

Agenda
City Commission of the City of Neodesha, KS
May 28, 2025 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
- Civic Organization Reports
- Mayor's Report
- Commissioner's Reports
- City Administrator's Comments
- Community Development Director Report
- Financial Reports Distributed

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 May 13, 2025 Special Call Minutes
- Approval of May 14, 2025 Minutes
- Appropriation (2025) 09

Item 4: Business Items to Consider

- A. Ordinance: Amend Operations of Special Purpose Vehicles
- B. Approve Bid for Paving / Sealing
- C. Discussion: Purchase of 48ft Bucket Truck
- D. P & Z: Board Appointment

Item 5: Date/Time of Next Regular Meeting

Wednesday, June 11, 2025 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
May 28, 2025

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: Ordinance: Amend Operations of Special Purpose Vehicles

This ordinance amends the previous UTV regulation that restricted the use of these vehicles on 8th Street. It removes that limitation, allowing UTVs to operate on 8th Street.

RECOMMENDED MOTION: *I move to adopt Ordinance 1819 as presented.*

4.B: Approve Bid for Paving/Sealing

These bids were tabled from the 5/14/2025 meeting.

RECOMMENDED MOTION: *I move to approve the bid from Hull Paving in the amount not to exceed \$65,750 dollars.*

Or

I move to approve the bid from Encore Pavement in the amount not to exceed \$107,500.00 dollars.

4.C: Discussion: Purchase of 48ft Bucket Truck

Brandon has encountered several issues with the truck purchased in late 2023. One of the more recent problems is its inability to reach the heights required for the Kwikom project. The new truck will not fully replace the 2023 vehicle, which will continue to be used as a service and daily-use truck.

Brandon will be present to assist with any questions you might have.

RECOMMENDED MOTION: *I move to authorize the City Administrator to pursue the purchase of a new 48ft Bucket truck in the amount not to exceed \$280,000 dollars.*

4.D: P & Z: Board Appointment

Connie Shiverdecker has expressed interest in serving on the Planning and Zoning Board. The board recommends appointing her to fill the current vacant seat.

RECOMMENDED MOTION: *I move to appoint Connie Shiverdecker to the Planning & Zoning Commission with a term ending date of December 31, 2026.*

APPROPRIATIONS REPORT**ORDINANCE NO 9****5/28/2025**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
AT & T	FIBER OPTIC SYSTEM	599.50	75648	5/28/2025
AT & T	PHONE CHARGES	600.43	75649	5/28/2025
ACRISURE MIDWEST TRUST	GUN RANGE LIABILITY INS	2,066.18	75650	5/28/2025
ALTEC INDUSTRIES INC	DIRT TARPS	693.71	75651	5/28/2025
BLESSED BLOSSOMS	SYMPATHY PLANTS	125.00	75652	5/28/2025
BORDER STATES INDUSTRIES INC	ELECTRIC SUPPLIES	495.15	75653	5/28/2025
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,230.84	75654	5/28/2025
CINTAS	FIRST AID SUPPLIES	482.90	75655	5/28/2025
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 6/25	50.00	75656	5/28/2025
FED EX	SHIPPING CHARGES	33.10	75657	5/28/2025
FIREX-MARMIC FIRE & SAFETY CO	FIRE EXTINGUISHER INSPECTION	3,602.07	75658	5/28/2025
FLEET FUELS	DEF	1,209.95	75659	5/28/2025
HAWKINS INC	CHEMICALS	406.35	75660	5/28/2025
HICKMAN ENVIRONMENTAL SERVICES	SERVICE CALL	971.50	75661	5/28/2025
HUGO'S INDUSTRIAL SUPPLY, INC	SUPPLIES	174.58	75662	5/28/2025
JARRED, GILMORE & PHILLIPS, PA	FINAL AUDIT BILLING	9,400.00	75663	5/28/2025
TOMMY JOHN	CLEANING SERVICES	200.00	75664	5/28/2025
LEASE FINANCE SERVICES	COPIER LEASE	435.21	75665	5/28/2025
LAKELAND OFFICE SYSTEMS LLC	COPIER MAINTENANCE	313.27	75666	5/28/2025
LEAGUE OF KS MUNICIPALITIES	2025 CO MANUAL/FUNDMNTLS VIRTUAL	126.13	75667	5/28/2025
LITTLE BEAR TIRE	TIRE REPAIR	90.00	75668	5/28/2025
MIDWEST COMPUTER SALES	IT SERVICES	124.95	75669	5/28/2025
NATIONAL CHILD SAFETY COUNCIL	SUPPLIES	160.92	75670	5/28/2025
PALFINGER USA LLC	SUPPLIES	6,313.97	75671	5/28/2025
PITNEY BOWES	POSTAGE MACHINE LEASE	769.38	75672	5/28/2025
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	453.00	75673	5/28/2025
PRIORITY POWER	MAY BILLING	1,000.00	75674	5/28/2025
QUALITY MOTORS	AUTO PARTS	655.92	75675	5/28/2025

