

Agenda

City Commission of the City of Neodesha, KS
July 22, 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 July 8, 2020 Minutes
- Approval of July 16, 2020 Special Call Meeting Minutes
- Appropriation (2020) 14
- Raw Water Project Bond Appropriation No. 74
- Gas Line Project Appropriation No. 10

Item 4: Business Items to Consider

- A. 2019 Audit Presentation; Jarred, Gilmore & Phillips, PA
- B. Termination of Memorandum of Understanding with Westar Energy
- C. B & B Services Invoice: Water Treatment Plant Check Valves
- D. Neodesha Land Bank: 1002 Tank
- E. Neodesha Land Bank: 614 Main, Lease Agreement; Gary Larson

Item 5: Date/Time of Next Regular Meeting

Wednesday, August 12, 2020 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session:

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
July 22, 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: 2019 Audit Presentation: Jarred, Gilmore & Phillips, PA

The Commission will receive a presentation of the 2019 audit from Neil Phillips of Jarred, Gilmore & Phillips, PA.

RECOMMENDED MOTION: *I move to accept the 2019 audit as presented.*

4.B: Termination of Memorandum of Understanding with Westar Energy

On March 13, 2019, the City of Neodesha entered into a Memorandum of Understanding with Westar Energy, for a study on the placement of solar energy in Neodesha. We have not seen any movement towards completing this study. Our energy consultant, Scott Shreve, suggests we cancel this exclusive arrangement with Evergy (formerly Westar Energy), and continue to examine other options for solar energy.

RECOMMENDED MOTION: *I move to terminate the Memorandum of Understanding with Westar Energy, dated March 13, 2019, and authorize the City Administrator to sign.*

4.C: B & B Services Invoice: Water Treatment Plant Check Valves

For this agenda item, Jay will brief the Commission on the removal and replacement of the check valve equipment in the Water Treatment Plant.

RECOMMENDED MOTION: *I move to approve the quote from B & B Services, for repair of the Water Treatment Plant check valves, at a cost of \$10,140.85.*

4.D: Neodesha Land Bank: 1002 Tank

The Commission is asked to convene as the Neodesha Land Bank, and consider the sale of 1002 Tank.

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

RECOMMENDED MOTION: *I move to approve the sale of 1002 Tank to Cheryl Moffatt for \$100.*

4.E: Neodesha Land Bank: 614 Main, Lease Agreement; Gary Larson

The property located at 614 Main St. (the former Presbyterian Church), was accepted into the Neodesha Land Bank on May 13, 2020. Mr. Gary Larson will eventually request ownership of the property from the Land Bank, but he is working to establish his non-profit status prior to ownership. Mr. Larson, therefore, is asking that the Land Bank provide him with a short-term lease.

RECOMMENDED MOTION: *I move to approve the lease with Gary Larson for the property located at 614 Main Street as presented.*

RECOMMENDED MOTION: *I move to adjourn as the Neodesha Land Bank and reconvene as the City of Neodesha Governing Body.*

Item 6: Executive Session:

ATTORNEY CLIENT PRIVILEGE:

I move to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, and City Attorney for a consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship, per KSA 75-4319(b)(2). The open meeting will resume in the Commission Room at ____ p.m.

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.

Neodesha, Kansas

July 8, 2020

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, July 8, 2020 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

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

Commission and Administrator Reports were heard.

Community Development Director report was heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the Consent Agenda consisting of the minutes from the June 24, 2020 Meeting; minutes from the June 29, 2020 Special Call Meeting; Appropriation (2020) 13; Raw Water Project Bond Appropriation No. 73; and Gas Line Project Appropriation No. 9. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a taser contract with Axon Enterprise, Inc. Discussion held.

Commissioner Moffatt moved to approve the contract with Axon Enterprise, Inc., for police department taser equipment, at a cost of \$25,118. Seconded by Commissioner Nichol. Motion carried.

Commissioner Nichol moved to convene as the Neodesha Land Bank to consider the sale of property at 15 Timber Ridge Estates. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to approve the sale of lot 15, Timber Ridge Addition, to Mr. Ron York, for \$10,000, with a \$5,000 rebate upon completion of construction. Seconded by Commissioner Nichol. Motion carried.

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

Administrator Truelove addressed the Commission regarding the KDOT Transportation Alternatives Grant. Also present for discussion was Paul Stoner of EBH & Associates. Discussion held.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, July 22, 2020 at 2:00 p.m.

At 3:10 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
July 15, 2020

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Thursday, July 16, 2020 at 12:00 p.m. for the following purposes:

I. City Projects and Financial Discussion

The Board of Commissioners met in a Special Call Session on July 16, 2020 at 12:00 noon with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Administrator Truelove updated the Commission on various aspects of the City's financial situation regarding the effects of COVID-19 on the budget, sales tax distribution and an update on the utility funds. Discussion held. No action taken.

