

# Agenda

City Commission of the City of Neodesha, KS  
December 9, 2020 2:00 p.m.

## 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 November 25, 2020 Minutes
- Appropriation (2020) 23
- Raw Water Project Bond Appropriation No. 82
- Gas Line Project Appropriation No. 19

## Item 4: Business Items to Consider

- A. Ordinance: Dangerous Structures, 906 Church Street
- B. Notice to Proceed: Tri-Star Utilities Inc
- C. Water Plant Farm Lease Agreement
- D. Discuss Property Sale to Neodesha Plastics
- E. Discuss Holiday Bonus for Employees

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

Wednesday, December 23, 2020 at 2:00 p.m. – Regular Meeting, City Hall

## Item 6: Executive Session:

## Item 7: Adjournment

# **AGENDA COMMENTS**

## **CITY COMMISSION MEETING**

### **December 9, 2020**

#### **Additions to the Agenda**

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

#### **Consent Agenda**

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

#### **Business Items to Consider**

##### **4.A: Ordinance: Dangerous Structures, 906 Church Street**

The Commission is asked to approve Ordinance 1740, providing authority for the structures located at 906 Church Street to be demolished and the property to be made safe. This is a property for which the City is holding insurance proceeds. The owner has failed to demolish the structures and make the property safe.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1740, directing the removal of certain dangerous and unsafe structures at 906 Church Street.*

##### **4.B: Notice to Proceed: Tri-Star Utilities Inc**

The Commission is asked to approve the Notice to Proceed for Tri-Star Utilities, Inc, for the Lift Station and Sewer Line improvements.

**RECOMMENDED MOTION:** *I move to approve the Notice to Proceed for Tri-Star Utilities, for the Lift Station and Sewer Line improvements.*

##### **4.C: Water Plant Farm Lease Agreement**

All of the City's farm leases were renewed in December 2019 for the calendar year 2020. Regarding the farm lease known as the Water Plant Farm Lease, this lease was also approved for 2020, but due to the raw water intake and dam repair projects, we have had to reduce the acreage that was approved under the original lease, from 60 acres to 54 acres. At present, I have sent the addendum to our City Attorney for his approval. With the City Attorney's approval, Staff is asking the Commission to approve the addendum to the water plant farm lease.

**RECOMMENDED MOTION:** *I move to approve the farm lease addendum to the Water Plant Farm Lease with Zack Mahaffey.*

##### **4.D: Discuss Property Sale to Neodesha Plastics**

The Commission will welcome Mitchell Peitz to discuss the purchase of City-owned property located near Neodesha Plastics, on Tank Street.

**RECOMMENDED MOTION: *N/A***

**4.E: Discuss Holiday Bonus for Employees**

**RECOMMENDED MOTION: *To be determined...***

**Item 6: Executive Session**

**EXECUTIVE SESSION: Non-Elected Personnel**

I move to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, and Chief Banzet to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the Commission Room at \_\_\_\_ p.m.

The Board of Commissioners met in regular session in the Commission Room at City Hall practicing social distancing at 2:00 p.m. on Wednesday, November 25, 2020 with Mayor Johnson presiding, Commissioner Nichol present and Commissioner Moffatt present via telephone due to being quarantined.

Commissioner Nichol moved to approve the agenda as presented with the addition of Item 4C: Discuss Fir Street Drainage Ditch and 4D: 2021 WMC Get Fit Lease. Seconded by Commissioner Moffatt. Motion carried.

Commission and Administrator Reports were heard.

Community Development Director report was heard.

Public Comments were invited and heard.

Commissioner Moffatt moved to approve the Consent Agenda consisting of the minutes from the November 11, 2020 meeting; Appropriation (2020) 22; and Gas Line Project Appropriation No. 18. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the commission regarding Ordinance 1738 calling for the KS Department of Revenue to begin collecting the sales tax on our behalf beginning April 1, 2021. Discussion held.

#### **ORDINANCE NO. 1738**

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS, AUTHORIZING THE LEVY OF A ONE PERCENT (1%) CITY-WIDE RETAILERS' SALES TAX AND RELATED MATTERS.** *(a complete copy of this Ordinance can be viewed in the City Clerk's office)*

Commissioner Nichol moved to adopt Ordinance 1738, authorizing the levy of a one-percent city-wide retailers' sales tax. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding Ordinance 1739 that addressed the reworking of Chapter 26 of the City Code on Nuisances. Discussion held.

#### **ORDINANCE NO. 1739**

**AN ORDINANCE AMENDING CHAPTER 26 OF THE NEODESHA CITY CODE DEALING WITH NUISANCES, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.** *(a complete copy of this Ordinance can be viewed in the City Clerk's office)*

Commissioner Moffatt moved to adopt Ordinance 1739, amending Chapter 26 of the Neodesha City Code relating to Nuisances. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding issues residents are having with receiving their US mail along the Fir Street corridor, between Skyline Drive and Orchard Lane. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the lease with Wilson Medical Center for the Get Fit Building. Discussion held.

Commissioner Nichol moved to approve the 2021 Get Fit Lease with Wilson Medical Center as presented. Seconded by Commissioner Moffatt. Motion carried with Mayor Johnson abstaining from the vote due to a possible conflict of interest being his spouse is employed by Wilson Medical Center.

Administrator Truelove addressed the Commission regarding the 2021 AirMedCare Agreement and Insurance Policy. Discussion held.