RANSON FINANCIAL GROUP LLC	ARPA GRANT ADMIN FEES	1,875.00	75676	5/28/2025
RURAL WATER DISTRICT 4	AIRPORT RURAL WATER	50.73	75677	5/28/2025
SEK READY MIX INC	CONCRETE	6,040.00	75678	5/28/2025
SUNBELT SOLOMON SERVICES, LLC	PHASE 1 POLEMOUNT	1,074.43	75679	5/28/2025
SOUTHERN STAR CENTRAL GP INC	APRIL BILLING	29,145.84	75680	5/28/2025
FIRST RESPONDER OUTFITTERS INC	UNIFORMS	522.66	75681	5/28/2025
SPARKLIGHT	INTERNET SERVICE	205.59	75682	5/28/2025
SPARKLIGHT	INTERNET SERVICE	244.16	75683	5/28/2025
SPARKLIGHT	INTERNET SERVICE	99.70	75684	5/28/2025
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	788.18	75685	5/28/2025
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	97.85	75686	5/28/2025
TASC	CLAIM CARD/ADMIN FEES	515.64	75687	5/28/2025
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	516.64	75688	5/28/2025
TRI-VALLEY DEVELOPMENTAL	DOCUMENT DESTRUCTION	108.00	75689	5/28/2025
UNIFIRST CORPORATION	RUG/CLEANING SUPPLIES	184.88	75690	5/28/2025
US CELLULAR	GAS CHARTING	52.47	75691	5/28/2025
WILSON COUNTY CITIZEN	YEARLY SUBSCRIPTION RENEWAL	41.00	75692	5/28/2025
WILSON MEDICAL CENTER	MEDICAL SERVICES	1,440.00	75693	5/28/2025
CONSTELLATION NEWENERGY	FEBRUARY BILLING	81,149.04	75341	4/2/2025
A T & T	PHONE CHARGES	599.50	75342	4/2/2025
SPARKLIGHT	INTERNET SERVICE	238.63	75343	4/2/2025
SPARKLIGHT	INTERNET SERVICE	180.73	75344	4/2/2025
BARCO PRODUCTS LLC	ROUND RECEPTACLES	3,718.81	75345	4/2/2025
WEX BANK	FUEL	6,473.95	75346	4/2/2025
EVERGY	AIRPORT RUNWAY LIGHTS	303.02	75347	4/2/2025
CASH	EMPLOYEE BIRTHDAYS	40.00	75348	4/2/2025
US CELLULAR	GAS CHARTING	52.47	75349	4/2/2025
BANK OF COMMERCE	RETIREMENT GIFT CARD	500.00	75417	4/29/2025
EVERGY	STREETLIGHTS @ OTTAWA	110.33	75418	4/29/2025
WICHITA STATE UNIVERSITY	WSU CITY/COUNTY MGMT SUMMIT 25	150.00	75419	4/29/2025
GRIFFITH DEVELOPMENT	SIDEWALK REIMBURSEMENT	3,500.00	75420	4/29/2025
RURAL WATER DISTRICT 4	AIRPORT RURAL WATER	30.73	75422	4/29/2025
VISA	TRAINING,SUPPLIES,MEMBER DUES	14,245.04	75423	4/29/2025