Administrator Truelove along with Jeri Hammerschmidt, Community Development Director, addressed the Commission regarding various City projects that are ongoing and the future potential of others. Discussion held. No action taken.

At 2:20 p.m. Commissioner Moffatt moved to adjourn the meeting. Seconded by Commissioner Nichol. Motion carried. Meeting adjourned.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

ORDINANCE NO 14

7/22/2020

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	299.11	67371	7/22/2020
A T & T	PHONE CHARGES	171.97	67372	7/22/2020
ACCURATE ENVIRONMENTAL LLC	LAB SUPPLIES	239.79	67373	7/22/2020
B&B SERVICES	WATER SUPPLIES	10,140.85	67374	7/22/2020
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,819.48	67375	7/22/2020
CALLTOWER	PHONE CHARGES	336.43	67376	7/22/2020
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	739.77	67377	7/22/2020
CHAMPION BRANDS LLC	SUPPLIES	642.05	67378	7/22/2020
D & D AUTO REPAIR & ALIGNMENT	AUTO REPAIR	1,255.00	67379	7/22/2020
ECX SYSTEMS LLC	EMAIL SECURITY	50.00	67380	7/22/2020
FLINTHILLS FIRE & RESCUE APP	FD SUPPLIES	75.00	67381	7/22/2020
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALLS	209.98	67382	7/22/2020
FREDONIA OUTDOOR EQUIPMENT	ELECTRIC SUPPLIES	100.44	67383	7/22/2020
FREDONIA TRUE VALUE HARDWARE	SUPPLIES	5.79	67384	7/22/2020
G & W FOODS	SUPPLIES	556.35	67386	7/22/2020
GERKEN RENT-ALL	SANITATION UNITS	556.20	67387	7/22/2020
HAWKINS INC	CHEMICALS	3,775.17	67388	7/22/2020
HECKERT CONSTRUCTION CO INC	ASPHALT	1,234.23	67389	7/22/2020
KANSAS DEPARTMENT OF REVENUE	2020 WATER FEES APR MAY JUNE	1,212.04	67390	7/22/2020
KANSAS MUNICIPAL UTILITIES	3RD QTR DUES	1,999.00	67391	7/22/2020
NKC Tire	TIRES	251.50	67392	7/22/2020
KANSAS DEPT OF HEALTH & ENVIRO	Q9000 2ND QTR TESTING	1,191.00	67393	7/22/2020
KEY EQUIPMENT & SUPPLY CO	LEADER HOSE	144.27	67394	7/22/2020
LITTLE BEAR TIRE	TIRE REPAIR	45.00	67395	7/22/2020
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	237.70	67396	7/22/2020
MERIDIAN ANALYTICAL LABS LLC	WASTE WATER ANALYSIS	310.05	67397	7/22/2020
MIDWEST COMPUTER SALES	IT SERVICES	120.00	67398	7/22/2020
MIDWEST MINERALS, INC	ROCK	1,086.26	67399	7/22/2020

NDB NEODESHA	2020 FIREWORKS LIABILITY	344.50	67400	7/22/2020
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	133.56	67401	7/22/2020
NEWTON MFG LLC	SPRINGS	277.28	67402	7/22/2020
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	3,786.77	67403	7/22/2020
PEREGRINE CORPORATION	AP WARRANTS	296.30	67404	7/22/2020
PITNEY BOWES	POSTAGE FOR METER	1,022.80	67405	7/22/2020
PORTER DRUG STORE	MEDICATION	19.18	67406	7/22/2020
PRAIRIE FIRE COFFEE	COFFEE SERVICE	288.55	67407	7/22/2020
PRIORITY POWER	APRIL JUNE BILLING	3,680.00	67408	7/22/2020
PRODUCERS CO-OP ASSOCIATION	AIRPORT FUEL	1,355.40	67409	7/22/2020
RED BUD SUPPLY INC	ELECTRIC SUPPLIES	748.26	67410	7/22/2020
SFS CORPORATION	SITE FEASIBILITY STUDY	1,000.00	67411	7/22/2020
SOUTHERN STAR CENTRAL GP INC	JUNE BILLING	2,640.12	67412	7/22/2020
SOUTHERN UNIFORM & EQUIPMENT	BODY ARMOR	1,489.73	67413	7/22/2020
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	165.00	67414	7/22/2020
THOMPSON BROTHERS SUPPLY INC	OXYGEN,CYLINDER LEASE	120.32	67415	7/22/2020
TRI VALLEY DEVELOPMENTAL SERV	DOCU SHRED,POOL CONCESSIONS	445.71	67416	7/22/2020
UNIFIRST CORPORATION	UNIFORM SERVICE	1,438.04	67417	7/22/2020
ZOLL MEDICAL CORPORATION GPO	DEFIBRILLATOR SUPPLIES	1,142.70	67418	7/22/2020