Commissioner Moffatt moved to renew the City's AirMedCare insurance policy for 2021 at a cost of \$13,562. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of two ventilators for the City's EMS Department. Discussion held.

Commissioner Nichol moved to approve the purchase of two ventilators for the EMS Department at a grant-share cost not to exceed \$5,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resignation from the Economic Development Committee. Discussion held.

Commissioner Moffatt moved to accept Walt Olson's resignation from the Economic Development Committee. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a Holiday Bonus for City Employees. Discussion held.

Commissioner Nichol moved to table the decision of this item until the December 9, 2020 meeting. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove requested a discussion be held regarding COVID-19 response in light of the recent Executive Order from the Governor (EO-68). Discussion held. No action taken.

Commissioner Nichol moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, Dr. F.A. Moorhead Jr., MD, Kelly Fitzmorris-Odell and Danelle Brown of Wilson Medical Center, in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 4:50 p.m. Seconded by Commissioner Moffatt. Motion carried.

*(continued on next page)*

Neodesha, Kansas  
November 25, 2020  
*(continued from previous page)*

At 4:50 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action taken.

Commissioner Nichol moved to extend the 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 because it might invade the privacy of those discussed. Dr. Moorhead and staff from Wilson Medical Center then exited the Executive Session. The open meeting will resume in the Commission Room at 5:00 p.m. Seconded by Commissioner Moffatt. Motion carried

At 5:00 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action taken.

The next regular meeting of the Governing Body will be held in the great room at City Hall on Wednesday, December 9, 2020 at 2:00 p.m.

At 5:05 p.m. Commissioner Nichol moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

# APPROPRIATIONS REPORT

ORDINANCE NO 23

12/9/2020

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	FIBER OPTIC SYSTEM	761.98	68010	12/9/2020
AIRMEDCARE NETWORK	MUNICIPAL SITE MEMBERSHIP	13,562.00	68011	12/9/2020
AIROSOL COMPANY, INC	HAND SANITIZER	114.72	68012	12/9/2020
CARTER AUTO PARTS	AUTO PARTS & SUPPLIES	45.60	68013	12/9/2020
CINTAS	FIRST AID SUPPLIES	72.90	68014	12/9/2020
CORE & MAIN	SUPPLIES	3,755.95	68015	12/9/2020
CULLIGAN OF INDEPENDENCE	DECEMBER WATER SERVICE	237.75	68016	12/9/2020
CUMMINS CENTRAL POWER LLC	PUMPER REPAIR	75.81	68017	12/9/2020
D & D AUTO REPAIR & ALIGNMENT	BATTERIES	279.00	68018	12/9/2020
D C & B SUPPLY INC	GAS METERS	4,492.50	68019	12/9/2020
FED EX	SHIPPING CHARGES	33.37	68020	12/9/2020
FREDONIA NAPA PARTS & SERVICE	AUTO PARTS & SUPPLIES	134.62	68021	12/9/2020
GALLS LLC	UNIFORMS	444.68	68022	12/9/2020
GRANT COUNTY TREASURER	TAXES ON STORED GAS	238.00	68023	12/9/2020
HICKMAN ENVIRONMENTAL SERVICES	VACUUM PUMP REPAIR KIT	371.70	68024	12/9/2020
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	858.55	68025	12/9/2020
INDUSTRIAL SALES COMPANY INC	SUPPLIES	99.84	68026	12/9/2020
KANSAS ONE-CALL SYSTEM, INC	NOVEMBER LOCATES	186.00	68027	12/9/2020
KEY EQUIPMENT & SUPPLY CO	SUPPLIES	446.48	68028	12/9/2020
LAKELAND OFFICE SYSTEMS	COPIER MAINTENANCE	164.40	68029	12/9/2020
LANDIS+GYR TECHNOLOGY INC	AUTOMATED METERING	950.00	68030	12/9/2020
LITTLE BEAR TIRE	TIRE REPAIR	89.00	68031	12/9/2020
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	717.24	68032	12/9/2020
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,420.43	68033	12/9/2020
MID-AMERICAN RESEARCH CHEMICAL	DRY-MOLY LUBRICANT	202.03	68034	12/9/2020
MIDWEST COMPUTER SALES	IT SERVICES	873.63	68035	12/9/2020
NEODESHA AUTO SUPPLY	OIL FILTER	388.36	68037	12/9/2020
O'REILLY AUTOMOTIVE INC	AUTO PARTS	21.70	68038	12/9/2020
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICES	877.03	68039	12/9/2020

PORTER DRUG STORE	MED SUPPLIES	88.37	68040	12/9/2020
PRAIRIE FIRE COFFEE	COFFEE SERVICE	73.81	68041	12/9/2020
QUILL CORPORATION	OFFICE SUPPLIES	23.29	68042	12/9/2020
REYNOLDS PLUMBING & ELECTRIC	AC REPAIR-SR CENTER	105.00	68043	12/9/2020
SEK COOP INC	PROPANE	758.86	68044	12/9/2020
SIGN DESIGN	UNIFORMS	367.00	68045	12/9/2020
SOUTHEAST KANSAS LIVING	WINTER ADVERTISING	50.00	68046	12/9/2020
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	1,788.10	68047	12/9/2020
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	165.00	68048	12/9/2020
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	370.75	68049	12/9/2020
ULINE	95 GAL TRASH CAN W/WHEELS	333.22	68050	12/9/2020
US CELLULAR	CELL PHONE CHARGES	398.19	68051	12/9/2020
EVERGY	STREETLIGHTS@OTTAWA	108.16	68052	12/9/2020
WESTERN AUTO	SUPPLIES	11.50	68053	12/9/2020
WILSON COUNTY TREASURER	1ST HALF PROPERTY TAXES	752.89	68054	12/9/2020
WILSON MEDICAL CENTER	NOVEMBER TAX DISTRIBUTION	23,740.06	68055	12/9/2020
WOODS LUMBER COMPANY	DOOR BOTTOM	15.99	68056	12/9/2020

