

## **Agenda**

City Commission of the City of Neodesha, KS

July 26, 2023 2:00 p.m.

ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

### Item 1: Opening Session

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

### Item 2: Public Comments

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

- Approval of July 12, 2023 Minutes
- Approval of July 20, 2023 Special Call Minutes
- Appropriation (2023) 13

### Item 4: Business Items to Consider

- A. Proclamation: 2023 National Night Out
- B. Resolution: Depository Resolution
- C. Approve Zoning Change: 904 & 912 Grant Street
- D. 2023 Audit Engagement Letter: Jarred, Gilmore & Phillips PA
- E. Consider Final Approval of Wayfinding Signage
- F. Consider Request for use of Riverwalk Park

### Item 5: Date/Time of Next Regular Meeting

Wednesday, August 9, 2023 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 26, 2023**

**Additions to the Agenda**

**RECOMMENDED MOTION:** *I move to approve the agenda as presented.*

**Consent Agenda**

**RECOMMENDED MOTION:** *I move to approve the consent agenda as presented.*

**Business Items to Consider**

**4.A: Proclamation: 2023 National Night Out**

**4.B: Resolution: Depository Resolution**

Due to the resignation of our City Treasurer, and the Commission's recent appointment of Anita Buchanan as the Treasurer, the Commission is asked to approve the updated Depository Resolution. This depository resolution provides authority for management of City funds.

**RECOMMENDED MOTION:** *I move to adopt Resolution 23-15 as presented.*

**4.C: Approve a Change in Zoning: 904 & 912 Grant**

The Commission is asked to approve a change in zoning for 904 & 912 Grant Street from residential to public/semi-public. This agenda item was discussed July 20<sup>th</sup> by the Planning Commission, and they are recommending approval. This is a request by USD 461 in support of the Early Childhood Learning Center.

**RECOMMENDED MOTION:** *I move to approve the change in zoning for 904 & 912 Grant Street from residential to public/semi-public.*

**4.D: 2023 Audit Engagement Letter: Jarred, Gilmore & Phillips PA**

For this agenda item, the Commission is asked to approve the engagement letter with Jarred, Gilmore & Phillips PA for the 2023 audit.

**RECOMMENDED MOTION:** *I move to approve the engagement letter with Jarred, Gilmore & Phillips PA, for completion of the 2023 audit in an amount not to exceed \$11,900.*

**4.E: Consider Final Approval of Wayfinding Signage**

The Commission is asked to review the recent updates to the design of the wayfinding signage. If the design meets with Commission expectations, Staff is requesting approval of the design so that the signs can be ordered.

**RECOMMENDED MOTION:** *I move to approve the purchase of wayfinding signage from CDL Electric, as a cost not to exceed \_\_\_\_\_.*

**4.F: Consider Request for Use of Riverwalk Park**

The Commission is asked to consider a request for use of the Riverwalk Park area for an FCCLA Retreat, to be held on August 5, 2023.

**RECOMMENDED MOTION:** *I move to approve the use of Riverwalk Park by FCCLA on August 5<sup>th</sup>, 2023.*

**Item 6: Executive Session:**

**EXECUTIVE SESSION: Non-Elected Personnel**

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

July 12, 2023

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, July 12, 2023, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding, Commissioner Moffatt present and Commissioner Vail-Keller present by Zoom.

Administrator Truelove was absent from the meeting due to being on vacation.

Commissioner Moffatt moved to approve the agenda as presented with the addition of Business Item 4C: Accept Resignation of City Treasurer; restructure Business Item: Consider Interim Appointment as City Treasurer to 4:D; and the deletion of Item 6: Executive Session: Non-elected Personnel. Seconded by Mayor Johnson. Motion carried.

Commission reports were heard.

Community Development Director reports were heard.

Public Comments were invited and heard.

Commissioner Moffatt moved to approve the consent agenda as presented consisting of minutes from the June 14, 2023 meeting; minutes from the June 30, 2023 Special Call Meeting; Appropriation (2023) 12; and Raw Water Project Bond Appropriation 102. Seconded by Commissioner Vail-Keller. Motion carried.

Assistant to the City Administrator Chris Bauman addressed the Commission regarding amendments to the City's Special Purpose Vehicle Ordinance which was discussed and tabled at the June 28, 2023 Meeting. Discussion held.

