

**Agenda**  
City Commission of the City of Neodesha, KS  
July 13, 2022 2:00 p.m.  
ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Mayor's Report
- Commissioners' Reports
- City Administrator's Comments
- Community Development Director Report

Item 2: Public Comments

Item 3: Consent Agenda (Routine agenda items can be approved with unanimous consent of the City Commission. Any item can be removed and placed in items of business.)

- Approval of June 22, 2022 Minutes
- Approval of June 28, 2022 Special Call Minutes
- Appropriation (2022) 12
- Fire Insurance Proceeds

Item 4: Business Items to Consider

- A. Resolution: Authorizing Sale of Series 2021-1 Temporary Note; Dave Arteberry
- B. 2021 Audit Presentation: Jarred, Gilmore & Phillips, PA
- C. Police Vehicle Grant: Letter of Conditions; USDA
- D. Ordinance: Designating City Property as Street
- E. Ordinance: Vacating Little Bear Trail and Peitz Drive
- F. Ordinance: Interconnection Standards for Renewable Energy Generators
- G. Ordinance: Renewable Parallel Generation Policy
- H. Ordinance: Vacant Property Registration
- I. Resolution: Setting Fees for Ambulance Service
- J. School Resource Officer Agreement with USD 461

Item 5: Date/Time of Next Regular Meeting

Wednesday, July 27, 2022 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session – Non-elected Personnel

Item 7: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**July 13, 2022**

**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: Resolution: Authorizing sale of Series 2021-1 Temporary Note; Dave Arteberry**

The Commission will welcome Mr. Dave Arteberry, Stifel Nicolaus & Company, for a brief on Resolution 22-11 that will authorize the sale of bonds to redeem the temporary notes for the police building construction.

*I move to approve Resolution 22-11 as presented.*

**4.B: 2021 Audit Presentation: Jarred, Gilmore & Phillips, PA**

The Commission will receive a presentation of the 2021 audit from Kyle Spielbusch of Jarred, Gilmore & Phillips, PA.

**RECOMMENDED MOTION:** *I move to accept the 2021 audit as presented.*

**4.C: Police Vehicle Grant: Letter of Conditions; USDA**

The Commission will welcome Mr. Mike Billings, USDA-RD, for completion of certain paperwork, such as the Letter of Conditions, regarding the USDA-RD police equipment grant.

**RECOMMENDED MOTION:** *I move to approve the USDA-RD Letter of Conditions for the police equipment grant, and authorize the Mayor to sign the paperwork.*

**4.D: Ordinance: Designating City Property as Street**

The Commission is asked to approve Ordinance 1767, formally designating certain areas of E. Fir Street as a City Street. Previously, these areas were shown on County records as private property.

*I move to approve Ordinance 1767 as presented.*

**4.E: Ordinance: Vacating Little Bear Trail and Peitz Drive**

As a condition for the eventual sale of WGBP property to SICUT, the City has been asked to move forward with vacating the remainder of Little Bear Trail and Peitz Drive.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1768, vacating Little Bear Trail and Peitz Drive, as presented.*

**4.F: Ordinance: Interconnection Standards for Renewable Energy Generators**

The Commission is asked to approve Ordinance 1769, incorporating by reference the Interconnection Standards for Renewable Energy Generators. The Interconnection Standards for renewable energy generators has been prepared for use by Cities in Kansas so there is a uniform, standard document for helping navigate the many requirements for renewable energy generation.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1769, incorporating by reference the Interconnection Standards for Renewable Energy Generation.*

**4.G: Ordinance: Renewable Parallel Generation Policy**

In addition to the Interconnection Standards for renewable energy generation, KMEA has also provided us with a Renewable Parallel Generation Policy. This document provides additional guidelines for any utility customer interested in obtaining solar or wind generation for the home or business.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1770 as presented.*

**4.H: Ordinance: Vacant Property Registration**

The Commission is asked to discuss and consider Ordinance 1771, a vacant property registration ordinance. This draft ordinance has been reviewed by our City Attorney. The Commission will be asked to deeply examine whether an ordinance of this sort is needed in a town the size of Neodesha.

**RECOMMENDED MOTION:** *To Be Determined.*

**4.I: Resolution: Setting Fees for Ambulance Service**

The Commission is asked to consider Resolution 22-12, modifying the City's ambulance fees. The ambulance fees for Neodesha were last modified in 2014.

**RECOMMENDED MOTION:** *I move to approve Resolution 22-12 as presented.*

**4.J: School Resource Officer Agreement with USD 461**

The Commission is asked to consider an agreement with USD 461 that would establish the position of a School Resource Officer. The School Board will be meeting Monday, July 11, 2022 to discuss this agreement. Staff will present the results of that school board meeting during the Commission meeting.

**RECOMMENDED MOTION:** *I move to approve the School Resource Officer Agreement with USD 461 as presented.*

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall conducting the meeting by live streaming with Zoom on Wednesday, June 22, 2022 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present. Technical difficulties with the Zoom recording today did not allow the video portion of the meeting to be viewed. Audio only was heard and recorded.

Commissioner Moffatt moved to approve the agenda as presented. Seconded by Commissioner Nichol. Motion carried.

Commission and Administrator Reports were heard.

Community Development Director reports were heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the consent agenda as presented consisting of minutes from the June 8, 2022 Commission Meeting; and Appropriation (2022) 11. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the dangerous structure located at 1529 N 1<sup>st</sup> Street. This item is a continuation from the public hearing held on December 22, 2021, in which the structure was declared dangerous and unsafe. The Commission allowed 90 days for the structure to be brought into compliance with City Code. The abatement Ordinance was tabled by the Commission on April 13, 2022, allowing the property owner an additional 60 days. Discussion held.

Commissioner Moffatt moved to table the abatement process on 1529 N 1<sup>st</sup> Street for 60 days to allow the property owner additional time for compliance with City Code. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the dangerous structure located at 415 N 6<sup>th</sup> Street. This item is a continuation from the public hearing held on December 22, 2021, in which the structure was declared dangerous and unsafe. The Commission allowed 90 days for the structure to be brought into compliance with City Code. The abatement Ordinance was tabled by the Commission on April 13, 2022, allowing the property owner an additional 60 days. Discussion held.

Commissioner Nichol moved to rescind the abatement process for 415 N 6<sup>th</sup> Street due to the property being brought into code compliance. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the dangerous structure located at 1017 Church Street. This item is a continuation from the public hearing held on December 22, 2021, in which the structure was declared dangerous and unsafe. The Commission allowed 90 days for the structure to be brought into compliance with City Code. The abatement Ordinance was tabled by the Commission on April 13, 2022, allowing the property owner an additional 60 days. Discussion held.

Commissioner Moffatt moved to table the abatement process on 1017 Church Street for 60 days to allow the property owner additional time for compliance with City Code. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a draft ordinance that relates to vacant properties being registered within the City of Neodesha. Discussion held. No action taken.

Administrator Truelove addressed the Commission for a discussion related to the School Resource Officer (SRO) Program, and to determine if Staff should continue discussion with USD 461 towards a possible agreement for the establishment of an SRO Program at our schools. Discussion held; no action taken as this is a consensus item only at this time.

Commissioner Nichol moved to recess to an Executive Session including the Governing Body, City Administrator, 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 3:05 p.m. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio and recording being ceased.

At 3:05 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio and recording. Continued technical difficulties disallowed video recording. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, July 13, 2022 at 2:00 p.m.

At 3:05 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

---

Devin Johnson, Mayor

---

Stephanie Fyfe, City Clerk

**SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS**

Neodesha, Kansas  
June 28, 2022

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Tuesday, June 28, 2022 at 1:00 p.m., at City Hall, for the following purpose:

1. Approve Payment for Street Resealing Project: Jeff Hull Paving
2. Consider Allowing Beer Consumption for 4<sup>th</sup> of July at Riverwalk Park
3. Executive Session: Non-elected Personnel

The Board of Commissioners met in a Special Call Session at 1:00 p.m. in the Commission Room at City Hall on Tuesday, June 28, 2022 with Mayor Johnson presiding and Commissioner Moffatt present. Commissioner Nichol phoned in at 1:00 p.m.

Administrator Truelove addressed the Commission regarding the approval of a final payment for the street resealing project from Jeff Hull's Paving & Seal Coating. Discussion held.

Commissioner Moffatt moved to approve the pay request from Jeff Hull Paving, for the street resealing project, in the amount of \$63,932.50. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a request to allow the consumption of beer during the 4<sup>th</sup> of July fireworks events at Riverwalk Park. Discussion held.