\*\*\*\*TOTAL\*\*\*\*

62,065.46

**RAW WATER PROJECT BOND**  
**APPROPRIATION 82**  
**December 9, 2020**

Vendor	Invoice No	Check No	Amount	Description
Maguire Iron Inc	PR 2	1221	228,950.00	Construction
Orr Wyatt Streetscapes	PR 16v2	1222	49,210.91	Construction
PEC Engineering	523296	1223	1,017.66	Engineering
PEC Engineering	523297	1223	2,410.00	Engineering
PEC Engineering	523298	1223	2,800.94	Engineering
PEC Engineering	523299	1223	3,600.00	Engineering
<b>GRAND TOTAL</b>			<b><u>287,989.51</u></b>	

Approved the day above written.

\_\_\_\_\_

*Devin Johnson, Mayor*

Attest

\_\_\_\_\_

*Stephanie Fyfe, City Clerk*



**Contractor's Application for Payment No. 2**

Application Period: 11/01/2020 - 11/30/2020		Application Date: 11/30/2020
To (Owner): City of Neodesha, KS	From (Contractor): Maguire Iron, Inc.	Via (Engineer): Professional Engineering Consultants
Project: New 200,000 Gallon Elevated Water Storage Tank	Contract:	
Owner's Contract No.: N/A	Contractor's Project No.: N/A	Engineer's Project No.: 35-180004-012-2005

**Application For Payment**


**Change Order Summary**

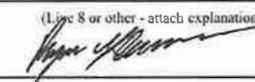
Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$1,171,000.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	
			3. Current Contract Price (Line 1 ± 2).....	\$	\$1,171,000.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	\$361,900.00
			5. RETAINAGE:		
			a. 5% X \$361,900.00 Work Completed.....	\$	\$18,095.00
			b. 5% X _____ Stored Material.....	\$	
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$18,095.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$343,805.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$114,855.00
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$228,950.00
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	\$827,195.00
TOTALS					
NET CHANGE BY					
CHANGE ORDERS					

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:  
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

By:  Date: 11/30/2020

Payment of: \$ **228,950.00**  
(Line 8 or other - attach explanation of the other amount)  
is recommended by:  12/3/2020  
(Engineer) (Date)  
Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)  
is approved by: \_\_\_\_\_  
(Owner) (Date)  
Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

### Progress Estimate - Lump Sum Work

## Contractor's Application

For (Contract): New 200,000 Gallon Elevated Water Storage Tank				Application Number: 2				
Application Period: 11/01/2020 - 11/30/2020				Application Date: 11/30/2020				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Item No.	Description	Scheduled Value (\$)	From Previous Application (C--D)	This Period				
1	200,000 Gallon EST							
1.1	Design Drawings, Insurance, Bonds	\$75,000.00	\$75,000.00			\$75,000.00	100.0%	
1.2	Foundation	\$194,000.00		\$194,000.00		\$194,000.00	100.0%	
1.3	Steel Receipt	\$79,000.00	\$45,900.00	\$33,100.00		\$79,000.00	100.0%	
1.4	Shop Fabrication	\$268,250.00		\$13,900.00		\$13,900.00	5.2%	\$254,350.00
1.5	Shop Preparation and Painting	\$15,000.00						\$15,000.00
1.6	Steel Delivery	\$15,000.00						\$15,000.00
1.7	EST Erection	\$143,000.00						\$143,000.00
1.8	Field Painting	\$80,000.00						\$80,000.00
1.9	Electrical	\$51,000.00						\$51,000.00
2	Little Bear Tank Rehab	\$190,000.00						\$190,000.00
3	Concrete Pavement	\$7,150.00						\$7,150.00
4	Fencing	\$6,600.00						\$6,600.00
5	Erosion Control	\$500.00						\$500.00
6	Site Clearing and Restoration	\$1,500.00						\$1,500.00
7	Demolition	\$40,000.00						\$40,000.00
A2	Water Tower Logo	\$5,000.00						\$5,000.00
	Totals	\$1,171,000.00	\$120,900.00	\$241,000.00		\$361,900.00		\$809,100.00

Contractor's Application for Payment No.		16 v2
Application Period: 10/23/20 to 11/20/20		Application Date: 12/24/2020
To (Owner): City of Neodesha, KS	From (Contractor): Orr Wyatt Streetscapes	Via (Engineer): Professional Engineering Consultants
Project: Neodesha 12" Waterline Improvements	Contract: Neodesha 12" Waterline Improvements	
Owner's Contract No.:	Contractor's Project No.: 198	PEC Project #: 35-180004-004-2005