#### **ORDINANCE NO. 1786**

**AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 34 OF THE CODE OF ORDINANCES OF THE CITY OF NEODESHA, KANSAS, AUTHORIZING THE OPERATION OF WORK-SITE UTILITY VEHICLES, MICRO UTILITY TRUCKS, AND GOLF CARTS ON THE STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA; PROHIBITING THE OPERATION OF ALL-TERRAIN VEHICLES AND POCKET BIKES; PROVIDING FOR RELATED MATTERS, INCLUDING PENALTIES FOR VIOLATION THEREOF; AND, PROVIDING FOR THE REPEAL OF ORDINANCE 1784, OLD ARTICLE III OF CHAPTER 34, AND SECTION 114.2, 114.4 AND 114.5 OF THE STANDARD TRAFFIC ORDINANCE, AS ADOPTED BY ORDINANCE NO. 1771.**

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

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

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

##### **Section 34-40. - DEFINITIONS.**

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

- (a) **All-Terrain Vehicle** means any motorized nonhighway vehicle, other than an electric-assisted bicycle, 55 inches or less in width measured from the outside of one tire rim to the outside of the other tire rim, having a dry weight of 1,500 pounds or less, and traveling on three or more nonhighway tires.
- (b) **City** means the City of Neodesha, Kansas.
- (c) **Golf Cart** means a motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.
- (d) **Micro-Utility Truck** means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab. Micro-utility truck does not include a work-site utility vehicle or recreational off-highway vehicle.
- (e) **Motor vehicle** means every vehicle, other than a motorized bicycle, electric-assisted bicycle or a motorized wheelchair, that is self-propelled.
- (f) **Pocket Bike** shall be defined as every device having two tandem wheels, or three wheels, which may be propelled by a gasoline engine and which the headlights are lower than 24 inches, its tailpipe is lower than 15 inches, and no vehicle identification number is located on the vehicle nor can ownership of the vehicle be registered.
- (g) **Public Highway** means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. *(continued on next page)*

- (h) **Recreational Off-Highway Vehicle** means any motor vehicle not greater than 75 inches in width measured from the outside of one tire rim to the outside of the other tire rim, having a dry weight of 3,500 pounds or less, traveling on four or more nonhighway tires.
- (i) **Special Purpose Vehicle** means golf carts, micro utility trucks, and work-site utility vehicles.
- (j) **Taxing Entity** means any division of local government created by or pursuant to state statute and operated for public purposes.
- (k) **Vehicle** means every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway, excepting electric personal assistive mobility devices or devices moved by human power or used exclusively upon stationary rails or tracks.
- (l) **Work-Site Utility Vehicle** means any motor vehicle which is not less than 48 inches in width, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more nonhighway tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials. Work-site utility vehicle does not include a micro utility truck or recreational off-highway vehicle.

**Section 34-41. - OPERATION OF GOLF CARTS.**

- (a) Golf carts may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city; provided, however, that no golf cart may be operated upon any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour. No golf cart shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a golf cart from crossing a federal or state highway or a street or highway with a posted speed limit greater than 30 miles per hour. No golf cart may be operated upon 8<sup>th</sup> Street, from Main Street to Granby Street except when crossing at an intersection.
- (b) No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise, unless equipped with:
  - 1. Lights as required for motorcycles by Sections 183 through 188 of the 2022 Standard Traffic Ordinance, and amendments thereto; and
  - 2. A properly mounted slow-moving vehicle emblem as required by K.S.A. 8-1717, and amendments thereto.
- (c) Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

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

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

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

- (a) Work-site utility vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city.
- (b) No work-site utility vehicle shall be operated on any public highway, street, road or alley before sunrise or after sunset unless such vehicle is equipped with lights as required by law for motorcycles. No work-site utility vehicle shall be operated on any interstate highway, federal highway or state highway; provided, however, that the provisions of this subsection shall not prohibit a work-site utility vehicle from crossing a federal or state highway. No work-site utility vehicle may be operated upon 8<sup>th</sup> Street, from Main Street to Granby Street except when crossing at an intersection.
- (c) Every person operating a work-site utility vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

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

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

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

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

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

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

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

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

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

- (a) Before operating any special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city and each calendar year thereafter, the vehicle shall be registered with the city and a license shall be obtained and placed on the special purpose vehicle. The license fee shall be as established in Section 16-34, payable in advance to the City Clerk, Neodesha, Kansas. The full amount of the license fee shall be required regardless of the time of year that the application is made.
- (b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, in the office of the Chief of Police. The application shall be made upon forms provided by the City and each application shall contain the name of the owner, the owner's residence address, or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if applicable). Proof of insurance, as required in Section 34-47 shall be furnished at the time of application for registration.
- (c) Prior to the issuance of the registration and license, each applicant for special purpose vehicle license shall first present such vehicle for an official inspection. The inspection shall verify that the special purpose vehicle has sufficient brakes, and has been equipped with head lights, tail and brake lights, turn signal equipment, rear view mirror, and a slow-moving vehicle sign emplaced on the rear of the vehicle.
- (d) If, upon inspection and completion of the registration application, such vehicle is found to be in safe mechanical condition, and upon establishing proof of insurance and payment of the fees herein provided, a license shall be issued to the owner who shall attach it to the vehicle. The license shall be displayed in such a manner as to be clearly visible from the rear of the vehicle. The license number on the application will be recorded and then filed in the police department.
- (e) The license issued hereunder is not transferrable. In the event of sale or other transfer of ownership of any special purpose vehicle licensed under the provisions of this section, the existing license and the right to use the numbered license shall expire, and the license shall be removed by the owner. It is unlawful for any