AUSTIN BALLARD	LABOR FOR MOWING	650.00	75424	4/29/2025
AT & T	FIBER OPTIC SYSTEM	599.50	75425	4/29/2025
CONSTELLATION NEWENERGY	MARCH BILLING	61,282.61	75426	4/29/2025
SOUTHERN STAR CENTRAL GP INC	MARCH BILLING	33,584.64	75427	4/29/2025
ADVANCE INSURANCE CO	MAY PREMIUMS	519.38	75428	4/29/2025
US CELLULAR	GAS CHARTING	52.47	75429	4/29/2025
NPL CONSTRUCTION CO	GAS LINE PROJECT CLOSE OUT	228,058.00	75543	4/29/2025
SPARKLIGHT	INTERNET SERVICE	238.63	75544	4/29/2025
WEX BANK	FUEL	7,944.86	75545	4/29/2025
EVERGY	AIRPORT RUNWAY LIGHTS	210.69	75546	4/29/2025

****TOTAL****

520,219.81

ACH ELECTRIC ENERGY STATEMENTS BILLED May 2025

KMEA - SPA Hyrdro Project	April 2025 Service	3,656.00
KMEA - GRDA Power Supply Project	June 2025 Service	103,717.00
KMEA - Energy Mgmt Project No 3	April 2025 Service	107,764.00

TOTAL ACH Electric Energy Statements

215,137.00



Two Rivers. No Limits

1407 N. 8th St. • P O Box 336 • Neodesha, Kansas 66757

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
May 12, 2025

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Tuesday, May 13, 2025 at 12:00 p.m., at City Hall, 1407 N. 8th St, for the following purpose:

1. Worksession: 2026 Budget

The Board of Commissioners met in a Special Call Session at 12:00 p.m. at City Hall, 1407 N 8th Street, on Tuesday, May 13, 2025, with Mayor Johnson presiding and Commissioner Banzet present.

Administrator Jones addressed the Commission regarding preliminary numbers for the 2026 Budget. Discussion held. No action taken.

At 1:03 p.m. Commissioner Banzet moved to adjourn. Seconded by Mayor Johnson. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, May 14, 2025, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioner Banzet present.

Commissioner Banzet moved to approve the agenda as presented. Seconded by Mayor Johnson. Motion carried.

Civic organization reports were invited and heard.

Commission reports were heard.

City Administrator comments were heard.

Community Development Director reports were heard.

Financial reports were distributed.

Public Comments were invited and heard.

Commissioner Banzet moved to approve the consent agenda as presented consisting of minutes from the April 23, 2025 meeting; and Appropriation (2025) 08. Seconded by Mayor Johnson. Motion carried.

Mayor Johnson read a proclamation designating the week of May 11 – 17, 2025 as National Police Week, and to further recognize May 15, 2025 as Peace Officers' Memorial Day. A special thanks was given to Chief Sam Tomlinson and the Neodesha Police Department for their dedication and service to our community.

Mayor Johnson handed a proclamation to Commissioner Banzet, former Fire Chief, to read designating the week of May 18 – 24, 2025 as Emergency Medical Services Week: We care. For Everyone. A special thanks was given to the Neodesha Fire/EMS Department for their dedication and service to our community.

Administrator Jones addressed the Commission regarding an ordinance which addresses changes to the City's utility rules and regulations policy. Discussion held.

Commissioner Banzet moved to table this item to a future meeting. Seconded by Mayor Johnson. Motion carried.

Administrator Jones addressed the Commission regarding bids received for a paving and sealing project within the City. Discussion held.

Commissioner Banzet moved to table this item to the May 28, 2025 meeting. Seconded by Mayor Johnson. Motion carried.

Administrator Jones addressed the Commission regarding an agreement with INA Alert for an additional security camera to be placed on the water tower. Discussion held.

Commissioner Banzet moved to approve the purchase agreement with INA Alert for an amount not to exceed \$3,246.76 per year for the next five years. Seconded by Mayor Johnson. Motion carried.

Administrator Jones addressed the Commission regarding an individual that is interested in purchasing property located at 4303 US Hwy 75 from the Neodesha Land Bank.