**Application For Payment  
Change Order Summary**

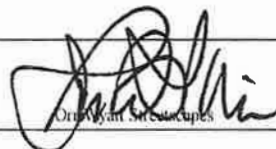
Approved Change Orders		
Number	Additions	Deductions
CO 2	\$27,543.00	-\$12,815.90
<b>TOTALS</b>	<b>\$27,543.00</b>	<b>-\$12,815.90</b>
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>\$14,727.10</b>	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,560,623.55
2. Net change by Change Orders.....	\$	\$14,727.10
3. Current Contract Price (Line 1 + 2).....	\$	\$1,575,350.65
4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate).....	\$	\$1,529,456.62
5. RETAINAGE:		
a. 5%     X     \$1,529,456.62 Total Completed and Stored	\$	\$76,472.83
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$1,452,983.79
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,403,772.88
8. AMOUNT DUE THIS APPLICATION.....	\$	\$49,210.91
9. BALANCE TO FINISH, PLUS RETAINAGE (Column K on Progress Estimate + Line 5 above).....	\$	\$45,894.03

**Contractor's Certification**

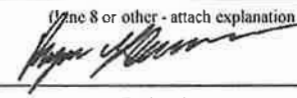
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:



Date:

11-25-2020

Payment of:	\$	<b>\$49,210.91</b>	(Line 8 or other - attach explanation of the other amount)
is recommended by:			11/25/2020
	(Engineer)		(Date)
Payment of:	\$		(Line 8 or other - attach explanation of the other amount)
is approved by:			
	(Owner)		(Date)
Approved by:			
	Funding Agency (if applicable)		(Date)

# Progress Estimate

# Contractor's Application

For (contract) Neodesha 12" Waterline Improvements										Application Number:		16 v2		
Application Period: 10/23/20 to 11/20/20										Application Date: 12/24/2020				
A			B		C		D	E	F	G	H	I	J	K
Bid Item No.	Description	Bid Quantity	Unit	Unit Price	Total	Units Previously Installed	Value Previously Installed	Units Installed This Period	Value Installed This Period	Materials Presently Stored (not in G)	Total Completed and Stored to Date (E+G+H)	% (I/C)	Balance to Finish	
	Base Bid													
1	12" Waterline **	4,720	LF	67.95	\$ 320,724.00	4671.01	\$ 317,395.13		\$ -		\$ 317,395.13	99.0%	\$ 3,328.87	
2	12" RJ Waterline by DD **	6,948	LF	103.75	\$ 720,855.00	6948	\$ 720,855.00		\$ -		\$ 720,855.00	100.0%	\$ -	
3	12" RJ Waterline (Through Casing)	26	LF	140.20	\$ 3,645.20	26	\$ 3,645.20		\$ -		\$ 3,645.20	100.0%	\$ -	
4	12" Valve Assemblies **	16	EA	3,775.00	\$ 60,400.00	16	\$ 60,400.00		\$ -		\$ 60,400.00	100.0%	\$ -	
5	12" Anchored Valve Assembly	3	EA	4,855.00	\$ 14,565.00	2	\$ 9,710.00		\$ -		\$ 9,710.00	66.7%	\$ 4,855.00	
6	20" Steel Casing by Open Cut	24	LF	107.85	\$ 2,588.40	24	\$ 2,588.40		\$ -		\$ 2,588.40	100.0%	\$ -	
7	Fire Hydrant Assemblies	17	EA	5,285.00	\$ 89,845.00	16	\$ 84,560.00		\$ -		\$ 84,560.00	94.1%	\$ 5,285.00	
8	Air Release Assemblies	2	EA	2,265.00	\$ 4,530.00	1	\$ 2,265.00	1	\$ 2,265.00		\$ 4,530.00	100.0%	\$ -	
9	8" Waterline	288	LF	97.05	\$ 27,950.40	218.85	\$ 21,239.39	42.75	\$ 4,148.89		\$ 25,388.28	90.8%	\$ 2,562.12	
10	8" Waterline by Directional Drill	96	LF	86.25	\$ 8,280.00	96	\$ 8,280.00		\$ -		\$ 8,280.00	100.0%	\$ -	
11	8" Valve Assembly **	3	EA	2,480.00	\$ 7,440.00	3	\$ 7,440.00		\$ -		\$ 7,440.00	100.0%	\$ -	
12	6" Waterline	288	LF	86.25	\$ 24,840.00	278.6	\$ 24,029.25	9.4	\$ 810.75		\$ 24,840.00	100.0%	\$ -	
13	6" Valve Assembly	13	EA	1,835.00	\$ 23,855.00	14	\$ 25,690.00		\$ -		\$ 25,690.00	107.7%	\$ (1,835.00)	
14	4" Waterline	115	LF	73.35	\$ 8,435.25	117.6	\$ 8,625.96		\$ -		\$ 8,625.96	102.3%	\$ (190.71)	
15	4" Valve Assembly	4	EA	1,725.00	\$ 6,900.00	4	\$ 6,900.00		\$ -		\$ 6,900.00	100.0%	\$ -	
16	12"x12" Tapping Sleeve and Valve	2	EA	8,090.00	\$ 16,180.00	2	\$ 16,180.00		\$ -		\$ 16,180.00	100.0%	\$ -	
17	6"x6" Tapping Sleeve and Valve	1	EA	3,775.00	\$ 3,775.00		\$ -		\$ -		\$ -		\$ 3,775.00	
18	Connect to Existing	20	EA	1,615.00	\$ 32,300.00	21	\$ 33,915.00		\$ -		\$ 33,915.00	105.0%	\$ (1,615.00)	
19	Waterline Abandonment	1	LS	3,235.00	\$ 3,235.00		\$ -	1	\$ 3,235.00		\$ 3,235.00	100.0%	\$ -	
20	Remove and Replace Pavement	528	LF	53.90	\$ 28,459.20		\$ -	528	\$ 28,459.20		\$ 28,459.20	100.0%	\$ -	
21	Remove and Replace Gravel **	1,004	LF	5.05	\$ 5,070.20	929	\$ 4,691.45		\$ -		\$ 4,691.45	92.5%	\$ 378.75	
22	Service Reconections (Short)	22	EA	1,725.00	\$ 37,950.00	13	\$ 22,425.00	3	\$ 5,175.00		\$ 27,600.00	72.7%	\$ 10,350.00	
23	Service Reconections (Long)	47	EA	2,375.00	\$ 111,625.00	34	\$ 80,750.00	5	\$ 11,875.00		\$ 92,625.00	83.0%	\$ 19,000.00	
24	Erosion Control	1	LS	4,315.00	\$ 4,315.00	0.94	\$ 4,056.10	0.06	\$ 258.90		\$ 4,315.00	100.0%	\$ -	
25	Site Clearing and Restoration	1	LS	5,390.00	\$ 5,390.00	0.94	\$ 5,066.80	0.06	\$ 323.40		\$ 5,390.00	100.0%	\$ -	
CO 2	Install 12" valve provied by city	1	LS	2,198.00	\$ 2,198.00	1	\$ 2,198.00		\$ -		\$ 2,198.00	100.0%	\$ -	
		Original Contract Price			\$ 1,575,350.65		\$ 1,472,905.48		\$ 56,551.14	\$ -	\$ 1,529,456.62	97.1%	\$ 45,894.03	