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- (f) person other than the person to whom the license was originally issued to have the same in his possession.
- (g) In the event a license is lost or destroyed, the City Clerk, upon proper showing by the licensee and the payment as established in Section 16-34, shall issue a new license in accordance with the provisions of this section.
- (h) It shall be unlawful for any person to:
  - 1. Operate, or for the owner thereof knowingly to permit the operation, upon a public street, road, highway, or alley within the corporate limits of the city any special purpose vehicle, as defined herein, which is not registered and which does not have attached thereto and displayed thereon the license assigned thereto by the City for the current registration year.
  - 2. Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal that is fictitious or has been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$100 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.
  - 3. Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
  - 4. Remove, conceal, alter, mark or deface the license number plate, plates or decals, or any other mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
  - 5. Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.

**Section 34-49. – SAME; PENALTY.**

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

**Section 34-50. – REVOCATION OF PERMIT.**

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

**Section 34-51. – EXEMPTIONS.**

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

**Section 2. REPEALER.** Ordinance 1784, and Section 114.2, 114.4 and 114.5 of the Standard Traffic Ordinance, as adopted by Ordinance No. 1771, and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 3. EFFECTIVE DATE.** This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Commissioner Moffatt moved to approve Ordinance 1786 as presented with Mayor Johnson voting aye and Commissioner Vail-Keller voting nay. Motion passed 2 -1.

Commissioner Moffatt moved to convene as the Neodesha Land Bank Board to discuss the purchase of property at 501 W Main Street. Seconded by Commissioner Vail-Keller. Motion carried

Commissioner Moffatt moved to approve the purchase of the property located at 501 W Main Street at a cost of \$500. Seconded by Commissioner Vail-Keller. Motion carried.

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Neodesha, Kansas

July 12, 2023

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

Assistant to the City Administrator Chris Bauman addressed the Commission regarding the resignation of City Treasurer Mike Tigner.

Commissioner Moffatt moved to accept the resignation of Mike Tigner as City Treasurer. Seconded by Commissioner Vail-Keller. Motion carried. The City of Neodesha would like to whole-heartedly thank Mike for his 39 years of dedicated service to the City.

Assistant to the City Administrator Chris Bauman addressed the Commission regarding the consideration of appointing an Interim City Treasurer. Discussion held.

Commissioner Moffatt moved to appoint Anita Buchanan as the Interim City Treasurer. Seconded by Commissioner Vail-Keller. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, July 26, 2023 at 2:00 p.m.

At 2:30 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Vail-Keller. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk



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

Neodesha, Kansas  
July 20, 2023

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Thursday, July 20, 2023 at 1:30 p.m., at City Hall, for the following purpose:

1. 2024 Budget Review
2. Approve Publication of Notice of Public Hearing; 2024 Budget
3. Approve Publication of Notice of Hearing to Exceed Revenue Neutral Rate
4. Approve Notice of Revenue Neutral Rate Intent

The Board of Commissioners met in a Special Call Session at 1:30 p.m. in the Commission Room at City Hall on Thursday, July 20, 2023 with Mayor Johnson presiding and Commissioners Moffatt and Vail-Keller present. Administrator Truelove was present by Zoom for the meeting.

Administrator Truelove addressed the Commission regarding the 2024 Budget. An in-depth discussion was held with the Governing Body reviewing the budget as presented. No action taken

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

Commissioner Vail-Keller moved to approve the publication of the Notice of Public Hearing, and set the 2024 budget public hearing for August 9, 2023, at 2:00 p.m. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the publication of the Notice of Hearing to Exceed Revenue Neutral Rate. This Public Hearing will be conducted the same day as the public hearing for the 2024 Budget. The hearing notice to be published is one combined Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing. Discussion held.

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

Administrator Truelove addressed the Commission regarding the approval of the Notice of Revenue Neutral Rate Intent. This document, with a submission date of July 20<sup>th</sup>, will be sent to the County Clerk, providing notice that the City of Neodesha intends to exceed the RNR.