Mayor Johnson called for a motion to approve the consumption of beer at Riverwalk Park on the 4<sup>th</sup> of July, from 6:00 p.m. until 11:00 p.m. Hearing none, the initiative died for a lack of a motion.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk and Assistant Public Works Director, Ryan Toms, 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 1:25 p.m. Seconded by Commissioner Nichol. Motion carried.

At 1:25 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken.

Commissioner Moffatt moved to terminate Hunter Mahaffey effective immediately. Seconded by Commissioner Nichol. Motion carried.

At 1:35 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried. Meeting adjourned.

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

**APPROPRIATIONS REPORT****ORDINANCE NO 12****7/13/2022**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	594.52	70706	7/13/2022
ADVANCE INSURANCE COMPANY	JUNE PREMIUMS	482.14	70708	7/13/2022
BAXTER HEALTHCARE CORP	SPECTRUM SOFTWARE LICENSE	91.62	70709	7/13/2022
BLUBOOTHS	UNIFORMS	71.12	70710	7/13/2022
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	745.82	70711	7/13/2022
CARTER AUTO PARTS	FITTINGS	80.92	70712	7/13/2022
CHAMPION BRANDS LLC	OIL	1,654.95	70713	7/13/2022
CINTAS	FIRST AID SUPPLIES	476.67	70714	7/13/2022
CLEAVER FARM & HOME	REBAR & HARD BOARD	781.36	70715	7/13/2022
CORE & MAIN	SUPPLIES	3,246.24	70716	7/13/2022
CULLIGAN OF INDEPENDENCE	JULY WATER SERVICE	206.29	70717	7/13/2022
D & D AUTO REPAIR & ALIGNMENT	SENSOR STEM	10.00	70718	7/13/2022
JOSHUA D EATON	REFUND OF FINE OVERPAYMENT	203.50	70719	7/13/2022
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 7/22	50.00	70720	7/13/2022
F ALLEN MOORHEAD, JR, MD	PRE EMPLOYMNT PHYSICAL	278.00	70721	7/13/2022
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	1,335.33	70722	7/13/2022
FREDONIA OUTDOOR EQUIPMENT	SUPPLIES	77.00	70723	7/13/2022
FREDONIA TRUE VALUE HARDWARE	ELECTRIC SUPPLIES	397.81	70724	7/13/2022
G & W FOODS	POOL CONCESSIONS & SUPPLIES	705.81	70726	7/13/2022
GERKEN RENT-ALL	SANITATION UNIT	71.50	70727	7/13/2022
HADDOCK CORP	PD FURNITURE	6,223.52	70728	7/13/2022
HARMONY LODGE	3RD QTR LEASE 2022	900.00	70729	7/13/2022
HAWKINS INC	CHEMICALS	1,646.30	70730	7/13/2022
HEALY LAW OFFICES, LLC	LEGAL SERVICES	987.50	70731	7/13/2022
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING/OFFICE SUPPLY	566.76	70732	7/13/2022
INA ALERT.INC	SECURITY CAMERAS	373.00	70733	7/13/2022
INDEPENDENCE DAILY REPORTER	POLICE OFFICER AD	842.50	70734	7/13/2022
JOEYS LAWN SERVICES	LAWN CARE @ RIVERWALK PARK	962.50	70735	7/13/2022
KANSAS MUNICIPAL UTILITIES	3RD QTR TRAINING GROUP 4 DUES	1,999.00	70736	7/13/2022

KANSAS ONE-CALL SYSTEM, INC	JUNE LOCATES	37.20	70737	7/13/2022
KOONS GAS MEASUREMENT	GAS METERS	55,056.21	70738	7/13/2022
LAKELAND OFFICE SYSTEMS	JUNE COPIER MAINTENANCE	169.91	70739	7/13/2022
LANDIS+GYR TECHNOLOGY INC	JUNE 2022 AMR	950.00	70740	7/13/2022
LE STORE	ICE FOR POOL	2.00	70741	7/13/2022
LEAGUE OF KS MUNICIPALITIES	OPEN MTGS & RECORDS GUIDE	104.32	70742	7/13/2022
LITTLE BEAR TIRE	TIRE REPAIR	25.00	70743	7/13/2022
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	204.19	70744	7/13/2022
MIDWEST COMPUTER SALES	IT SERVICES	826.94	70745	7/13/2022
NEODESHA DERRICK NEWS	PUBLICATIONS	427.00	70746	7/13/2022
NEWTON LUMBER CO INC	SUPPLIES	50.15	70747	7/13/2022
NORTHERN SAFETY & INDUSTRIAL	SAFETY GLASSES	87.24	70748	7/13/2022
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	1,798.47	70749	7/13/2022
PORTER DRUG STORE	MEDICATION/UPS CHARGES	461.29	70750	7/13/2022
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	209.64	70751	7/13/2022
PREMIER TRUCK GROUP	AUTO PARTS	87.62	70752	7/13/2022
RAILROAD MANAGEMENT CO III,LLC	SEWER & PIPELINE LEASE	994.22	70753	7/13/2022
REYNOLDS PLUMBING & ELECTRIC	SERVICE CALL	105.00	70754	7/13/2022
ROMANS OUTDOOR POWER	REARVIEW MIRROR BUSH HOG	138.80	70755	7/13/2022
RURAL WATER DISTRICT 4	AIRPORT RURAL WATER	28.60	70756	7/13/2022
SANDBAGGER GOLF & TURF	MOWER BELTS	161.15	70757	7/13/2022
SIGN DESIGN	EMBROIDERY	184.00	70758	7/13/2022
SOCKET TELECOMM LLC	PHONE CHARGES	199.75	70759	7/13/2022
SPARKLIGHT	INTERNET SERVICE	171.97	70760	7/13/2022
SPARKLIGHT	INTERNET SERVICE	159.14	70761	7/13/2022
SPARKLIGHT	INTERNET SERVICE	106.98	70762	7/13/2022
STEVE FAULKNER FORD	VALVE KIT	1,112.45	70763	7/13/2022
STRYKER MEDICAL	MEDICAL SUPPLIES	581.37	70764	7/13/2022
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	90.00	70765	7/13/2022
TBS ELECTRONICS INC	RADIOS	4,787.25	70766	7/13/2022
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	159.85	70767	7/13/2022
TLC GROUNDSKEEPING INC	MOWING	7,195.00	70768	7/13/2022
US CELLULAR	CELL PHONE/TABLET CHARGES	708.63	70769	7/13/2022
USD 461	POOL CONCESSIONS	1,054.70	70770	7/13/2022

WALMART COMMUNITY BRC	WATER SUPPLIES	229.19	70771	7/13/2022
EVERGY	AIRPORT RUNWAY LIGHTS	99.98	70772	7/13/2022
EVERGY	STREET LIGHTS @ OTTAWA	109.75	70773	7/13/2022
WESTERN AUTO	SUPPLIES	164.34	70774	7/13/2022
WILSON MEDICAL CENTER	JUNE TAX DISTRIBUTION	31,842.02	70775	7/13/2022
WOODS LUMBER COMPANY	SUPPLIES	535.02	70776	7/13/2022
ZOLL MEDICAL CORPORATION GPO	CARDIAC MONITOR	37,226.97	70777	7/13/2022
****TOTAL****		174,704.99		



*Two Rivers. No Limits*

P O Box 336  
Neodesha KS 66757  
Phone 620-325-2828

# Credit Memo

DATE: JULY 13, 2022  
CREDIT MEMO NO. 20220713

**TO:**

Stan Reynolds  
14998 425 Road  
Neodesha, KS 66757

RE: Farm Bureau - Claim No A793703P00  
531 S 5th

**COMMENTS OR SPECIAL INSTRUCTIONS:**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Original Issue Check Deposited 02/11/2022		\$ 7,892.10
	Interest accrued thru July 13, 2022		2.00
SUBTOTAL			\$ 7,894.10
AMINISTRATIVE FEES			0.00
TOTAL DISBURSED			\$ 7,894.10

**Thank you!**

**RESOLUTION NO. 22-11**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2022-B, OF THE CITY OF NEODESHA, KANSAS.**

**WHEREAS**, the City of Neodesha, Kansas (the "Issuer") has previously authorized certain improvements described as follows (the "Improvements"):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Public Building Improvements – Police Station	21-04	12-1736 <i>et seq.</i>	\$600,000*
*exclusive of costs of issuance and interest on interim financing			

**WHEREAS**, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such Improvements and to retire the following temporary notes of the Issuer, which were issued to temporarily finance a portion of the costs of the Improvements (the "Refunded Notes"):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Date</u>
2021-1	04/14/2021	10/01/2022	\$600,000	\$600,000	09/01/2022

**WHEREAS**, the Issuer has selected the firm of Stifel Nicolaus & Company, Inc., Kansas City, Missouri (the "Municipal Advisor"), as municipal advisor for the issuance of said general obligation bonds; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Clerk and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer's bond counsel ("Bond Counsel"), to proceed with all preliminary action necessary to sell said general obligation bonds.

