consequential damages.

WARRANTY - THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS OF PURPOSE AND ANY AND ALL OTHER REPRESENTATIONS TO THE BUYER EXCEPT AS FOLLOWS: if the installation is supplied by the Seller, the Seller warrants the installation for a period of one year from date of completion. Seller warrants the installation to be free of defects in material and workmanship under normal use and service, the Seller's obligation under this warranty being limited to repair or replacement, as it may elect.

a) The Seller must be promptly notified of any circumstances involving warranty and must be permitted to perform corrective measures, utilizing the Seller's own personnel. The Seller will not accept any invoice or charges for any work performed during the warranty period by others.

b) Buyer acknowledges that Seller is not a manufacturer of the goods covered by this contract. Manufacturers warranties on said goods shall extend to Buyer as authorized by the manufacturers or as provided by law. Buyer expressly agrees and understands that Seller shall have no obligation or liability under such manufacturer's warranty or for failure of any manufacturer to honor the warranty. Except for the foregoing installation warranty, **SELLER MAKES NO EXPRESSED WARRANTIES OF ANY KIND, EXCEPT AS TO BUYERS WHO ARE INDIVIDUALS. SELLER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

LIMITATION OF LIABILITY - Buyer agrees that Seller and the original manufacturer of products sold by Seller to Buyer shall not be liable for any special, indirect, incidental, or consequential damages of any type, including, but not limited to, damages related to damage to the ground, ground water, underground or environment, loss of product, cleanup costs, loss of profit or sales, or any other expense resulting from the nonconforming or defective condition of any products or any system purchased by the Buyer.

Seller shall also not be liable for interruption of business, downtime costs, increased operating costs, or claims of Buyer's customers for any of the foregoing types of damages.

INDEMNITY AGREEMENT - Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for (a) bodily injury and property damage arising out of the work undertaken by the Seller, its employees, agents or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workman's Compensation Insurance and (b) alleged or actual infringement of any letters of patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions or technical information of data furnished by the Buyer.

TITLE AND RISK OF LOSS - Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products/equipment to the FOB point. Title to and the right to possess each item of equipment are and shall remain vested in the Seller until the Buyer pays the entire purchase price. In the event the Buyer does not promptly pay the purchase price according to the terms hereof, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory, as the Seller may determine or in the event the Buyer fails to perform any condition or obligation, the Seller may at its election, demand immediate payment in cash before making delivery, suspend delivery and terminate this contract, or mature the entire unpaid portion of the purchase price, in each event without notice and without any liability whatsoever to the Buyer. The Buyer's bankruptcy, receivership or failure to pay any amount when due shall, at the option of the Seller, mature the entire unpaid portion of the purchase price without notice and the Seller may declare this contract terminated, enter the premises, and retake possession of said property, whereupon all payments made by the Buyer will be forfeited as liquidated damages, rentals and costs.

TAXES - Taxes are not included in this contract. No Federal, State or Local taxes are included in this contract unless specifically so stated and will be extra, if applicable.

STATE LAW APPLIES - All of the provisions hereof and any resulting order are to be governed and construed according to the laws of the State of Kansas.

LIEN RIGHTS - To protect all parties, a mechanic's lien will be automatically filed where payment is not received according to the terms stated in the contract.

ERRORS - Stenographic, clerical and mathematical errors made by the Seller in quotation, acknowledgments or invoices are subject to correction. Claims for shortages, defective goods, errors and allowance must be made within 10 days from the date of invoice.

ASSIGNABILITY - This contract shall not be assigned by either of the parties hereto without the prior written consent of the other party.

RETURNED GOODS - No goods may be returned without Seller's written authorization. If such authorization is given, unless otherwise noted in the authorization, transportation charges must be prepaid by Buyer. Risk of loss for returned goods shall pass to Seller upon receipt of the goods by Seller. All goods authorized for return are subject to Seller's inspection and acceptance and to a restocking charge equal to the rate charged by the manufacturer to Seller, or at least fifteen percent. Merchandise must be returned within ten days of Buyer's receipt of written authorization and must be accompanied by a writing that identifies the invoice number and date.

INITIALS OF BUYER _____

3QF0512



Thomasson Company
P.O. Box 490
Philadelphia, MS 39350
1-800-647-6260 Fax: 601-656-6317

INVOICE

Bill To: 15314
Neodesha Light & Power
PO Box 336
Neodesha, KS 66757

Ship To:
Neodesha Light & Power
2788 OTTAWA RD
BRANDON-620-205-7721
Neodesha, KS 66757

Order #	59155-00
Page #	1
FOB	DELIVERED
Yard	310
Via	Boom Truck
Terms	Net 30
Sales Rep	37
D Entered	06/29/23
A Picked	08/15/23
T Shipped	08/15/23
E Invoiced	08/15/23
S Printed	08/15/23

Customer PO 7901

Instructions

Ln#	Product And Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
1	040301560 4-30' SYP .60 CCA ET	15	0	15	EA	234.00	EA	3510.00
2	040401560 4-40' SYP .60 CCA ET .60 CCA ET BROWN TREATED SYP BOOM REA/M-20 FRAMED WQC INSPECTION MILES 630 BOL# M-12860 BRANDON-620-205-7721	24	0	24	EA	375.00	EA	9000.00

2 Lines Total	Total Cubes	708.30	Qty Shipped Total	39	Total	12510.00
					Invoice Total	12510.00

P.O. #7901
Blt

All claims must be made within 5 days from receipt of shipment or they cannot be considered. Please note and read the limited Warranty / Disclaimer of warranties and service charge statement posted on the reverse side of this form.

To access your safety data information, please go to www.thomassoncompany.com, click on Customer Tool Kit and click on Safety Data Sheets.

Cash Discount 0.00 If Paid By 08/15/23

Customer Copy

Page 1 of 1

LIMITED WARRANTY / DISCLAIMER OF WARRANTIES

Thomasson Company ("Vendor") warrants that poles are produced in accordance with applicable A WPA and ANSI specifications. Should any pole be found unserviceable within one year due to not having met such applicable specifications, Vendor will, at Vendor's option, either refund the full purchase price or provide a new pole. After this period and up to 11 years after delivery, any claims will be prorated. Proof of purchase, brand, and butt tag are required to make and to substantiate a claim. Vendor assumes no responsibility for any other incidental or consequential loss or expense over and above the original purchase price of the pole.

REGARDLESS OF THE PRODUCT SOLD BY VENDOR, THE LIMITED WARRANTY DESCRIBED IN THE PRECEDING PARAGRAPH IS IN LIEU OF AND AT THE EXCLUSION OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY VENDOR.

SERVICE CHARGE ON UNPAID BALANCES

A SERVICE CHARGE OF TWO PERCENT (2%) per month on any unpaid balance will be assessed on all past due accounts. Should this rate exceed the maximum rate that is lawful under the circumstances, the maximum rate shall apply. Customer agrees to pay reasonable attorney's fees and all other incurred costs of collection.