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

At 3:33 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Vail-Keller. Motion carried.

ATTEST:

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

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Stephanie Fyfe, City Clerk

**APPROPRIATIONS REPORT****ORDINANCE NO 13****7/26/2023**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ADVANCE INSURANCE COMPANY	AUGUST PREMIUMS	537.49	72472	7/26/2023
BMI	MUSIC LICENSE FEE	421.00	72473	7/26/2023
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	743.81	72474	7/26/2023
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	670.66	72475	7/26/2023
CINTAS	FIRST AID SUPPLIES	251.25	72476	7/26/2023
CITY COLLECTOR	RECONCILE CASH DRAWER	40.00	72477	7/26/2023
CJ'S THREADS	EMBROIDERY	50.00	72478	7/26/2023
COMMUNITY NATIONAL BANK	AMBULANCE LEASE PAYMENT	81,398.95	72479	7/26/2023
CONSTELLATION NEWENERGY	JUNE BILLING	23,305.94	72480	7/26/2023
D & D AUTO REPAIR & ALIGNMENT	BATTERY	214.95	72481	7/26/2023
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 8/23	50.00	72482	7/26/2023
F ALLEN MOORHEAD, JR, MD	PRE EMPLOYMENT PHYSICAL	438.00	72483	7/26/2023
FASTENAL COMPANY	SUPPLIES	209.44	72484	7/26/2023
FED EX	SHIPPING CHARGES	38.24	72485	7/26/2023
FIRST BANK	MINI EXCAVATOR LEASE PAYMENT	8,500.00	72486	7/26/2023
FREDONIA TRUE VALUE HARDWARE	SUPPLIES	508.42	72487	7/26/2023
G & W FOODS	SUPPLIES	1,122.96	72489	7/26/2023
GALLS LLC	UNIFORMS	57.99	72490	7/26/2023
GODFREY'S INDOOR SHOOTING &	PD UNIFORMS	2,650.48	72491	7/26/2023
HACH COMPANY	LAB SUPPLIES	654.39	72492	7/26/2023
HAWKINS INC	CHEMICALS	7,139.34	72493	7/26/2023
INDEPENDENCE DAILY REPORTER	LINEMAN AD	357.00	72494	7/26/2023
INDUSTRIAL SALES COMPANY INC	GAS SUPPLIES	160.39	72495	7/26/2023
MARC A JIMENEZ	DUPLICATE PAYMENT REFUND	122.00	72496	7/26/2023
KANSAS STATE TREASURER	GO BONDS-NEW POLICE FACILITY	64,149.50	72497	7/26/2023
NKC Tire	TIRES	765.56	72498	7/26/2023
KANSAS DEPT OF HEALTH & ENVIRO	Q9000 2ND QTR TESTING	828.00	72499	7/26/2023
LANDIS+GYR TECHNOLOGY INC	JULY 2023 AMR	950.00	72500	7/26/2023
LAWSON PRODUCTS	SUPPLIES	764.53	72501	7/26/2023