**WHEREAS**, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of said general obligation bonds, the Governing Body desires to authorize the Mayor (or member of the Governing Body authorized to exercise the power and duties of the Mayor in the Mayor's absence) (the "Mayor"), to confirm the sale of such general obligation bonds, if necessary, prior to the next meeting of the Governing Body to adopt the necessary ordinance and resolution providing for the issuance thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA, KANSAS, AS FOLLOWS:**

**Section 1.** The Municipal Advisor, in conjunction with the City Administrator and Clerk, is hereby authorized to proceed with the offering for sale of the Issuer's General Obligation Bonds, Series 2022-B (the "Bonds"). The Bonds shall be sold, subject to the approving opinion of Bond Counsel, on a negotiated basis to a purchaser or purchasers (collectively the "Purchaser") to be designated by the Mayor, in consultation with the Municipal Advisor, after evaluating proposals submitted by prospective purchasers based on a request for proposals prepared by the Municipal Advisor. The timing of offering for sale, the pricing, the determination of the structuring and repayment terms of the Bonds and the selection of various

other professionals necessary to complete the issuance of the Bonds, shall be determined by the Mayor, in consultation with the City Administrator, Clerk, the Municipal Advisor and Bond Counsel.

The confirmation of the sale of the Bonds shall be subject to publication of a notice of intent to sell the Bonds as hereinafter set forth, the execution of a bond purchase agreement between the Purchaser and the Issuer (the "Bond Purchase Agreement") in a form approved by Bond Counsel and the Issuer's legal counsel, the passage of an ordinance and adoption of a resolution by the Governing Body authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds. The Mayor is hereby authorized to execute the Bond Purchase Agreement subject to the following parameters: (a) the principal amount of the Bonds shall not exceed \$635,000; and (b) the true interest cost of the Bonds shall not exceed 4.75%. Prior to the execution of the Bond Purchase Agreement, the Clerk shall cause to be published a Notice of Intent to Seek Private Placement relating to the Bonds in a newspaper of general circulation in Wilson County, Kansas, and the *Kansas Register*.

**Section 4.** The Mayor, City Administrator, Clerk, and the other officers and representatives of the Issuer, the Municipal Advisor, and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds; and (b) make provision for payment and/or redemption of the Refunded Notes from proceeds of the Bonds.

The transactions described in this Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 5.** The City Administrator and Clerk are hereby authorized and directed to execute the engagement letter related to services to be provided by the Municipal Advisor, in substantially the form attached hereto as *Exhibit A*.

**Section 6.** This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the City Commission on July 13, 2022.

(SEAL)

---

Mayor

ATTEST:

---

Clerk

***EXHIBIT A***

**FORM OF MUNICIPAL ADVISOR ENGAGEMENT LETTER**

Ed Truelove, City Administrator  
City of Neodesha  
1407 North 8<sup>th</sup> Street  
Neodesha, Kansas 66757

RE: FINANCIAL ADVISORY SERVICES  
General Obligation Bonds, Series 2022-B

Stifel, Nicolaus & Company, Incorporated ("Stifel") presents for your acceptance this agreement to retain Stifel as financial advisor to the City of Neodesha, Kansas ("Issuer") for the proposed General Obligation Bonds, Series 2022-B (the "Bonds") estimated to be issued in the aggregate principal amount of approximately \$600,000. This agreement will be effective on the date signed by an authorized representative of Issuer and will authorize Stifel to act as financial advisor through the completed sale of the proposed Bonds, at which time this agreement will terminate. This agreement may also be terminated on thirty (30) days written notice by either party.

1. Scope of Work. Stifel agrees to perform the following services for Issuer with respect to the Bonds:
  - a. Assume overall responsibility for the financial analysis and structuring recommendations for the Bonds;
  - b. Draft the preliminary and final official statements, offering memoranda or term sheets ("Offering Documents") based on information provided by the Issuer as well as information derived from other sources. The information contained in the Offering Documents will be derived from the sources stated or, if not otherwise sourced, from the Issuer. Stifel makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Offering Document, and its assistance in preparing the Offering Document should not be construed as a representation that it has independently verified such information. The Issuer will be expected to examine, approve and make certifications with respect to the information in the Offering Documents in accordance with its obligations under the federal securities laws.
  - c. Assist Issuer, as requested, in the selection of an underwriter(s) or purchaser(s), including review of underwriter or purchaser recommendations to the extent requested in writing by Issuer, and coordinate all activities of the underwriter(s) or purchaser(s);
  - d. Coordinate with consultants, accountants, bond counsel, other attorneys and staff in connection with the sale of the Bonds;
  - e. Coordinate financing time schedule, distribution of documents, preliminary and final official statement printing, wire-transfer of funds, delivery of bonds and bond closing;

- f. Coordinate pre-pricing discussions of bond pricing and structuring, supervise the sale process, and advise on acceptability of offer to purchase bonds by the underwriters or purchasers;
  - g. If requested, assist Issuer in procuring any appropriate ancillary financing-related products and services including, credit enhancement (e.g., bond insurance), paying agent/registrar/trustee, escrow agent (if applicable), escrow investments, and other such products and services as Issuer may deem necessary or desirable in connection with any financing.
  - h. Attend Issuer meetings as requested, with reasonable advance notice;
  - i. Provide such other services as are mutually agreed upon in writing by Issuer and Stifel.
- 2. Issuer's Obligations. Issuer agrees that, with respect to the Bonds, its staff and consultants will cooperate with Stifel and make available any data in the possession of Issuer necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.
- 3. Regulatory Disclosures:
  - a. Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule"). Stifel will be serving as a municipal advisor to the Issuer under the Rule and this agreement documents the municipal advisory relationship between Stifel and the Issuer.
  - b. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A to this agreement for those disclosures.

4. Compensation:

For Stifel's financial advisory services and expenses in processing this bond series to be sold in a single sale, Stifel shall be paid a fee equal to the greater of 0.50% of bonds sold or \$7,500 to be paid at the completion of the sale of the Bonds. This amount includes all out of pocket expenses.

5. Authority to Direct Financial Advisor:

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

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### ACCEPTANCE

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

By: \_\_\_\_\_

Name: Devin Johnson

Title: Mayor

Date: 07/13/2022

## **EXHIBIT A**

### **City of Neodesha, Kansas Financial Advisory Services for General Obligation Bonds, Series 2022-B**

#### **MSRB Rule G-42 Disclosures**

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

#### **Our Duties as Your Municipal Advisor**

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

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

#### **Disclosure of Conflicts**

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

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

#### **Legal and Disciplinary Event Disclosures**

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

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

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

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

### **Evaluation of Recommendations/Suitability**

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

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

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

### **Additional Information**

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

**NOTICE OF INTENT TO SEEK PRIVATE PLACEMENT**

**CITY OF NEODESHA, KANSAS  
GENERAL OBLIGATION BONDS, SERIES 2022-B**

Notice is hereby given that the City of Neodesha, Kansas (the “Issuer”) proposes to seek a private placement of the above-referenced bonds (the “Bonds”). The maximum aggregate principal amount of the Bonds shall not exceed \$635,000. The proposed sale of the Bonds is in all respects subject to approval of a bond purchase agreement between the Issuer and the purchaser of the Bonds and the passage of an ordinance and adoption of a resolution by the Governing Body authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds.

DATED: July 13, 2022.

Stephanie Fyfe, Clerk

**EXCERPT OF MINUTES OF A MEETING  
OF THE CITY COMMISSION OF  
THE CITY OF NEODESHA, KANSAS  
HELD ON JULY 13, 2022**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City at 2:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Bonds, Series 2022-B, came on for consideration and was discussed.

Commissioner \_\_\_\_\_ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL  
OBLIGATION BONDS, SERIES 2022-B, OF THE CITY OF NEODESHA,  
KANSAS.**

Commissioner \_\_\_\_\_ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. 22-11.