Commissioner Banzet moved to convene as the Neodesha Land Bank Board to discuss the sale of property. Seconded Mayor Johnson. Motion carried. Dale McDaniel was present to discuss his plans for this particular property. No action taken.

Commissioner Banzet moved to adjourn as the Neodesha Land Bank Board and re-convene as the City of Neodesha Governing Body. Seconded by Mayor Johnson. Motion carried.

Administrator Jones addressed the Commission regarding setting a date and time for a Special Call Meeting to discuss individuals that have applied for the vacant Commissioner position. Discussion held.

Commissioner Banzet moved to set a Special Call Meeting for Wednesday, May 28, 2025, for the purpose of discussing applicants for the open Commission seat. Seconded by Mayor Johnson. Motion carried.

Commissioner Banzet moved to recess to an Executive Session to include the Governing Body, City Administrator, Chief of Police, and the City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session, it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 3:15 p.m. Seconded by Mayor Johnson. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 3:15 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.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, May 28, 2025, at 2:00 p.m.

At 3:15 p.m. Commissioner Banzet moved to adjourn. Seconded by Mayor Johnson. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1819

AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 34 OF THE CODE OF ORDINANCES OF THE CITY OF NEODESHA, KANSAS, AUTHORIZING THE OPERATION OF WORK-SITE UTILITY VEHICLES, MICRO UTILITY TRUCKS, AND GOLF CARTS ON THE STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA; PROHIBITING THE OPERATION OF ALL-TERRAIN VEHICLES AND POCKET BIKES; PROVIDING FOR RELATED MATTERS, INCLUDING PENALTIES FOR VIOLATION THEREOF; AND, PROVIDING FOR THE REPEAL OF ORDINANCE 1786, OLD ARTICLE III OF CHAPTER 34, AND SECTION 114.2, 114.4 AND 114.5 OF THE STANDARD TRAFFIC ORDINANCE, AS ADOPTED BY ORDINANCE NO. 1771.

Be it Ordained by the Governing Body of the City of Neodesha, Kansas:

Section 1. Article III of Chapter 34 of the Code of Ordinances of the City of Neodesha, Kansas is hereby amended to reads as follows:

ARTICLE III. – OPERATION OF SPECIAL PURPOSE VEHICLES; AND PENALTIES

Section 34-40. - DEFINITIONS.

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

- (a) **All-Terrain Vehicle** means any motorized nonhighway vehicle, other than an electric-assisted bicycle, 55 inches or less in width measured from the outside of one tire rim to the outside of the other tire rim, having a dry weight of 1,500 pounds or less, and traveling on three or more nonhighway tires.
- (b) **City** means the City of Neodesha, Kansas.
- (c) **Golf Cart** means a motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.
- (d) **Micro-Utility Truck** means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab. Micro-utility truck does not include a work-site utility vehicle or recreational off-highway vehicle.
- (e) **Motor vehicle** means every vehicle, other than a motorized bicycle, electric-assisted bicycle or a motorized wheelchair, that is self-propelled.
- (f) **Pocket Bike** shall be defined as every device having two tandem wheels, or three wheels, which may be propelled by a gasoline engine and which the headlights are lower than 24 inches, its tailpipe is lower than 15 inches, and no vehicle identification number is located on the vehicle nor can ownership of the vehicle be registered.
- (g) **Public Highway** means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.
- (h) **Recreational Off-Highway Vehicle** means any motor vehicle not greater than 75 inches in width measured from the outside of one tire rim to the outside of the other tire rim, having a dry weight of 3,500 pounds or less, traveling on four or more nonhighway tires.
- (i) **Special Purpose Vehicle** means golf carts, micro utility trucks, and work-site utility vehicles.
- (j) **Taxing Entity** means any division of local government created by or pursuant to state statute and operated for public purposes.
- (k) **Vehicle** means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, excepting electric personal assistive mobility devices or devices moved by human power or used exclusively upon stationary rails or tracks.
- (l) **Work-Site Utility Vehicle** means any motor vehicle which is not less than 48 inches in width, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more nonhighway tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials. Work-site utility vehicle does not include a micro utility truck or recreational off-highway vehicle.

Section 34-41. - OPERATION OF GOLF CARTS.