### Stored Material Summary

## Contractor's Application

For (contract):	Neodesha 12" Waterline Improvements						Application Number:			
							16 v2			
Application Period:	10/23/20 to 11/20/20						Application Date:			
							12/24/2020			
A	B	C	D	E		F		G		H
Invoice No.	Shop Drawing Transmittal No.	Bid Item	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (E + F - G)
				Date (Month/Year)	Amount (\$)	Date (Month/Year)	Amount (\$)	Date (Month/Year)	Amount (\$)	
622307						Jul-19	\$ 18,606.40	8/2019	\$18,606.40	
622326						Jul-19	\$ 2,103.09	9/2019	\$2,103.09	
622435						Jul-19	\$ 3,102.44	9/2019	\$3,102.44	
622569						Aug-19	\$ 90,793.80	12/2019	\$90,793.80	
622570						Aug-19	\$ 50,418.48	2/2020	\$50,418.48	
622608						Aug-19	\$ 11,045.40	2/2020	\$11,045.40	
623910						Aug-19	\$ 259.25	2/2020	\$259.25	
0622570-2						Sep-19	\$ 104,616.64	3/2020	\$104,616.64	
0622570-1						Sep-19	\$ 50,418.48	6/2020	\$50,418.48	
622574						Sep-19	\$ 54,288.36	7/2020	\$54,288.36	
0622575-1						Sep-19	\$ 34,661.10	10/2020	\$34,661.10	
622575						Aug-19	\$ 11,606.39	11/2020	\$11,606.39	
622577						Sep-19	\$ 2,329.50	11/2020	\$2,329.50	
			Totals				\$ 434,249.33		\$ 434,249.33	\$ -

**Invoice**

Stephanie Fyfe  
City Clerk  
City of Neodesha  
sfyfe@neodeshaks.org



November 30, 2020  
Project No: 180004-005  
Invoice No: 523296

Project 180004-005 Neodesha 8 inch Waterline  
Neodesha, KS

**Professional Services through October 31, 2020**

Level 1 02 Final Design

**Fee**

Total Fee 4,846.00

Percent Complete

86.00 Total Earned 4,167.56  
Previous Fee Billing 3,149.90  
Current Fee Billing 1,017.66

**Total Fee 1,017.66**

**Total this Level 1 \$1,017.66**

**Total Current Invoice \$1,017.66**

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

If you have questions regarding your outstanding invoices please call 316-206-1351.

**Invoice**

Stephanie Fyfe  
City Clerk  
City of Neodesha  
sfyfe@neodeshaks.org



November 30, 2020  
Project No: 180004-007  
Invoice No: 523297

Project 180004-007 Neodesha Additional Services  
Neodesha, KS

**Professional Services through October 31, 2020**

Level 1 09 O&M Manuals

**Professional Personnel**

	Hours	Rate	Amount	
Project Engineer 4	14.00	130.00	1,820.00	
Totals	14.00		1,820.00	
<b>Total Labor</b>				<b>1,820.00</b>
<b>Total this Level 1</b>				<b>\$1,820.00</b>

Level 1 14 Easement Prep

**Professional Personnel**

	Hours	Rate	Amount	
Project Engineer 4	1.00	130.00	130.00	
Project Engineer 2	4.00	115.00	460.00	
Totals	5.00		590.00	
<b>Total Labor</b>				<b>590.00</b>
<b>Total this Level 1</b>				<b>\$590.00</b>

**Total Current Invoice** \$2,410.00

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

If you have questions regarding your outstanding invoices please call 316-206-1351.