\* \* \* \* \*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

## **CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Neodesha, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Clerk



July 13, 2022

Devin Johnson, Mayor  
City of Neodesha  
1407 N 8<sup>th</sup> Avenue  
Neodesha, KS 66757

SUBJECT: Letter of Conditions  
Community Facility Grant - \$47,200

Dear Mayor Johnson and Council Members:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to the Application for Federal Assistance. The funding will be administered on behalf of the Rural Housing Service/Community Facilities (RHS-CF) programs by the State and Area Staff of USDA Rural Development (Agency). Any changes in project cost, source of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by the Agency by written amendment to this letter. This includes significant changes in the Applicant's financial condition, operation, organizational structure, or executive leadership. Any changes not approved by the Agency shall be cause for discontinuing processing of the application.

This letter does not constitute grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a grant not to exceed \$47,200. The grant will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is sent to you.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding. The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III - Conditions Required Prior to Advertising for Bids within 120 days of this letter. All projects must be completed, and funds disbursed within 5 years of obligation.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 15 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"  
Form RD 1940-1, "Request for Obligation of Funds"

Information and regulations referenced in the letter may be accessed on our website located at <http://www.rd.usda.gov/programs-services/community-facilities-direct-loan-grant-program>.

Conditions are as follows:

### **SECTION I - SCOPE OF PROJECT**

#### Rural Development • Kansas

**Hays Office**  
2715 Canterbury Drive  
Hays, KS 67601  
Phone: (785) 628-3081, Ext. 4  
Fax: (877) 470-3801

**Iola Office**  
202 W. Miller Road  
Iola, KS 66749  
Phone: (620) 365-2901, Ext. 4  
Fax: (877) 470-3801

**Newton Office**  
1405 South Spencer Road  
Newton, KS 67114  
Phone: (316) 283-0370, Ext. 4  
Fax: (877) 470-3801

**Topeka Office**  
1303 SW First American Pl, Ste 100  
Topeka, KS 66604  
Phone: (785) 271-2700  
Fax: (877) 470-3801

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

1. **Project Description** – Funds will be used to purchase one patrol vehicle, emergency lights for two (2) patrol cars, two (2) sirens, two (2) control boxes, two (2) in-car video systems, twelve (12) body worn cameras, and seven (7) Kustom Signal radars.

2. **Project Funds** - The Agency is offering the following funding for your project:

Community Facilities Grant:	\$47,200
-----------------------------	----------

This offer is based upon the following additional funding being obtained:

Applicant Contribution:	\$38,640
-------------------------	----------

<b>TOTAL</b>	<b><u>\$85,840</u></b>
--------------	------------------------

Any changes in funding sources following obligation of Agency funds must be reported to the Agency. All rebates or refunds associated with the project shall be considered project funds.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<b><u>Project Costs:</u></b>	<b><u>Total Budgeted:</u></b>
Patrol Vehicle	\$37,726
Body Cameras	\$ 8,522
Lights, sirens, etc	\$10,139
Antennas	\$18,578
Rear Camera	\$10,440
Graphics	\$ 435
<b>TOTAL</b>	<b><u>\$85,840</u></b>

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated grant funds not needed to complete the proposed project will be deobligated. Any reduction will be applied to Agency grant funds first. An "Amended Letter of Conditions" will be issued for any changes to the total project budget.

## **SECTION II – GRANT REQUIREMENTS**

4. **Community Facilities Grant Agreement** - Attached is a copy of Form RD 3570-3, "Community Facilities Grant Agreement," for your review. You will be required to execute this agreement before grant funds are advanced.

The applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining Rural Housing Service-Community Facilities (RHS-CF) project funds will be considered RHS-CF grant funds and refunded to RHS-CF.

The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR Part 200 in effect at this time and as may be subsequently modified.

The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR Part 200 in effect at this time and as may be subsequently modified.

5. **Environmental Requirements** – At the conclusion of the proposal's environmental review process, it was determined that the project meets the criteria established in 7 CFR §1970.53, "Categorical Exclusions Involving No or Minimal Disturbance" and does not have a significant effect on the human environment. No further action is needed.

**6. Organization** - For public bodies, a letter will be submitted from the grantee's legal representative with his/her opinion on the applicant's legal existence and authority to perform the proposed activity.

### **SECTION III – CONDITIONS REQUIRED PRIOR TO OBTAINING BIDS**

**7. Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter from each source.

**8. Vehicle/Equipment Purchases** - Vehicles and equipment will be purchased through proposals or competitive negotiations. Documentation will be provided to USDA Rural Development documenting the search for vehicles or equipment following Rural Development Instruction 1942.18(k). Rural Development shall review and approve the specifications prior to solicitations for proposals. At least three proposals for the vehicles or equipment and your recommendations for purchase shall be submitted to the Agency for review and concurrence prior to the purchase of any vehicles or equipment.

### **SECTION IV – CONDITIONS REQUIRED PRIOR TO GRANT CLOSING**

**9. Insurance & Bonding Requirements** - It is the responsibility of the applicant to assure that adequate insurance and fidelity/employee dishonesty bond coverage is maintained. We advise you to consult with your attorney or insurance provider for appropriate coverage.

**10. Other Closing Requirements** – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to grant closing.

- a. **Additional Financing** - If project costs exceed the project funding of all sources shown under Items #2 and 3, the applicant will make every effort to find deductions in the project costs or demonstrate its ability to support the additional financing.
- b. **System for Award Management Registration and Unique Entity ID** – You will be required to maintain the currency of your information in the System for Award Management (SAM) until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated. Registration can be done on-line at: <https://www.sam.gov>. This registration will need to be renewed and revalidated every twelve (12) months for as long as there are project funds to be expended.

**11. Use of Remaining Funds** – Applicant contribution will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be used for eligible grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the grant remains the same.

Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 90 days of final completion of project. Prior to actual cancellation, you will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.

**12. Closing Instructions** - The closing will be within the requirements of state statute and Agency Instruction 3570-B. Funds will be disbursed through the Electronic Funds Transfer system. Agency concurrence will be obtained prior to payment of any bills or vouchers for authorized project expenses. Grant funds will not be disbursed until they are actually needed by the applicant and all other funds are expended.

### **SECTION V – CONDITIONS REQUIRED AFTER GRANT CLOSING**

**13. Records Requirements** - The grantee shall retain all records, books, and supporting material for three years after the issuance of the reports.

The grantee is required to provide a financial statement within 60 days following the end of the fiscal year in which grant funds were expended. You may utilize Form RD 442-2, "Statement of Budget, Income and Equity," and Form RD 442-3, "Balance Sheet," for this requirement or the applicant may provide their own balance sheet and statement of income and expense report signed by an appropriate official of the organization.

An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures. All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end.

**14. Other Federal, State, and Local Requirements** - Proposals for facilities financed in whole or in part with Community Facilities funds will be coordinated with appropriate Federal, State, and local agencies. If there are conflicts between this part and State or local laws or regulatory commission regulations, the provisions of this part will control. Applicants will be required to comply with Federal, State, and local laws and any regulatory commission rules and regulations including but not limited to:

- a. Organizational authorities to own, construct, operate, and maintain the proposed facility; borrowing money, giving security, and raising revenues; land use and zoning; and health and sanitation standards and design and installation standards unless an exception is granted by the Agency.
- b. Certifications - Lobbying Restrictions (RD Instruction 1940-Q, Exhibit A-1), Nondiscrimination Requirements (Form RD 400-4, "Assurance Agreement") need to be completed and requirements complied with.
- c. Section 504 of the Rehabilitation Act of 1973 - Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Community Facilities financial assistance.
- d. Civil Rights Act of 1964 - All borrowers are subject to, and facilities must be operating in accordance with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and subpart E of part 1901 of this title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this title.
- e. The Americans with Disabilities Act (ADA) of 1990 - This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities which provides services, programs, and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities which accommodate the public.
- f. Age Discrimination Act of 1975 - This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- g. Architectural barriers - All facilities intended for or accessible to the public or in which physically handicapped persons may be employed must be developed in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) as implemented by 41 CFR 101-19.6, section 504

of the Rehabilitation Act of 1973 (42 U.S.C. 1471 et seq.) as implemented by 7 CFR parts 15 and 15b, and Titles II and III of the Americans with Disabilities Act of 1990.

- h. Nondiscrimination - Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters informing users of these requirements. As a recipient of funding, you are also required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

**15. Non-Discrimination Statement**

***"This institution is an equal opportunity provider and employer."***

***If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov)."***

If the material is too small to permit the full statement to be included (the paper is smaller than 8.5x11, folded or not), the material at a minimum will include the statement in print size no smaller than the text that **"This institution is an equal opportunity provider and employer."**

The Agency will monitor your compliance with these requirements during a pre-award and post grant compliance review.