- (a) Golf carts may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city; provided, however, that no golf cart may be operated upon any public highway, street, road and alley with a posted speed limit in excess

of 30 miles per hour. No golf cart shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a golf cart from crossing a federal or state highway or a street or highway with a posted speed limit greater than 30 miles per hour.

- (b) No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise, unless equipped with:
 - 1. Lights as required for motorcycles by Sections 183 through 188 of the 2022 Standard Traffic Ordinance, and amendments thereto; and
 - 2. A properly mounted slow-moving vehicle emblem as required by K.S.A. 8-1717, and amendments thereto.
- (c) Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

Section 34-42. - OPERATION OF MICRO-UTILITY TRUCKS.

- (a) Micro utility trucks may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city.
- (b) No micro utility truck shall be operated on any public highway, street, road or alley, unless such truck complies with the equipment requirements under Article 17 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto. No micro utility truck shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a micro utility truck from crossing a federal or state highway.
- (c) Every person operating a micro utility truck on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

Section 34-43. - OPERATION OF WORK-SITE UTILITY VEHICLES.

- (a) Work-site utility vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city.
- (b) No work-site utility vehicle shall be operated on any public highway, street, road or alley before sunrise or after sunset unless such vehicle is equipped with lights as required by law for motorcycles. No work-site utility vehicle shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a work-site utility vehicle from crossing a federal or state highway.
- (c) Every person operating a work-site utility vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

Section 34-44. – PROHIBITION OF OPERATION OF ALL-TERRAIN VEHICLES, AND POCKET BIKES.

The operation of all-terrain vehicles and pocket bikes on the streets, roads and alleys within the corporate limits of the City of Neodesha, Kansas is prohibited.

Section 34-45. – DISPLAY OF SLOW-MOVING VEHICLE EMBLEM.

- (a) It shall be illegal to operate a special purpose vehicle on any public highway, street, road or alley within the corporate limits of the City unless such vehicle displays a slow-moving vehicle emblem on the rear of the vehicle.
- (b) For the purpose of this section, slow moving vehicle emblem has the same meaning as contained in K.S.A. 8-1717, and amendments thereto.
- (c) The slow-moving vehicle emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.

Section 34-46. – SAME; AGE RESTRICTION; VALID DRIVER’S LICENSE REQUIRED; PENALTY.

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

Section 34-47. – SAME; INSURANCE REQUIRED; PENALTY.

- (a) When operated upon the public highways, streets, roads and alleys within the corporate limits of the city every owner of a special purpose vehicle shall provide liability coverage in accordance with Section 200 of the 2022 Standard Traffic Ordinance, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.
- (b) All provisions of Section 200 of the 2022 Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect, including penalty provisions, shall be applicable to all owners and operators of special purpose vehicles.

Section 34-48. – SAME; REGISTRATION AND LICENSE; FEE; APPLICATION; INSPECTION; PENALTY.

- (a) Before operating any special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city and each calendar year thereafter, the vehicle shall be registered with the city and a license shall be obtained and placed on the special purpose vehicle. The license fee shall be as established in Section 16-34, payable in advance to the City Clerk, Neodesha, Kansas. The full amount of the license fee shall be required regardless of the time of year that the application is made.
- (b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, in the office of the Chief of Police. The application shall be made upon forms provided by the City and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if applicable). Proof of insurance, as required in Section 34-47 shall be furnished at the time of application for registration.
- (c) Prior to the issuance of the registration and license, each applicant for special purpose vehicle license shall first present such vehicle for an official inspection. The inspection shall verify that the special purpose vehicle has sufficient brakes, and has been equipped with head lights, tail and brake lights, turn signal equipment, rear view mirror, and a slow-moving vehicle sign emplaced on the rear of the vehicle.
- (d) If, upon inspection and completion of the registration application, such vehicle is found to be in safe mechanical condition, and upon establishing proof of insurance and payment of the fees herein provided, a license shall be issued to the owner who shall attach it to the vehicle. The license shall be displayed in such a manner as to be clearly visible from the rear of the vehicle. The license number on the application will be recorded and then filed in the police department.
- (e) The license issued hereunder is not transferrable. In the event of sale or other transfer of ownership of any special purpose vehicle licensed under the provisions of this section, the existing license and the right to use the numbered license shall expire, and the license shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.
- (f) In the event a license is lost or destroyed, the City Clerk, upon proper showing by the licensee and the payment as established in Section 16-34, shall issue a new license in accordance with the provisions of this section.
- (g) It shall be unlawful for any person to:
 1. Operate, or for the owner thereof knowingly to permit the operation, upon a public street, road, highway, or alley within the corporate limits of the city any special purpose vehicle, as defined herein, which is not registered and which does not have attached thereto and displayed thereon the license assigned thereto by the City for the current registration year.
 2. Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal that is fictitious or has been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$100 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.
 3. Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
 4. Remove, conceal, alter, mark or deface the license number plate, plates or decals, or any other mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
 5. Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.