**Invoice**

Stephanie Fyfe  
City Clerk  
City of Neodesha  
sfyfe@neodeshaks.org



November 30, 2020  
Project No: 180004-008  
Invoice No: 523298

Project 180004-008 Neodesha SCADA System Improvements  
Neodesha, KS

**Professional Services through October 31, 2020**

Level 1 04 Construction Admin

**Fee**

Total Fee 12,182.00

Percent Complete

90.00 Total Earned 10,963.80  
Previous Fee Billing 8,162.86  
Current Fee Billing 2,800.94

**Total Fee 2,800.94**

**Total this Level 1 \$2,800.94**

**Total Current Invoice \$2,800.94**

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

If you have questions regarding your outstanding invoices please call 316-206-1351.



**Invoice**

Stephanie Fyfe  
City Clerk  
City of Neodesha  
sfyfe@neodeshaks.org



November 30, 2020  
Project No: 180004-012  
Invoice No: 523299

Project 180004-012 Neodesha 200k Gallon CBD Water Tower  
Neodesha, KS

**Professional Services through October 31, 2020**

Level 1 04 Construction Admin

**Fee**

Total Fee 6,000.00

Percent Complete

60.00 Total Earned 3,600.00  
Previous Fee Billing 0.00  
Current Fee Billing 3,600.00

**Total Fee 3,600.00**

**Total this Level 1 \$3,600.00**

**Total Current Invoice \$3,600.00**

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

If you have questions regarding your outstanding invoices please call 316-206-1351.

**CDBG/USDA GAS LINE GRANT  
APPROPRIATION 19  
December 9, 2020**

Vendor	Invoice No	Check No	Amount	Description
PEC Engineering	523295	1120	28,240.74	Engineering
<b>GRAND TOTAL</b>			<b><u>28,240.74</u></b>	

Approved the day above written.

*Devin Johnson, Mayor*

**Attest**

*Stephanie Fyfe, City Clerk*

**Invoice**

Stephanie Fyfe  
City Clerk  
City of Neodesha  
sfyfe@neodeshaks.org



November 30, 2020  
Project No: 171291-007  
Invoice No: 523295

Project 171291-007 Neodesha Gas Distribution System RPR Services  
Neodesha, KS

**Professional Services through October 31, 2020****Consultants**

Consultants - Reimbursable				
10/31/2020	T/J Inspection, Inc.	Invoice P119	4,275.00	
10/31/2020	T/J Inspection, Inc.	Invoice P120	4,275.00	
11/2/2020	T/J Inspection, Inc.	Invoice P121	4,275.00	
11/12/2020	T/J Inspection, Inc.	Invoice P123	4,275.00	
11/12/2020	T/J Inspection, Inc.	Invoice P122	4,275.00	
11/12/2020	T/J Inspection, Inc.	Invoice P124	4,275.00	
<b>Total Consultants</b>			<b>1.1 times</b>	<b>25,650.00 28,215.00</b>

**Reimbursable Expenses**

Meals - Reimbursable	25.74	
<b>Total Reimbursables</b>	<b>25.74</b>	<b>25.74</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	28,240.74	92,595.58	120,836.32
Limit			171,300.00
Remaining			50,463.68

**Total Current Invoice \$28,240.74**

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

If you have questions regarding your outstanding invoices please call 316-206-1351.

**ORDINANCE NO. 1740**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED ON, LEGAL DESCRIPTION: LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), BLOCK SIX (6) FORD'S ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 906 CHURCH, NEODESHA, KANSAS, AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURES, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH STRUCTURE IS LOCATED.**

**WHEREAS**, the governing body did after proper notice and hearing as provided by law make findings by Resolution 20-16 dated November 11, 2020, that the structure hereinafter described as unsafe and dangerous and did direct the owner of such structure to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structure to be razed and removed, and

**WHEREAS**, such resolution was published in the official city newspaper and copies of such resolution were mailed to each owner, agent, lienholder of record and occupants of such structures and were otherwise served as required by law, and

**WHEREAS**, the owner has wholly failed to commence the repair or removal of such structures; now therefore

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

Section 1 The enforcing officer is hereby authorized and directed to cause the dwelling located on LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), BLOCK SIX (6) FORD'S ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 906 CHURCH, NEODESHA, KANSAS, to be razed and removed and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

Section 2 The enforcing officer shall keep an account of the cost of the work and may sell the salvage from such structures and shall keep an account of the receipts therefrom as provided by law.

Section 3 All costs incurred by the city in the razing and removal of such structures and the making of the premises safe and secure shall be paid from moneys received from the sale of salvage therefrom and all moneys in excess of that necessary to pay such costs shall, after the payment of all costs, be paid to the owner of the premises upon which said structures were located: PROVIDED, that if there is no salvageable material or if moneys received from the sale of salvage is insufficient to pay the cost of such work, such costs or any portion thereof in excess of the amount received from the sale of salvage shall be assessed as a special assessment against the lots on which the structure was located and may be financed until the assessment is paid out of the general fund of the city.

Section 4 EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

**Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 9<sup>th</sup> day of December, 2020.**

ATTEST:

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

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

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**NOTICE TO PROCEED**

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Owner: City of Neodesha Owner's Contract No.:  
Contractor: Tri-Star Utilities, Inc. Contractor's Project No.:  
Engineer: Professional Engineering Consultants, P.A. Engineer's 35-180004-011-2005  
Project No.:  
Project: Neodesha Lift Station and Sanitary Sewer Improvements  
Contract Name:  
Effective Date of Contract: November 13, 2020

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**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **December 14, 2020**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is **150**, and the number of days to achieve readiness for final payment is **180**.