MELS PRINTING	BUSINESS CARDS	28.95	72502	7/26/2023
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	33.00	72503	7/26/2023
MIDWEST COMPUTER SALES	IT SERVICES	667.45	72504	7/26/2023
NEODESHA AUTO SUPPLY	SUPPLIES	549.21	72506	7/26/2023
ORSCHELNS	UNIFORMS & SUPPLIES	317.40	72507	7/26/2023
PATRIOT SERVICE COMPANY	SANITATION UNITS	200.00	72508	7/26/2023
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	2,638.73	72509	7/26/2023
PEREGRINE CORPORATION	UNIFORM SHIRTS	233.84	72510	7/26/2023
PETTY CASH	PETTY CASH REIMBURSEMENT	160.33	72511	7/26/2023
PITNEY BOWES	POSTAGE FOR METER	1,099.11	72512	7/26/2023
PITNEY BOWES INC	POSTAGE SUPPLIES	631.74	72513	7/26/2023
PLATINUM CHEMICALS INC	CHEMICALS	454.00	72514	7/26/2023
PRAIRIELAND PARTNERS LLC	REPAIR	151.35	72515	7/26/2023
QUALITY MOTORS	NOZZLE	58.95	72516	7/26/2023
SEK GARAGE DOORS	GARAGE DOOR REPAIR	500.00	72517	7/26/2023
SENSIT TECHNOLOGIES	SENSOR CAP ASSEMBLY	179.12	72518	7/26/2023
SIGN DESIGN	UNIFORMS	210.00	72519	7/26/2023
SNAP-ON CREDIT LLC	MEMBERSHIP RENEWAL	162.50	72520	7/26/2023
TBS ELECTRONICS INC	RADIO	1,156.00	72521	7/26/2023
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	6,026.92	72522	7/26/2023
UNIFIRST CORPORATION	RUG/CLEANING SUPPLIES	290.04	72523	7/26/2023
US CELLULAR	TABLET CHARGES	51.57	72524	7/26/2023
A T & T	FIBER OPTIC SYSTEM	594.52	72227	6/19/2023
EVERGY	AIRPORT RUNWAY LIGHTS	78.54	72228	6/19/2023
SPARKLIGHT	INTERNET SERVICE	175.73	72229	6/19/2023
WEX BANK	FUEL	9,132.58	72230	6/19/2023
US CELLULAR	TABLET CHARGES	51.57	72231	6/19/2023
CASH	EMPLOYEE BIRTHDAYS	50.00	72232	6/19/2023
EMERGENCY FIRE EQUIPMENT	EXTRICATION EQUIPMENT	89,946.00	72233	6/19/2023
SHARON RHODES	BOGART BAND RIVERWALK OPENING	500.00	72234	6/19/2023
WILSON CO TREASURER	2023 DODGE DURANGO TAG	25.75	72235	6/19/2023
TEXAS DEPT OF PUBLIC SAFETY	DRIVING RECORD	6.00	72317	6/30/2023
NEOGOV	SOFTWARE SETUP	5,610.93	72318	6/30/2023
SPARKLIGHT	INTERNET SERVICE	190.06	72319	6/30/2023

CONSTELLATION NEWENERGY	MAY BILLING	30,091.20	72320	6/30/2023
VISA	SUPPLIES & MEMBERSHIP DUES	8,216.13	72321	6/30/2023
RUSTY ECK FORD	AMBULANCE REPAIR	3,710.69	72322	6/30/2023
US POST OFFICE	JUNE BILLING	347.43	72323	6/30/2023
JEFF HULL'S PAVING & SEAL COAT	ALLEY PROJECT	16,307.00	72324	6/30/2023
<b>****TOTAL****</b>		<b>377,934.63</b>		

<b>ACH ELECTRIC ENERGY STATEMENTS BILLED JULY 2023</b>
--

KMEA - SPA Hyrdro Project	June 2023 Service	3,498.74
KMEA - GRDA Power Supply Project	August 2023 Service	126,831.07
KMEA - Energy Mgmt Project No 3	June 2023 Service	84,648.40
<b>TOTAL ACH Electric Energy Statements</b>		<b>214,978.21</b>



## PROCLAMATION

### National Night Out 2023: Police ~ Community ~ Partnerships

**WHEREAS**, the National Association of Town Watch (NATW) is sponsors a unique, nationwide crime, drug and violence prevention program on entitled “National Night Out”; and

**WHEREAS**, the “National Night Out” celebration provides a unique opportunity for the City of Neodesha to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, The City of Neodesha plays a vital role in assisting the Neodesha Police Department through joint crime, drug and violence prevention efforts in Neodesha and is supporting “National Night Out” locally; and

**WHEREAS**, it is essential that all citizen of Neodesha, be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Neodesha; and

**WHEREAS**, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out” program;

**NOW, THEREFORE** I, MAYOR Devin Johnson, do hereby call upon all the citizens of Neodesha to join the City Of Neodesha and the National Association of Town Watch in sponsoring the “National Night Out” celebration.

**FURTHER, LET IT BE RESOLVED** THAT, I, Mayor Devin Johnson, do hereby proclaim Tuesday, August 1, 2023, as “NATIONAL NIGHT OUT” in Neodesha, Kansas.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Neodesha to be affixed this 26<sup>th</sup> day of July, 2023.

ATTEST:

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

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

## CITY OF NEODESHA

### RESOLUTION NO. 23-15

**NOW**, on this 26<sup>th</sup> day of July, 2023, at a regular meeting of the Governing Body of the City of Neodesha, Kansas, the following Resolution was adopted.

**WHEREAS**, the Bank of Commerce; the Equity Bank of Neodesha; and the Community National Bank of Neodesha, Kansas, have been designated as depositories for the funds of the City of Neodesha, Kansas; and

**WHEREAS**, certain officers and Commissioners of the City of Neodesha, Kansas, have been designated and authorized to deposit and withdraw said funds upon checks, drafts, notes, or orders of the City of Neodesha, Kansas.