- 16. Data Collection** - If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must collect data by Race (American Indian or Alaska Native, Asian, Black, or African American, White); Ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by Sex. The Agency will collect this data as part of the required compliance review described under paragraph 15. A sample format is attached.

We look forward to continuing working with you to complete this project and if you have any questions, please feel free to contact me at 620-380-3109 or by e-mail at [michael.billings@usda.gov](mailto:michael.billings@usda.gov).

Sincerely,

*Michael Billings*

MICHAEL BILLINGS  
Area Specialist

Attachments: A/S

**SAMPLE DATA COLLECTION FORM**

All USDA Rural Development funded organizations must collect, maintain, and provide data on race, ethnicity, gender, and other information necessary to determine compliance with civil rights laws. The organizations may be public bodies, non-profit corporations, or for-profit corporations, such as, partnerships, limited liability corporations and proprietorships. This sample form may be used to collect the data.

	<b>PARTICIPANTS</b> (collect data only if application or other screening is done for services)		<b>EMPLOYEES</b>		<b>BOARD of DIRECTORS</b>	
	<b>MALE</b>	<b>FEMALE</b>	<b>MALE</b>	<b>FEMALE</b>	<b>MALE</b>	<b>FEMALE</b>
<b>ETHNICITY</b>						
Hispanic or Latino						
Not Hispanic or Latino						
<b>TOTAL</b>						
<b>RACE</b>						
American Indian, Alaska Native						
Asian						
Black or African American						
Native Hawaiian or other Pacific Islander						
White						
<b>TOTAL</b>						

Dates of data collection \_\_\_\_\_

Collected by \_\_\_\_\_

**LETTER OF INTENT TO MEET CONDITIONS**Date 07-13-2022

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

202 West Miller Rd  
Iola KS 66749

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 07-13-2022. It is our intent to meet all of them not later than 11-10-2022.

City of Neodesha

(Name of Association)

BY

Devin Johnson, Mayor

(Title)

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.*

# REQUEST FOR OBLIGATION OF FUNDS

<b>INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )</b> <b>Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.</b>			
<b>1. CASE NUMBER</b> ST CO BORROWER ID 19-003-*****0117		<b>LOAN NUMBER</b>	<b>FISCAL YEAR</b>
<b>2. BORROWER NAME</b> City of Neodesha		<b>3. NUMBER NAME FIELDS</b> (1, 2, or 3 from Item 2)	
		<b>4. STATE NAME</b> Kansas	
		<b>5. COUNTY NAME</b> Wilson	
<b>GENERAL BORROWER/LOAN INFORMATION</b>			
<b>6. RACE/ETHNIC CLASSIFICATION</b> 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - API	<b>7. TYPE OF APPLICANT</b> 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT SECULAR 8 - NONPROFIT FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	<b>8. COLLATERAL CODE</b> 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	<b>9. EMPLOYEE RELATIONSHIP CODE</b> 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
<b>10. SEX CODE</b> 1 - MALE 2 - FEMALE	<b>11. MARITAL STATUS</b> 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	<b>12. VETERAN CODE</b> 1 - YES 2 - NO	<b>13. CREDIT REPORT</b> 1 - YES 2 - NO
<b>14. DIRECT PAYMENT</b> (See FMI)	<b>15. TYPE OF PAYMENT</b> 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	<b>16. FEE INSPECTION</b> 1 - YES 2 - NO	
<b>17. COMMUNITY SIZE</b> 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		<b>18. USE OF FUNDS CODE</b> (See FMI)	
<b>COMPLETE FOR OBLIGATION OF FUNDS</b>			
<b>19. TYPE OF ASSISTANCE</b> 237 (See FMI)	<b>20. PURPOSE CODE</b> 8	<b>21. SOURCE OF FUNDS</b>	<b>22. TYPE OF ACTION</b> 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
<b>23. TYPE OF SUBMISSION</b> 1 - INITIAL 2 - SUBSEQUENT	<b>24. AMOUNT OF LOAN</b>	<b>25. AMOUNT OF GRANT</b> \$47,200.00	
<b>26. AMOUNT OF IMMEDIATE ADVANCE</b>	<b>27. DATE OF APPROVAL</b> MO DAY YR	<b>28. INTEREST RATE</b> 0 %	<b>29. REPAYMENT TERMS</b>
<b>COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS</b>			
<b>30. PROFIT TYPE</b> 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
<b>COMPLETE FOR EM LOANS ONLY</b>		<b>COMPLETE FOR CREDIT SALE-ASSUMPTION</b>	
<b>31. DISASTER DESIGNATION NUMBER</b> (See FMI)		<b>32. TYPE OF SALE</b> 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
<b>FINANCE OFFICE USE ONLY</b>		<b>COMPLETE FOR FP LOANS ONLY</b>	
<b>33. OBLIGATION DATE</b> MO DA YR		<b>34. BEGINNING FARMER/RANCHER</b> (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

## CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Subject to the Letter of Conditions dated July 13, 2022. CF grant funds to be used for eligible project costs.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. \_\_\_\_\_ YES \_\_\_\_\_ NO

**WARNING:** Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date July 13, 20 22

Devin Johnson, Mayor

(Signature of Applicant)

Date \_\_\_\_\_, 20 \_\_\_\_\_

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Daniel E. Fischer

Date Approved: \_\_\_\_\_

Title: CP Director

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

**ORDINANCE NO. 1767**

**AN ORDINANCE DESIGNATING CITY PROPERTY AS EAST FIR STREET IN LOT 1, BLOCK 1, VIVIAN DEER'S SUBDIVISION; AND THE NORTH 25 FEET OF LOTS 18 AND 19, BLOCK 1, VIVIAN DEER'S SUBDIVISION, OF THE CITY OF NEODESHA, WILSON COUNTY, KANSAS**

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

**Section 1.** The following City-owned properties in the City of Neodesha, are hereby designated as East Fir Street.

- a) Lot 1, Block 1, Vivian Deer's Subdivision, City of Neodesha, Wilson County Kansas; and
- b) The North 25 Feet of Lots 18 and 19, Block 1, Vivian Deer's Subdivision, City of Neodesha, Wilson County Kansas.

**Section 2.** That the City of Neodesha, Kansas, reserves all rights to maintain, repair and replace any utilities within the boundary of the designated street area, and retains a permanent easement for said purposes.

**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 13<sup>th</sup> day of July, 2022.**

ATTEST:

\_\_\_\_\_  
**Devin Johnson, Mayor**

\_\_\_\_\_  
**Stephanie Fyfe, City Clerk**

**ORDINANCE NO. 1768**

**AN ORDINANCE VACATING CERTAIN STREETS LOCATED IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS.**

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

Section 1 The following streets in the West Granby Business Park, to the City of Neodesha, Kansas are hereby vacated.

- A. The remaining portion platted as Little Bear Trail, lying East of Lots 9 and 10 and West of Lot 12, West Granby Business Park.
- B. Peitz Drive, located between the West right-of-way of Little Bear Trail and the East right-of-way of Woodring Parkway, West Granby Business Park.

Section 2 That the City of Neodesha, Kansas, reserves all rights to lay, maintain, repair and replace any utility lines within the boundary of the vacated area, and retains a permanent easement for said purposes.

Section 3 EFFECTIVE DATE. This ordinance shall be in force and take effect from and after its adoption and publication once in the official city newspaper.

**Passed by the Governing Body of the City of Neodesha, Kansas, and signed by the Mayor this 13<sup>th</sup> day of July, 2022.**

ATTEST:

\_\_\_\_\_  
**Devin Johnson, Mayor**

\_\_\_\_\_  
**Stephanie Fyfe, City Clerk**

**ORDINANCE NO. 1769**

**AN ORDINANCE ADOPTING AND INCORPORATING BY REFERENCE, THE INTERCONNECTION STANDARDS FOR INSTALLATION AND PARALLEL OPERATION OF CUSTOMER OWNED RENEWABLE ELECTRIC GENERATION FACILITIES 25 kW<sub>AC</sub> OR LESS FOR RESIDENTIAL SERVICE AND 200 kW<sub>AC</sub> OR LESS FOR COMMERCIAL SERVICE IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS.**

**WHEREAS**, the Governing Body of the City of Neodesha, Kansas, finds that there is increasing interest in customer-owned renewable energy resources, and

**WHEREAS**, policies and procedures are necessary for the health, safety and welfare of the citizens and city employees for the interconnection of such customer-owned renewable energy resources with the City's electric utility system; and

**WHEREAS**, the Governing Body of the City of Neodesha, Kansas, desires to enact certain uniform policies and procedures for such customer-owned renewable energy electrical generation; now therefore

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

**Section One:** There is hereby adopted and incorporated by reference the Interconnection Standards for Installation and Parallel Operation of Customer Owned Renewable Electric Generation Facilities 25kW<sub>AC</sub> or Less for Residential Service and 200 kW<sub>AC</sub> or Less for Commercial Service. No fewer than three copies of the publication shall be marked or stamped "official copy as adopted by Ordinance No. 1769 of the City of Neodesha, Kansas," and shall be filed with the City Clerk and open for inspection and available to the public at all reasonable hours.