Section 34-49. – SAME; PENALTY.

Unless specifically provided for herein, a violation of this Ordinance shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201, 2022 Standard Traffic Ordinance, and amendments thereto, or such other similar provision as the city may then have in effect.

Section 34-50. – REVOCATION OF PERMIT.

If the owner/operator of a special purpose vehicle is convicted of two (2) violations under this article in any twelve (12) month period, the permit to operate a special purpose vehicle shall be revoked for the remainder of the calendar year following the second conviction.

Section 34-51. – EXEMPTIONS.

- (a) Special purpose vehicles which are owned or leased by the City or other governmental taxing entities that are being operated for the purpose of public safety, maintaining parks, roads, right of ways or for other specific purpose as required in the performance of a job are exempt from the fee requirement in Section 34-48.
- (b) Special purpose vehicles operated in conjunction with a public event involving closed streets (i.e., parades, carnivals, festivals, etc.) can be made exempt from the restrictions of Section 34-48 with approval from the City Commission.
- (c) In support of police and fire emergency operations, the Chief of Police shall have the authority to authorize the use of any Special Purpose Vehicles, and the Registration and Licensing requirement in Section 34-48 shall be waived.

Section 2. REPEALER. Ordinance 1786, and Section 114.2, 114.4 and 114.5 of the Standard Traffic Ordinance, as adopted by Ordinance No. 1771, and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. 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 28th day of May, 2025.

Devin Johnson, Mayor

ATTEST:

Stephanie Fyfe, City Clerk



ENCORE
PAVEMENT

PROJECT PROPOSAL
CITY OF NEODESHA -
2025 ROAD REPAIRS &
SEALING

Proposal Number
4/28/2025
0921-1

Job Address

City of Neodesha
1407 N 8th St
Neodesha, KS. 66757

Client

City of Neodesha
1407 N 8th St
Neodesha, KS

Contact

620-325-2828
bjones@neodeshaks.org
Brogan Jones

Office Info
(316) 677-8000

Salesperson
andyw@encorepavement.com
316-677-8000 Office

Office Address
3515 N Topeka St
Wichita, KS
67219

PROPOSAL

Dear Brogan Jones,

Thank you for the opportunity to provide you with this proposal. Encore Pavement provides quality work and would love to earn your business. Per your request, we propose to supply all labor, materials and equipment to complete this project. Listed below you will find pricing and descriptions specifically for this project. Please call with any questions.



PROPOSAL

3" ASPHALT ROAD REPAIRS

Mill and Pave **12,710** Square Feet of existing road, to a depth of **3** inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved. In the initial excavation,
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- If full depth repairs are needed to properly stabilize the base lift of asphalt, or if unstable base material is found under the asphalt that requires over-excavation and new rock installation, a change order will be recommended to address these areas.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- City of Neodesha to provide a local dump site for excavated asphalt.
- All asphalt repair pricing is tied. Significantly reducing the quantity would increase unit pricing due to mobilization costs and decreased efficiency.

Price: \$88,970.00

CRACK SEALING

Crack-seal up to **2,500** linear feet of transverse and lateral asphalt pavement cracking.