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

**Section 1.** That the Bank of Commerce of Neodesha, Kansas, be and it is hereby designated a depository of the City of Neodesha, Kansas, for its General Account 010111; Petty Cash Account 104361; Flexi-Vest Account 751278; Fire Insurance Proceeds Fund Account 753564; Employee Benefits Account 116912; Raw Water Project Bond Account 3001673; Emergency Equipment Reserve Fund Account 3006011; and Norman No Oil Well and Museum Account 3004025; and that the funds in said accounts so deposited may be withdrawn upon a check, draft, note, or order of the City of Neodesha, Kansas.

**Section 2.** That all checks, drafts, notes or orders drawn against the General Account 010111 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Emily Vail-Keller	Commissioner
Anita Buchanan	Interim Treasurer
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

**Section 3.** That all checks, drafts, notes or orders drawn against the Flexi-Vest Account 751278, and the Fire Insurance Proceeds Fund Account 753564 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Emily Vail-Keller	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

**Section 4.** That all checks, drafts, notes or orders drawn against the Petty Cash Account 104361 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Rhonda Howell	Assistant City Clerk
Anita Buchanan	Utility Billing Supervisor

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

**Section 5.** That all checks, drafts, notes or orders drawn against Raw Water Project Bond Account 3001673; and Norman No Oil Well and Museum Account 3004025 shall be signed by two of the following:

<u>NAME</u>	<u>TITLE</u>
Stephanie Fyfe	City Clerk
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Emily Vail-Keller	Commissioner
Eddy R. Truelove	City Administrator

**Section 6.** That all checks, drafts, notes or orders drawn against Employee Benefits Account 116912 shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Emily Vail-Keller	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

**Section 7.** That all checks, drafts, notes or orders drawn against the Emergency Equipment Reserve Fund Account 3006011 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Emily Vail-Keller	Commissioner
Anita Buchanan	Interim Treasurer
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

**Section 8.** That the signatures mentioned in Sections 2, 3, 4, 5, and 6 above shall be duly certified to said Bank of Commerce of Neodesha, Kansas; and that no checks, drafts, notes or orders drawn against said Bank shall be valid unless so signed. That said Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not.

**Section 9.** That Equity Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Emily Vail-Keller	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

**Section 10.** That the Community National Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
J. D. Moffatt	Vice Mayor
Emily Vail-Keller	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

**Section 11.** That this Resolution shall take effect upon its adoption by the Governing Body of the City of Neodesha, Kansas.

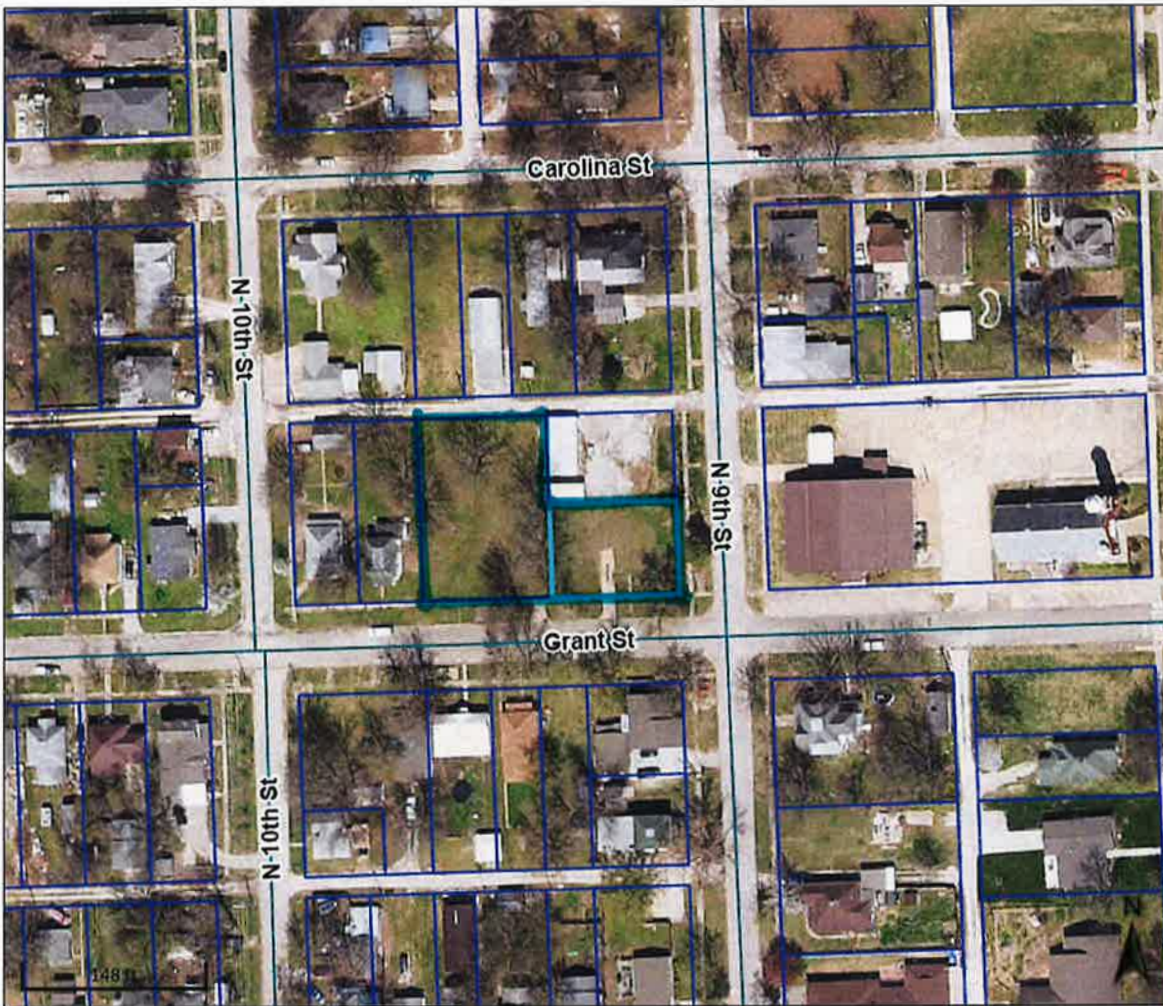
**ADOPTED AND APPROVED** by the governing body of the City of Neodesha, Kansas this 26<sup>th</sup> day of July, 2023.