**Section Two:** All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

**Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13<sup>th</sup> day of July, 2022.**

ATTEST:

---

**Devin Johnson, Mayor**

---

**Stephanie Fyfe, City Clerk**

**ORDINANCE NO. 1770**

**AN ORDINANCE ESTABLISHING A RENEWABLE PARALLEL GENERATION POLICY; ELECTRIC RATE SCHEDULE IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS.**

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

**Section One:**

**Renewable parallel generation policy**

**(a) Available:**

Service is available under this Rider at points on the Utility's existing electric distribution system for Customers operating Renewable Energy Resources. The service is available to Customer-generators on a first-come, first-served basis until the total rated generating capability of all interconnections served under Parallel Generation equals or exceeds four percent of the City's peak load for the previous calendar year. Upon reaching this limit, no additional service shall be available under this Rate Schedule. This Rate Schedule shall not be available for any electric service schedule allowing for resale.

**(b) Application:**

- (1) Service under this Renewable Parallel Generation Rate Schedule is available to City of Neodesha ("Utility") customers in good standing with a Customer-owned renewable electric Generation Facility as defined in the Interconnection Standards for Installation and Parallel Operation of Customer-owned Renewable Electric Generation Facilities 25 kWAC or less for Residential Customers and 200 kWAC or less for Commercial Customers that wish to receive a billing credit for surplus renewable energy supplied to the Utility subject to the terms and conditions of this Schedule. Customer-owned renewable generation and associated equipment are collectively referred to as a Generation Facility.
- (2) Utility may refuse interconnection of any generating facility with a rated generating capacity greater than Customer's annual peak electric load.

**(c) Character of Service:**

Single phase, 60 Hertz, alternating current will be supplied at standard voltages as available through one transformer. A qualifying Customer is a customer in good standing, connected to the Utility Electric Distribution System for the purpose of receiving retail electric service that also owns and operates a Generation Facility as defined in the Interconnection Standards for Installation and Parallel Operation of Customer-owned Renewable Electric Generation Facilities. The Generation Facility shall be installed and operated in accordance with the requirements of said Interconnection Standards.

**(d) Rates:**

All interconnected parallel generation customers shall be billed the rates set in the fee schedule found in chapter 16, section 16-36 of the City of Neodesha for Commercial and Residential Customers.

**(1) Minimum Bill:**

The minimum monthly charge is set forth in the fee schedule found in chapter 16, section 16-36 of the Code of the City of Neodesha. Any credits (\$) applied to the bill will not result in a total bill less than the Minimum Bill.

**(e) Metering:**

Metering shall be accomplished by use of a Utility-approved electric meter or meters capable of registering the flow of electricity in each direction. The Utility may, at its own expense and with written consent of the Customer, install one or more additional meters to monitor the flow of electricity.

**(f) Customer Billing:**

The measurement of net electricity supplied by the Electric Utility and delivered to the Electric Utility shall be calculated in the following manner. Electric Utility shall measure the amount of electricity delivered by Electric Utility to Customer and the amount of electricity generated by the Customer and delivered to Electric Utility during the billing period, in accordance with

normal metering practices. The kWh delivered by Electric Utility to the Customer shall be billed to the Customer at the rates contained in chapter 16, section 16-36 of the Code of the City of Neodesha. The kWh generated by the Customer and delivered to the Electric Utility shall be credited as described in Customer Billing Credit below. The calculated credit (\$) applied to the bill will not result in a total bill less than the Minimum Bill.

**(g) Customer Billing Credit:**

The billing credit for surplus energy generated by the Generation Facility and delivered to the Electric Distribution System that exceeds the Customer's instantaneous load but is not in excess of the appropriate generator size, the City shall credit one hundred and fifty percent (150%) of the City's actual cost of purchased energy (\$/kWh) for the periods in which energy was delivered to the City.

**(h) Terms and Conditions:**

- (1) The Utility shall offer this Renewable Parallel Generation Rate Schedule to Customers that wish to receive billing credit for surplus renewable energy supplied to the Utility from eligible Customer-owned Solar Generation Facilities.
- (2) The Utility may limit the number and size of renewable generators to be connected to the Utility's system due to the capacity of the distribution line to which such renewable generator would be connected, and in no case, shall the Utility be obligated to purchase an amount greater than 4% of Utility's peak power requirements.
- (3) This Schedule shall only be available to Customers in good standing. All agreements hereunder shall be between the Customer and the City and will not include third parties.
- (4) This Schedule is subject to the provisions of the Interconnection Standards for Installation and Parallel Operation of Customer-owned Renewable Electric Generation Facilities.
- (5) The Interconnection Agreement between the Utility and Customer must remain in effect and the Customer-Owned Generation Facility must be in full compliance with the terms and conditions of the Interconnection Standards for Installation and Parallel Operation of Customer-owned Renewable Electric Generation Facilities.
- (6) Any required insurance coverage is specifically addressed in the Interconnection Standards for Installation and Parallel Operation of Customer-owned Renewable Electric Generation Facilities.
- (7) Nothing in this Schedule shall abrogate any Customer's obligation to comply with all applicable Federal, State and Local laws, codes or Ordinances.
- (8) This Schedule shall remain in place for a minimum of 12 months.

**Section Two:** All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

**Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13<sup>th</sup> day of July, 2022.**

ATTEST:

---

**Devin Johnson, Mayor**

---

**Stephanie Fyfe, City Clerk**

## ORDINANCE NO. 1771

### AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS PROVIDING FOR THE REGISTRATION OF VACANT BUILDINGS AND PROPERTIES; PROVIDING PROCEDURES RELATED TO INCENTIVES, MAINTENANCE, MARKETING AND ANNUAL INSPECTIONS.

**WHEREAS**, the Governing Body finds that abandoned and vacant residential and commercial buildings adversely affect quality of life, creates blight, and impacts local property values; and

**WHEREAS**, abandoned and vacant buildings are known to attract vandalism, become havens for drug use and other crime, and require expenditure of public funds for police protection, fire protection and housing inspection; and

**WHEREAS**, the Governing Body finds that public health, safety and welfare are adversely affected by abandonment and prolonged vacancies in residential and commercial buildings; now therefore

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

**Section 1.** Chapter 8, Article VI of the City of Neodesha Code is amended by adding Division 4 to read as follows:

#### **DIVISION 4. – VACANT PROPERTY REGISTRATION**

##### **Sec. 8-404. – Purpose.**

Recognizing that abandoned and vacant buildings contribute to blight in both residential and non-residential neighborhoods, discourage economic development and retard appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards, it is the responsibility of property owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare. The Governing Body finds that abandoned and vacant buildings result in increased expenditures for police, fire, and code services inspections and calls. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all abandoned and vacant buildings.

##### **Sec. 8-405. – Definitions.**

For purposes of this article, certain phrases and words are defined below. Words or phrases not defined in this article but defined in applicable state law or the Code shall be given that meaning. All other words or phrase shall be given their common ordinary meaning. The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

Abandoned Building means a building that is vacant and is open or unsecured so that unauthorized admittance may be gained.

Building means a building, or other structure adapted to permanent occupancy for residential or commercial purposes.

City means the City of Neodesha, Kansas.

Chronic Vacancy or Chronically Vacant means a VACANT building which continues to remain vacant for six (6) months after initial notification by the City to the owner.

Occupy means to conduct a lawful business or reside in all or any part of the building or structure as the business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Article, evidence offered to prove that a person occupies a building or structure may include, but shall not be limited to, the regular receipt of regular mail through the U.S. Postal Service or proof of continual electric, water, sewer and trash services.

Owner means the person, persons or entity identified as the owner of the parcel with the Wilson County Appraiser's Office; or any agent identified by a nonresident owner; or any mortgagee of a property in foreclosure.