Before starting any Work at the Site, Paragraph 2.01.B of the General Conditions provides:  
that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

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Owner: City of Neodesha  
  
Authorized Signature  
By:  
Title: Ed Truelove, City Administrator  
Date Issued: 12/09/2020

Copy: Engineer

## FARM LEASE AGREEMENT – WATER PLANT

**THIS LEASE AGREEMENT**, made and entered into this **18<sup>th</sup>** day of **December, 2019** by and between the **CITY OF NEODESHA, KANSAS**, a Kansas Municipal Corporation, hereinafter referred to as Lessor, and **Zackery Mahaffey of 21374 200 Rd., Neodesha, Kansas**, hereinafter referred to as Lessee.

WITNESSETH:

That the said Lessor, in consideration of the agreements herein contained, does hereby rent, let and lease to the said Lessee, approximately 60 acres, more or less, of the cultivated land set on the following described property in Wilson County, State of Kansas, to-wit:

Commencing at the Southwest corner of the SE  $\frac{1}{4}$  of Section 19, Township 30, Range 16 East, thence East 110 rods, thence North 80 rods, thence West to a point 1311 feet West of the Northeast corner of the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of said Section 19, thence South 445 feet, thence West 400 feet to the center of Fall River, thence down the middle of Fall River following the meanderings thereof to the South line of said Section 19, thence East on said Section line about 34 rods 6 links to point of beginning, except a tract beginning at the center of Fall River 2 rods below the dam formerly used by Sprinkles Mill, later Adams Mill; thence South to a point 5 rods South of the water's edge on the South side of the River, thence East 16 rods, thence North to the center channel of said River, thence down the center of said River to point of beginning; Less designated area for Water Plant construction and access route for transporting dirt from the lagoon area;

Lease term shall be effective from **January 1, 2020** until **December 31, 2020** with an automatic annual renewal unless either side gives adequate notice of termination.

Provided, that in case any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said Lessor, its certain attorney, heirs, representative and assigns to re-enter into, repossess the said premises, and cause the said lessee, and each and every other occupant, to remove and put to.

That the said Lessee does hereby hire the said premises for the term of one (1) year and zero (0) months, as above mentioned, and does covenant and promise to pay to the said Lessor, its representatives and assigns, for rent of said premises for said terms One Hundred Six dollars (**\$106.00**) per year per acre. Lessee shall pay the rent for the coming year to Lessor by January 31 of each year.

Lessee further agrees to furnish all the seed for the sowing, and will cultivate and harvest crops at his own expense. Said Lessee further covenants and agrees:

1. That he will fertilize all crops according to needs of the land and apply chemicals, poisons and weed killers where needed.
2. That he will cultivate in good, careful and proper means all the tillable land now under cultivation, or hereinafter put in cultivation, and will allow no waste, and will at the proper time harvest the crops.
3. That Lessee agrees not to sublease said premises, or any part thereof, or assign this Lease without first obtaining the written consent of the Lessor.
4. No hunting will be allowed on any of the property.

It is further agreed by and between the parties hereto, as follows:

- (a) The Lessor covenants with Lessee that Lessee shall have the peaceful and quiet enjoyment and possession of the leased premises during the term of this lease, and shall keep up the fences in as good repair as they are now, and that Lessor reserved the right of free entry upon the premises for the purpose of making repairs or improvements thereon.
- (b) It is further agreed by and between the parties hereto that the Lessee agrees to indemnify and hold harmless the Lessor against all losses, damages and expense in consequence of death of or injury to persons whomsoever, or loss or destruction of or damage to property whatsoever and to

whomsoever, causing or directly contributed to by the use or occupancy of Lessee of the said leased premises or any act or omission of the Lessee, Lessee's agent, servants, employees, or invitees, while on or about the said premises.

- (c) This lease shall automatically renew for successive one year terms on the same terms and conditions as the original lease, unless either Lessor or Lessee notifies the other party in writing at least sixty (60) days prior to the expiration of the initial or any successive one year term that said lease will not automatically renew.
- (d) The Lessee covenants with Lessor that with the expiration of this lease he will give peaceful possession of all the premises not previously terminated or extended by reason of any crops growing thereon, to Lessor, and Lessee shall have the right to remove any crops that have not been harvested, within a reasonable time after the 30<sup>th</sup> of November, of the year of lease termination through no fault or neglect of the Lessee.
- (e) It is mutually agreed that all the covenants, terms and conditions of this lease shall extend, apply to, and firmly bind the parties hereto, and their heirs, executors, administrator, assigns and successors of the respective parties hereto, as fully as the respective parties hereunto are themselves bound.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands on the day and year last above written.

LESSOR: City of Neodesha, Kansas

By: \_\_\_\_\_  
Terry M. Harper, Mayor

ATTEST:

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

LESSEE: Zackery Mahaffey

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

## A M E N D M E N T

WHEREAS, the original Water Plant Farm Lease agreement, dated December 18, 2019, provided for the lease of approximately 60 acres, and

WHEREAS, the City's water and sewer projects have reduced the amount of tillable acreage by approximately 6 acres;

NOW THEREFORE, paragraph 1 of the lease agreement shall be changed to read as follows:

That the said Lessor, in consideration of the agreements herein contained, does hereby rent, let and lease to the said Lessee, approximately 54 acres, more or less, of the cultivated land set on the following described property in Wilson County, State of Kansas, to-wit:

Commencing at the Southwest corner of the SE  $\frac{1}{4}$  of Section 19, Township 30, Range 16 East, thence East 110 rods, thence North 80 rods, thence West to a point 1311 feet West of the Northeast corner of the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of said Section 19, thence South 445 feet, thence West 400 feet to the center of Fall River, thence down the middle of Fall River following the meanderings thereof to the South line of said Section 19, thence East on said Section line about 34 rods 6 links to point of beginning, except a tract beginning at the center of Fall River 2 rods below the dam formerly used by Sprinkles Mill, later Adams Mill; thence South to a point 5 rods South of the water's edge on the South side of the River, thence East 16 rods, thence North to the center channel of said River, thence down the center of said River to point of beginning; Less designated area for Water Plant construction and access route for transporting dirt from the lagoon area;

All other terms of the original agreement shall remain in full force and effect.