ATTEST:

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

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





Overview



Legend

-  PLS Townships
-  City Limits
-  State Highways
-  Federal Highways
-  Roads
-  Parcels

Parcel ID 1031942002015009000  
Sec/Twp/Rng 20-30-16  
Property Address 904 GRANT  
Neodesha

Alternate ID R8431  
Class E - Exempt  
Acreage n/a

Owner Address UNIFIED SCHOOL DIST #461  
P O BOX 88  
NEODESHA, KS 66757

District 006

Brief Tax Description S J SHUTT'S ADDITION, S20, T30, R16, BLOCK 002, S 73' LTS 21-24 SECTION 20 TOWNSHIP 30 RANGE 16  
(Note: Not to be used on legal documents)

*Disclaimer: Map features are representations of original data sources and do not intend to replace or modify land surveys, deeds or other legal instruments used to describe land ownership or use. Every effort has been made to assure accuracy of data displayed on this map. Information contained on this map may have changed since such information was compiled. Under no circumstances shall Wilson County be responsible to any party for any costs, expenses, damages, to any person or property arising from the use, misuse, sale or reliance on this map.*

Date created: 7/24/2023

Last Data Uploaded: 7/21/2023 6:23:03 PM

Developed by  **Schneider**  
GEOSPATIAL



July 14, 2023

Honorable Mayor and City Commission  
City of Neodesha, Kansas  
P.O. Box 336  
Neodesha, Kansas 66757

We are pleased to confirm our understanding of the services we are to provide the City of Neodesha, Kansas for the year ended December 31, 2023.

**Audit Scope and Objectives**

We will audit the financial statement of the City of Neodesha as of and for the year ended December 31, 2023. It is agreed that the basis of presentation of the financial statement will demonstrate compliance with the regulatory basis of accounting. It is further agreed that the municipality shall pass, by resolution, a waiver of the requirements of the law relating to the preparation of the financial statement and financial reports that conform to generally accepted accounting principles as provided by K.S.A. 75-1120a (c).

We have also been engaged to report on supplementary information that accompanies the City of Neodesha's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statement as a whole in a report combined with our auditor's report on the financial statement:

- 1) Summary of Expenditures – Actual and Budget – Regulatory Basis (Budget Funds only)
- 2) Schedule of Receipts and Expenditures – Actual and Budget – Regulatory Basis
- 3) Agency Funds – Schedule of Receipts and Disbursements -Regulatory Basis

The objectives of our audit are to obtain reasonable assurance as to whether the financial statement as a whole is free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statement is fairly presented, in all material respects, in conformity with the regulatory basis of accounting; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statement.

---

Jarred, Gilmore & Phillips, PA  
CERTIFIED PUBLIC ACCOUNTANTS

412 MAIN, P.O. BOX 97  
NEODESHA, KANSAS 66757  
(620) 325-3430

1815 S. SANTA FE, P.O. BOX 779  
CHANUTE, KANSAS 66720  
(620) 431-6342

16 W. JACKSON  
IOLA, KANSAS 66749  
(620) 365-3125

[www.jgppa.com](http://www.jgppa.com)

**Auditor's Responsibilities for the Audit of the Financial Statement**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statement does not relieve you of your responsibilities.

**Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statement, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City of Neodesha's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also assist in preparing the financial statement of the City of Neodesha in conformity with the regulatory basis of accounting based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Responsibilities of Management for the Financial Statement**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of a financial statement that is free from a material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statement in conformity with the regulatory basis of accounting with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statement, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statement and related matters.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Jarred, Gilmore & Phillips, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Kansas or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jarred, Gilmore & Phillips, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Kansas or its designee. The State of Kansas or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Neil L. Phillips, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Jarred, Gilmore & Phillips, PA's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

It is our understanding that your intent in engaging us is that the financial statement we render to you under this agreement will be made available to the State of Kansas Division of Accounts and Reports. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm, or corporation for any purpose not specified hereinabove. Consequently, no other person, firm, or corporation is entitled to rely upon these professional services for any purpose without our express, written agreement. This engagement letter embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in writing signed by all the parties. It is agreed that venue and jurisdiction involving any matters arising out of this engagement letter is in the State of Kansas.

Disputes arising under this agreement (including the scope, nature, and quality of services to be performed by us, our fees, and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We will perform the audit services for an amount not to exceed \$9,000.00, which includes travel and out-of-pocket costs. The City may be subject to a Single Audit in 2023 if Federal expenditures exceed \$750,000.00. If so, additional audit procedures will be required by the Single Audit Act. Our estimated fee for these additional services will be \$2,900.00, and a new engagement letter must be obtained.

These fees are based upon anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the audit. The following are examples of circumstances which could result in an increase in fees:

- accounting records that are not reconciled to detailed records and therefore, not ready to be audited,
- a significant change in the amount or type of accounting records maintained,
- change in personnel with a corresponding change in level and quality of work performed,
- additional significant state and/or federal grants not identified previously,
- issuance of long-term debt not identified previously for the purposes of new financing or refunding of previously issued long-term debt, or
- new GASB pronouncements that require additional compliance work.
- a greater than expected risk of material misstatement due to fraud.
- additional grant funding that requires additional compliance testing.

We would like to point out that we expect the proposal fee to be a maximum charge. As can be seen above, the additional charges would only be necessary due to unusual circumstances not foreseen when the audit proposal was prepared. If significant additional time is necessary, we would discuss it with you and arrive at a new fee estimate.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Reporting**

We will issue a written report upon completion of our audit of the City of Neodesha's financial statement. Our report will be addressed to the Honorable Mayor and City Commission of the City of Neodesha. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We appreciate the opportunity to be of service to the City of Neodesha and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jarred Gilmore & Phillip Phillips, PA".

JARRED, GILMORE & PHILLIPS, PA  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the **City of Neodesha, Kansas**.

Signature \_\_\_\_\_

Title \_\_\_\_\_

OPTION 1



**CDL**  
ELECTRIC

one company many solutions

1308 N. Walnut

Pittsburg, KS

620-231-6420

www.cdlsolution.com

## ARTWORK APPROVAL PROOF

☐ APPROVED

☐ APPROVED AS NOTED

☐ REVISE AND RESUBMIT

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

THIS PROOF/RENDERING IS THE SOLE  
PROPERTY OF CDL ELECTRIC CO., INC.,  
AND IS INTENDED FOR CUSTOMER  
APPROVAL ONLY

## REVISIONS

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_



## OPTION 2



**CDL**  
ELECTRIC  
one company *many solutions*

1308 N. Walnut  
Pittsburg, KS  
620-231-6420  
www.cdlsolution.com

## ARTWORK APPROVAL PROOF

- ☐ APPROVED
- ☐ APPROVED AS NOTED
- ☐ REVISE AND RESUBMIT
- DATE: \_\_\_\_\_

### SIGNATURE

THIS PROOF/RENDERING IS THE SOLE  
PROPERTY OF CDL ELECTRIC CO., INC.,  
AND IS INTENDED FOR CUSTOMER  
APPROVAL ONLY

## REVISIONS

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Neodesha FCCLA would like to hold our officers retreat at Riverwalk Park on August 5th. We would like to set up on the south side of the pond around the shade trees. We plan to grill hamburgers and hot dogs, play volleyball, corn hole, and plan an amazing year of events for FCCLA. We plan to meet from noon to three o'clock. Thank you in advance for considering letting Neodesha FCCLA to hold our retreat at Riverwalk Park.

- Crissie Babcock (Crissie Babcock)  
FCCLA Advisor.