Unsecured means access to the building may be obtained through open, unlocked, broken or missing doors or windows of such building.

Vacant means any building intended for residential or commercial use which is not currently occupied or in use wherein no person or persons actually, currently conduct a lawful business or lawfully reside or live in any part of the building as the legal or equitable owners(s) or tenant-occupants(s) or tenant(s) on a permanent, non-transient basis or that is unoccupied.

**Sec. 8-406. – Public officer.**

The city administrator shall designate a public officer to be charged with the administration and enforcement of this Article.

**Sec. 8-407. – Inquiry and inspection.**

The public officer shall make inquiry and inspection of premises upon receiving information that a building may be abandoned or vacant. Upon making such inquiry and inspection the public officer shall make a written report of his or her findings.

**Sec. 8-408. – Service of notice.**

If the public officer determines that a building is abandoned or vacant then such officer shall give notice of the finding to the owner by:

- (a) delivering written notice to the owner personally, or
- (b) by first class mail through the U.S. Postal Service and by posting the notice on the building in a conspicuous place.

**Sec. 8-409. – Notice content; vacant building.**

The notice issued by the City for a vacant building shall be in writing and shall contain the common street address, description of the building, advise the owner that the building has been determined to be vacant, and will be subject to registration as a Chronically Vacant building after a period of six (6) months, and advise the owner that he or she has twenty (20) days to appeal the determination.

**Sec. 8-410. – Notice content; abandoned or chronically vacant building.**

The notice issued by the City for an Abandoned or Chronically Vacant building shall be in writing and shall contain the common street address, legal description of the property, registration requirements, and shall apprise the owner of the facts available to the City which resulted in the determination that the building is an abandoned or chronically vacant building and advise the owner that he or she has twenty (20) days to appeal the determination. The Notice shall state the steps which an owner may take to claim an exemption from registration fees. The time period for registration of an abandoned or chronically vacant building may be extended by the public officer for good cause.

**Sec. 8-411. – Registration and maintenance requirements for abandoned and chronically vacant buildings; fees.**

(a) The owner of an abandoned or chronic vacant building shall register the building with the City within twenty (20) days of service of a written Notice provided to the owner or agent of the existence of the abandoned or chronic vacant building, or show cause in writing to the public officer as to why the building is not abandoned or chronically vacant. If the owner contends that the building is neither abandoned nor chronically vacant then such owner shall provide the public officer with such information as the owner requests the public officer to consider in making his or her determination. The public officer shall render his or her written decision within ten (10) days of the notice that the owner challenges the initial notice that the building was abandoned or chronically vacant.

(b) The required registration shall be submitted on the form provided by the City, which form shall include the name, current mailing address, phone number and any other contact information of the owner; the names and addresses of all known lienholders and all other parties with a legal or equitable ownership interest in the building; the common address of the building and parcel tax identification number. The form shall also include a timetable for:

- (1) Returning the abandoned or chronically vacant building to appropriate occupancy or use; or
- (2) Marketing the chronically vacant building pursuant to the provisions of Section 8-412.

(c) The initial registration period is for six (6) months. After the initial registration period has expired and for every subsequent year a building remains abandoned or chronically vacant beyond the initial registration period, the owner of the abandoned or vacant building must:

- (1) re-register the building, by paying the appropriate fees, and
- (2) submitting an updated plan for either returning the building to appropriate occupancy or use, or marketing the property.

(d) Upon registration, the City shall provide the following incentives toward active marketing of the residential or commercial building:

- (1) Waive zoning fees, if applicable;
- (2) Provide solid waste removal, water, and sewer service for sixty (60) days at a reduced cost of fifty percent of the normal bill for these services with the total benefit to not exceed \$200.00 if the building is leased within ninety (90)

days of initial registration within the guidelines adopted by the City Commission and effective at the date of occupancy; and

(3) If the building requires remodeling, waive permit fees if remodeling occurs within ninety (90) days of initial registration.

(e) If the owner of an abandoned or chronically vacant building does not reside within 50 miles of Neodesha for at least six (6) months a year, then such owner must designate a resident agent with authority to act with respect to the property, including name, current mailing address, phone number and any other contact information of the owner's agent.

(f) Any subsequent owner of a registered abandoned or chronically vacant building must amend the registration with the public officer to include the new owner within thirty (30) days of any transfer of any ownership interest in the abandoned or chronic vacant building, but is not liable for an additional registration fee for the period for which it has been registered.

(g) The owner of an abandoned or chronically vacant building must keep the building and any adjoining property secure, safe and maintained in compliance with all federal, state and local ordinances and regulations.

(h) The initial registration fee for an abandoned or chronic vacant building is fifty dollars (\$50.00) per residential building, and one-hundred dollars (\$100.00) per commercial building, which shall be collected by the City at the time of initial registration of the building.

(i) If a building remains abandoned or chronic vacant more than 6 months after initial registration it shall be subject to a re-registration fee of \$250 per year for a residential building and \$500 per year for a commercial/industrial building. Funds derived from said fee shall be used to offset the City's cost of inspections and incentives as found in subsection (d).

#### **Sec. 8-412. – Marketing exception to registration fees for chronically vacant buildings.**

A chronically vacant building shall be exempt from the registration fee required pursuant to Section 8-411, for so long as the following marketing requirements are being met:

(a) Buildings marketed as "for rent" in a newspaper or in an online listing by organizations who provide real estate listings at a fair market value rental rate based upon market rental rates for comparable properties. The owner may show entitlement to this exemption by submitting evidence of marketing to the City. In the event that active marketing ceases, the building in question shall be immediately subject to registration fees.

(b) Buildings which are being actively marketed as "for sale" by a licensed real estate broker or by the owner and advertised as such in a newspaper or listed on a recognized online website. The owner may show entitlement to this exemption by submitting evidence of marketing to the City. In the event that active marketing ceases, the building in question shall be immediately subject to Registration.

(c) A building for which the owner executes a valid affidavit on a form provided by the City attesting that the owner intends to resume occupancy of the building within 180 days. Failure to actually resume occupancy of the building within 180 days will result in imposition of the registration fee that was exempted under this section, as well as any reregistration fees then becoming due.

#### **Sec. 8-413. – Failure to register; fees, procedures.**

(a) An owner who fails to register or re-register an abandoned or chronically vacant building under this Article after written Notice shall be in violation of this Article. The registration fee provided for in Section 8-411 per residential building and per commercial building shall immediately become due and payable to the City.

(b) Any civil fees assessed under this section shall be billed to the owner or other responsible party at their registered address. Failure or refusal to pay fees after Notice and an opportunity to pay shall authorize the City to use any and all available legal remedies for the enforcement and collection of such fees; including but not limited to suits in law or equity in any court of competent jurisdiction, abatement of nuisances maintained in violation of this article, injunction or assessment of said registration or re-registration fees on the property to be collected with the property taxes. This Article in no way limits the actions or abatement procedures which may be taken by the City for a violation of any other ordinance of the City or statute of the State of Kansas.

(c) Should an owner fail to register an abandoned or chronically vacant building as provided in this Article, the public officer may file a complaint in the municipal court of the city against such owner and upon conviction of a violation of the provision of Section 8-411, be fined in an amount not less than \$250 and not more than \$500.

#### **Sec. 8-414. – Appeal.**

Any person aggrieved by a finding, order or decision made by the Public Officer pursuant to this Article may appeal such to the Governing Body by written notice delivered to the City Clerk within twenty (20) days, excluding weekends and

holidays, from the final decision of the Public Officer. The Governing Body shall provide a hearing and make a decision affirming, overruling or modifying the finding, order or decision appealed from.