- This work is performed by cleaning debris and grass from most of the 1/4" width to 1" width transverse and lateral pavement cracks and sealing them with a high-quality hot-pour pavement crack and joint sealant that meets ASTM Specification 3405.
- Cracks under cars and 'alligatored', 'spider cracked' pavement and hairline cracks will not be treated.
- Crack and joint sealant form a long-lasting resilient seal, which is flexible and extensible at sub-zero temperatures and resists cracking in hot temperatures.
- This work can be completed with minimal inconvenience to traffic.

PLEASE NOTE: During the curing process material may constrict and settle into the cracks. This natural process can cause the filler to open. THIS DOES NOT REFLECT A DEFECT IN MATERIAL OR WORKMANSHIP WE THEREFORE MAKE NO GUARANTEES AGAINST THE RESULTS OF THIS NATURAL PROCESS.

Price: \$4,375.00





SEALCOAT

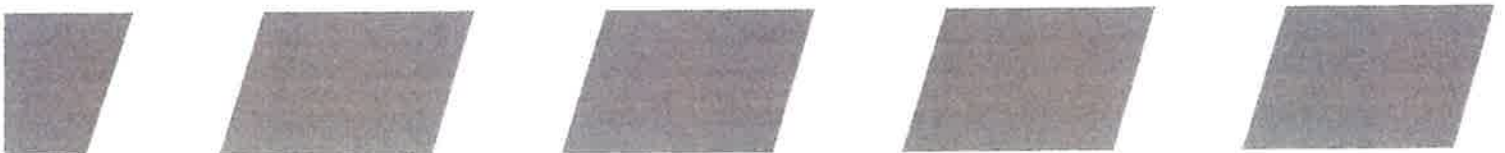
Sealcoat approx 35,000 square feet. We will apply two coats of sealer.

- We will apply **Crafco Action Pave** commercial-grade asphalt sealer, designed to protect and beautify asphalt pavement surfaces.
- The pavement sealer will include a Latex Modifier and contain 2-3 pounds of sand per gallon.
- We will thoroughly clean the affected asphalt areas to prepare the surface for sealer application.
- The sealer will not bond to polished stone or heavily soiled areas.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- The parking lot may be reopened 36 hours after the completion of work subject to weather temperatures and other related conditions.
- We are not responsible for damage to property from vehicular or foot traffic on wet sealer.

Price: \$14,000.00

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:

\$107,345.00





AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties.

Encore Pavement proposes to furnish material and labor to perform the work outlined herein for the sum of:

\$107,345.00, ONE HUNDRED SEVEN THOUSAND, THREE HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS

Payment is to be made as follows: • 100% upon completion

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Sincerely,

Andy Waller, CEO
andyw@encorepavement.com
Office: 316-677-8000

Accepted: The above-proposed terms and conditions, including price and payment terms, are satisfactory and hereby accepted. **Encore Pavement** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____



TERMS & CONDITIONS

- These Terms and Conditions are by and between Encore Pavement, a Pave America company, (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less.
- Drainage is not guaranteed on areas having less than 2% grade.
- If the contract is canceled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of the total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. The contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. The contractor will be under no obligation to perform any extra work.
- All proposals are based on the existence of a workable sub-base layer of at least four (4) inches. It shall not be the Contractors responsibility to check the sub-base unless it is specified and paid for in the contract. The contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchaser's warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable.
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. The contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although the contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the worksite is the responsibility of the Purchaser. The contractor is not responsible for crackfill that adheres to tires. The contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, the Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. The contractor is not responsible for tire marks on asphalt and or concrete. The contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. The contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted, or wet sub-base materials. The contractor is not responsible for damage to surrounding concrete due to the vibration of jackhammers and equipment.
- To the extent that the work is dependent upon the work of other contractors or subcontractors, the Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to the Contractor previously. Any damage caused to private lines during construction is the sole responsibility of the Purchaser unless previously marked by an independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for the construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers, and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses, and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs, and costs of collection incurred by Contractor.



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- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers' failure to inspect the job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.