CITY OF NEODESHA

LESSEE

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

\_\_\_\_\_  
Zackery Mahaffey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

WITNESSED

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



## FARM LEASE AGREEMENT – WATER PLANT

**THIS LEASE AGREEMENT**, made and entered into this 9<sup>th</sup> day of **December, 2020** by and between the **CITY OF NEODESHA, KANSAS**, a Kansas Municipal Corporation, hereinafter referred to as Lessor, and **Zackery Mahaffey of 21374 200 Rd., Neodesha, Kansas**, hereinafter referred to as Lessee.

WITNESSETH:

That the said Lessor, in consideration of the agreements herein contained, does hereby rent, let and lease to the said Lessee, approximately 54 acres, more or less, of the cultivated land set on the following described property in Wilson County, State of Kansas, to-wit:

Commencing at the Southwest corner of the SE  $\frac{1}{4}$  of Section 19, Township 30, Range 16 East, thence East 110 rods, thence North 80 rods, thence West to a point 1311 feet West of the Northeast corner of the South  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of said Section 19, thence South 445 feet, thence West 400 feet to the center of Fall River, thence down the middle of Fall River following the meanderings thereof to the South line of said Section 19, thence East on said Section line about 34 rods 6 links to point of beginning, except a tract beginning at the center of Fall River 2 rods below the dam formerly used by Sprinkles Mill, later Adams Mill; thence South to a point 5 rods South of the water's edge on the South side of the River, thence East 16 rods, thence North to the center channel of said River, thence down the center of said River to point of beginning; Less designated area for Water Plant construction and access route for transporting dirt from the lagoon area;

Lease term shall be effective from **January 1, 2021** until **December 31, 2021** with an automatic annual renewal unless either side gives written notice of termination as set out in (c) below or either side breaches any of the terms hereof.

Provided, that in case any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said Lessor, its certain attorney, heirs, representative and assigns to re-enter into, repossess the said premises, and cause the said lessee, and each and every other occupant, to remove and put to.

That the said Lessee does hereby hire the said premises for the term of one (1) year and zero (0) months, as above mentioned, and does covenant and promise to pay to the said Lessor, its representatives and assigns, for rent of said premises for said terms One Hundred Six dollars (**\$106.00**) per year per acre. Lessee shall pay the rent for the coming year to Lessor by January 31 of each year.

Lessee further agrees to furnish all the seed for the sowing, and will cultivate and harvest crops at his own expense. Said Lessee further covenants and agrees:

1. That he will fertilize all crops according to needs of the land and apply chemicals, poisons and weed killers where needed.
2. That he will cultivate in good, careful and proper means all the tillable land now under cultivation, or hereinafter put in cultivation, and will allow no waste, and will at the proper time harvest the crops.
3. That Lessee agrees not to sublease said premises, or any part thereof, or assign this Lease without first obtaining the written consent of the Lessor.
4. No hunting will be allowed on any of the property.

It is further agreed by and between the parties hereto, as follows:

- (a) The Lessor covenants with Lessee that Lessee shall have the peaceful and quiet enjoyment and possession of the leased premises during the term of this lease, and shall keep up the fences in as good repair as they are now, and that Lessor reserved the right of free entry upon the premises for the purpose of making repairs or improvements thereon.
- (b) It is further agreed by and between the parties hereto that the Lessee agrees to indemnify and hold harmless the Lessor against all losses, damages and expenses, including attorney fees, in consequence of death of or injury to persons whomsoever, or loss or destruction of or damage to property whatsoever and to whomsoever, caused or directly contributed to by the use or occupancy

of Lessee of the said leased premises or any act or omission of the Lessee, Lessee's agent, servants, employees, or invitees, while on or about the said premises.

- (c) This lease shall automatically renew for successive one year terms on the same terms and conditions as the original lease, unless either Lessor or Lessee notifies the other party in writing at least sixty (60) days prior to the expiration of the initial or any successive one year term that said lease will not automatically renew.
- (d) The Lessee covenants with Lessor that with the expiration of this lease he will give peaceful possession of all the premises not previously terminated or extended by reason of any crops growing thereon, to Lessor, and Lessee shall have the right to remove any crops that have not been harvested, within a reasonable time after the 30<sup>th</sup> of November, of the year of lease termination through no fault or neglect of the Lessee.
- (e) It is mutually agreed that all the covenants, terms and conditions of this lease shall extend, apply to, and firmly bind the parties hereto, and their heirs, executors, administrator, assigns and successors of the respective parties hereto, as fully as the respective parties hereunto are themselves bound.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands on the day and year last above written.

LESSOR: City of Neodesha, Kansas

By: \_\_\_\_\_  
Devin Johnson, Mayor

ATTEST:

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

LESSEE: Zackery Mahaffey

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