**Secs. 8-415—8-434. - 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 July, 2022.**

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

**CITY OF NEODESHA**

**RESOLUTION NO. 22-12**

**A RESOLUTION SETTING FEES FOR THE CITY OF NEODESHA AMBULANCE SERVICE.**

**WHEREAS**, the Governing Body shall set the fees for the City of Neodesha Ambulance Service; and

**WHEREAS**, Ambulance service fees shall cover the cost of Emergency and Non-Emergency runs, mileage, and materials and supplies used in the care and treatment of a patient.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing body of the City of Neodesha that:

1. The fees for ambulance service shall be established as indicated on Exhibit A and become effective August 1, 2022.

**ADOPTED AND APPROVED** by the governing body of the City of Neodesha, Kansas this 13th day of July, 2022.

ATTEST:

---

**Devin Johnson, Mayor**

---

**Stephanie Fyfe, City Clerk**

# EXHIBIT A

<b><u>SERVICE</u></b>	<b><u>PROPOSED RATE</u></b>
Basic Life Service (BLS) Non-Emergency Transport Basic Supplies included	\$600.00
Basic Life Service (BLS) Emergency Transport Basic Supplies included	\$725.00
Advanced Life Service (ALS) Non-Emergency Transport Basic Supplies included	\$850.00
Advanced Life Service -1(ALS) Non-Emergency Transport Basic Supplies included An assessment by an ALS provider and/or the provision of one or more ALS interventions. (i.e. - AEMT assessing the need for an IV.)	\$950.00
Advanced Life Service -2(ALS) Emergency Transport Basic Supplies included The administration of at least three different medications and/or one or more of the following procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line cardiac pacing (i.e. - code blue.)	\$1,200.00
Specialty Care transport. Basic supplies included. Interfacility Service provided beyond the scope of the Paramedic. (i.e. – if a Physician, Nurse Practitioner or respiratory therapist is needed for a transfer.)	\$1,350.00
Mileage Charges (per loaded mile)	\$18.00
Refusal to transfer This fee will be charged when an ambulance is called, but the patient or their family refuses the transfer. This fee can be appealed and will be reviewed by a committee consisting of the Fire Chief/EMS Director, City Administrator and City Clerk. If law enforcement personnel requested the ambulance, no charge will be made if a transfer is not needed.	\$250.00
Medical Facility Assist This fee will be charged to a medical facility for an EMS call to assist with a patient when no ambulance transport occurs. This fee will only be applied to the fifth and subsequent calls for patient assist in a calendar year.	\$250.00

## **School Resource Officer Agreement**

**THIS AGREEMENT** is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

**THE CITY OF NEODESHA, KANSAS**, a municipal corporation, hereinafter referred to as “City;” and

**NEODESHA UNIFIED SCHOOL DISTRICT NO. 461**, a political subdivision of the State of Kansas, hereinafter referred to as “District.”

**FOR AND IN CONSIDERATION OF** the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

### **1. Assignment, Duties and Status of School Resource Officers.**

The City shall assign, with approval of the school administration, a police officer to work in Neodesha USD 461 as a School Resource Officer (SRO). During days that schools are not in session and students are not present, the SRO shall perform such duties as may be directed by the Chief of Police.

### **2. Term.**

Subject to annual appropriations by City and all provisions of the Kansas Cash Basis Law, (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas, the term of this agreement shall be one (1) year commencing on the first day of the 2022-23 school year; provided that the parties by mutual agreement may extend this agreement by successive terms of one (1) year thereafter.

At all times, this agreement shall be construed and interpreted to be in compliance with Kansas law and the City reserves the right to unilaterally modify or terminate this agreement at any time if, in the opinion of its legal counsel, the contract may be deemed to violate the terms of such laws.

### **3. Relationship of Parties.**

The parties agree that this agreement is entered into for the purpose of encouraging and strengthening community policing efforts. At all times and in all respects, the SRO shall remain an employee of the City of Neodesha, subject to departmental control and supervision through the established chain of command within the Neodesha Police Department. Ultimate responsibility for supervision and direction of the SRO shall reside with the City’s Chief of Police or his/her designee. The District agrees to cooperate with the City in any administrative investigation regarding violations of Neodesha Police Department procedures by an officer assigned to the District as an SRO. This agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

#### **4. Responsibilities of City.**

- (a) Select, assign and train the SRO;
- (b) Provide direction and supervision to the SRO in the performance of the responsibilities in Section 6 herein; and
- (c) Provide scheduling and presence of SRO as detailed in Section 7 herein.

#### **5. Responsibilities of District.**

- (a) District shall provide the SRO a private, securable office and such services and equipment, including but not limited to an office telephone, securable file cabinets and access to a computer, as necessary, at the school;
- (b) District shall provide the SRO with access to student personal information forms, attendance records, and daily schedules as necessary for the performance of SRO duties.
- (c) District shall ensure that administration and staff cooperate, to the extent allowed by law, with law enforcement investigations and any subsequent actions related to crime or criminal activity at the school.

#### **6. SRO Responsibilities.**

The SRO shall:

- (a) Work in concert with the school's administrative staff, and, to that end, shall meet regularly with such staff as requested by school staff and directed by the Chief of Police or his/her designee;
- (b) To the greatest degree possible, be present in areas of student congregation to observe activities, provide an authoritative presence, and promote informal student-SRO contact.
- (c) Provide an educational program of leadership, training, and information about tobacco, alcohol, and other drugs, gangs, violence diffusion and prevention, and safety issues for students, staff members and parents;
- (d) Refer students and their families to the appropriate agencies when a need is identified;
- (e) Assist school staff in providing alcohol, drug, and other counseling; and in maintaining a peaceful campus environment;
- (f) Gather, document in writing, and report to appropriate police department personnel information and intelligence pertaining to:
  - 1. Ongoing or potential criminal activity, gang activity, student unrest, and other problems affecting or likely to affect the school, students or faculty;
  - 2. Students and other persons who are or may be disruptive to the school, the students or the learning environment; and
  - 3. Monitor, investigate, and refer concerns of child welfare or status offenses such as truancy to the appropriate authorities pursuant to state law.
  - 4. To the extent allowed by federal, state, and local laws, the SRO will report and provide information to school administrators concerning above matters.
- (g) Act as a communication liaison with law enforcement agencies, providing basic information concerning students (examples: truancy information, gang affiliation, threats of violence directed at the school or students);
- (h) Take appropriate action, within departmental training, policies, regulations and general orders, in the event of on-campus or school-related criminal activity; and
- (i) Perform such other or additional duties prescribed in the Nedesha Police Department policy on School Resource Officers.

- (j) It is understood and specifically agreed by the parties that the SRO shall not be a disciplinarian. It is agreed between the parties that the administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct. However, the SRO shall be a positive and visible presence of authority within the school and nothing herein shall be construed as requiring the SRO to ignore disruptive student behavior when so observed by the SRO.

## **7. Place of Duty.**

- (a) Except in case of illness or an absence authorized by the Chief of Police, the SRO shall be present for duty at Neodesha High School except:
  - 1. When required elsewhere for follow-up investigation of criminal activity or student-related problems originating in or affecting the school to which such SRO is assigned or detailed;
  - 2. When responding to school-related criminal activity occurring off-campus;
  - 3. When responding to emergency police activities, including but not limited to, a life-threatening off campus incident and assistance during civil disorders or during other incidents where loss of life or bodily harm is foreseeable; provided, that emergency police activities shall not include assistance to another police officer during a routine off-campus traffic stop unless such stop is related to an on-campus incident; or
  - 4. When delivering or participating in instruction of school safety, drug and alcohol abuse curriculum at a designated alternative location.
- (b) The City shall endeavor to have the SRO present for duty each day that school is in session during the regular school year; provided, that the City shall not be required to furnish a substitute SRO on days when the regularly assigned SRO is absent due to (a) illness, (b) Police Department requirements including, but not limited to, mandatory in-service training sessions, staff meetings, response to subpoenas, or (c) other events approved in advance by the administrator of the assigned school and the Chief of Police.

## **8. Financial Support for SRO Program.**

- (a) The District agrees to pay the City (invoiced monthly) for the assignment of one (1) School Resource Officer to work with the District as provided herein, the sum of 75% of the officer's wages and benefits. This is projected to be approximately \$5,300 monthly. Additional days may be arranged if needed and approved by the Chief of Police and the District.
- (b) The City shall pay all costs incurred in connection with the SRO program, including but not limited to:
  - 1. Mandated in-service training;
  - 2. Vehicle, radio, uniform and equipment expenses;
  - 3. Expenses related to or resulting from law enforcement related activities; and
  - 4. Expenses attributable to delivery of the school safety and drug and alcohol programming.

**9. Effect on Previously Executed Agreements.**

Upon execution of this agreement, all previous agreements between the parties for assignment of a School Resource Officer to Neodesha schools shall be void and of no further force or effect.

**10. Termination.**

Either party may terminate this agreement upon 60 days prior written notice without cause. Payment due the City hereunder shall be prorated to termination date.

**IN WITNESS WHEREOF,** The parties have caused this agreement to be executed the day and year above written.

**CITY OF NEODESHA, KANSAS**

**UNIFIED SCHOOL DISTRICT NO. 461**

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Jackie Chandler, USD 461 Board of  
Education President

Attest:

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

\_\_\_\_\_  
Judy Hinshaw, USD 461 Clerk