Aerial Map 1 - Neodesha Road Repair - 8th & Lincoln





Aerial Map 2 - Neodesha Road Repair - 8th & Osage





Aerial Map 3 - Neodesha Road Repair - Wisconsin St From 13th St - 14th St





Aerial Map 4 - Neodesha Road Repair - 4th St From Elm St to Granby St





Aerial Map 5 - Neodesha Road Sealing - Timber Ridge Rd



Brogan Jones

From: Jeff Hull <jeffhullpaving@hotmail.com>
Sent: Tuesday, April 15, 2025 11:32 AM
To: Ryan Toms; Brogan Jones
Subject: Re: 2025 street estimates

Warning: Unusual sender <jeffhullpaving@hotmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Jeff Hull's Paving & Seal

Coating

17438 1200 Rd Altoona Ks

66710

Total: \$ 65,715

Estimate

City Of Neodesha Ks

2025 street projects

- **Wisconsin 13th to 14th**

Patch, hot rubber crack fill and seal coat

Total: \$ 8,232.00

- **4th from Granby to Elm**

Mill and patch & add AB# base if needed.

- Aprox 4,194 sq ft

Total: \$ 23,970.00

- **Timber Ridge**

Hot rubber crack fill and seal coat

Total: \$16,109.00

- **8th & Lincoln**

Mill out cross walk and N side of 8th and patch.

- Aprox 2144 sq ft

Total; \$ 10,184.00

- **From school alley to Osage**

Mill & patch

- Aprox 1520 sq ft

Total: \$ 7,220.00

We require 1/2 down with balance due upon completion of project.

Thank you for the opportunity to bid on your project,

Jeff Hull

Jeff Hull's Paving & Seal Coating

Sent via the Samsung Galaxy Z Fold5, an AT&T 5G smartphone
Get Outlook for Android

From: Jeff Hull <jeffhullpaving@hotmail.com>

Sent: Tuesday, April 15, 2025 10:17:42 AM

To: Ryan Toms <rtoms@neodeshaks.org>; bjones@neodeshaks.org <bjones@neodeshaks.org>

Subject: 2025 street estimates

Coating

17438 1200 Rd Altoona Ks

66710

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Thank you for the opportunity to bid on your project,
Jeff Hull
Jeff Hull's Paving & Seal Coating
620-332-9186

Total: \$



April 16, 2025

Company: City of Neodesha

Customer Contact:

Altec Account Manager: Matt Griffin

Unit / Body Specifications

- Altec model AT48M articulating and telescoping aerial device with continuous rotation and ISO-Grip insulating system at boom tip
 - working height: 52.5 ft
 - side reach: 31.2 ft
- Pedestal
- Single one man platform, 180 degree rotation
- Round material handling jib/winch, hydraulically articulating, top mounted
- Platform cover
- Platform liner
- One set of hydraulic tool outlets at the boom tip
- Engine start/stop with secondary stowage system
- Jib stick, 36 in L, non-extension dependent, non-certified
- Mod A-frame primary outriggers with fixed shoes and safety interlock system
- H frame auxiliary outriggers with fixed shoes and safety interlock system
- Electric outrigger controls
- Temperature sight gauge
- Hydraulic Oil HVI-22 with Dye (Standard)
- Small aerial service body with side access step, 29 in L tailshelf
- Underride Protection
- Combination 2 in ball and rigid pintle hitch
- Articulating arm rest for a telescopic unit
- Wood outrigger pads
- Complete LED FMVSS lighting package
- 4-Corner strobes, amber LED
- Strobes, amber LED, with brush guard, installed on post at front of body, one (1) each side
- 6-Way trailer receptacle, pin type
- Power distribution model (PDM-6A)
- Remote Spot Light, LED, Permanent Mount, With Programmable Wireless Remote (Go-Light #30004ST)

Standard altec warranty: one (1) year parts, one (1) year labor, ninety (90) days travel and limited lifetime structural

Chassis Specifications

- 2025 Ford F600 4x4
 - Ford 6.7L Power Stroke Diesel (330 HP)
 - Ford Torqshift 10-Speed Automatic
 - 84 Clear CA
 - 22000 LB GVWR



Options

Price:	\$212,140
Options:	\$
Delivery:	\$3,369
Total:	\$215,509
(Excluding Taxes)	

www.altec.com for additional models and information. Quote valid for 45 days; Price does not refl
Federal Excise Taxes (F.E.T.). For additional accessories or details contact your Altec Acc