****TOTAL****

49,198.65

RAW WATER PROJECT BOND
APPROPRIATION 74
July 22, 2020

Vendor	Invoice No	Check No	Amount	Description
PEC Engineering	522605	1202	2,177.50	Engineering
PEC Engineering	522606	1202	850.99	Engineering
GRAND TOTAL			<u>3,028.49</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Invoice

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



July 20, 2020

Project No: 180004-007

Invoice No: 522605

Project 180004-007 Neodesha Additional Services
Neodesha, KS

Professional Services through June 27, 2020

Level 1 14 Easement Prep

Professional Personnel

	Hours	Rate	Amount
Project Engineer 4	12.00	130.00	1,560.00
Design Technician 2	6.50	95.00	617.50
Totals	18.50		2,177.50
Total Labor			2,177.50

Total this Level 1 \$2,177.50

Total Current Invoice \$2,177.50

Outstanding Invoices

Number	Date	Balance
521952	3/31/2020	10,000.00
Total Outstanding Invoices		10,000.00

Total Due \$12,177.50

*****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



July 20, 2020

Project No: 180004-008

Invoice No: 522606

Project 180004-008 Neodesha SCADA System Improvements

Neodesha, KS

Professional Services through June 27, 2020

Level 1 04 Construction Admin

Fee

Total Fee 11,182.00

Percent Complete	73.00	Total Earned	8,162.86
		Previous Fee Billing	7,392.90
		Current Fee Billing	769.96

Total Fee 769.96

Reimbursable Expenses

Travel & Subsistence - Reimbursable

6/18/2020	EAN Services, LLC	81.03
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Total Reimbursables 81.03 81.03

Total this Level 1 \$850.99

Total Current Invoice \$850.99

***** 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 10
July 22, 2020

Vendor	Invoice No	Check No	Amount	Description
Forsythe Heating & Electric	10195	1103	198.42	Construction
Forsythe Heating & Electric	10196	1103	434.06	Construction
Forsythe Heating & Electric	10197	1103	351.83	Construction
Forsythe Heating & Electric	10181	1103	353.31	Construction
Forsythe Heating & Electric	10182	1103	252.85	Construction
Forsythe Heating & Electric	10189	1103	272.43	Construction
Forsythe Heating & Electric	10190	1103	425.15	Construction
Forsythe Heating & Electric	10191	1103	854.25	Construction
Forsythe Heating & Electric	10209	1103	244.87	Construction
PEC Engineering	522604	1104	14,512.97	Engineering
NPL Construction Co	05/22 - 06/17	1105	203,821.41	Construction
GRAND TOTAL			<u>221,721.55</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

invoice

Forsythe Heating & Electric, LLC
4752 Quail Road
Neodesha, Ks. 66757
Lanny Forsythe-Owner

Date: 06/29/2020
Invoice No.: 10195
Due Date: 07/09/2020
Customer PO No.: GAS LINE PROJECT

Bill To:
CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
2	LABOR TO DO GAS LINE PROJECT-MARK SHIVERDECKER-824 N. 9TH	\$87.00	None	\$174.00
3	1" BLK PIPE	\$2.10	None	\$6.30
2	1" ST. 90 L	\$9.06	None	\$18.12

Total \$198.42

Balance Due \$198.42

GAS LINE PROJECT-MARK SHIVERDECKER-824 N. 9TH

Thank you for your business.

INVOICE

Forsythe Heating & Electric, LLC
 4752 Quail Road
 Neodesha, Ks. 66757
 Lanny Forsythe-Owner

Date: 06/29/2020
 Invoice No.: 10196
 Due Date: 07/09/2020
 Customer PO GAS LINE
 No.: PROJECT

Bill To:
 CITY OF NEODESHA
 PO BOX 336
 NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
3	LABOR TO DO GAS LINE PROJECT-HARVEY HATCHER-1522 N. 10TH	\$135.00	None	\$405.00
1	1" BLK CAP	\$4.28	None	\$4.28
1	1" BLK COUPLING	\$6.05	None	\$6.05
2	1" BLK 90 L'S	\$4.64	None	\$9.28
3	1" BLK PIPE	\$2.10	None	\$6.30
1	1X3 BLK NIPPLE	\$3.15	None	\$3.15

Total \$434.06

Balance Due \$434.06

GAS LINE PROJECT-HARVEY HATCHER-1522 N. 10TH

Thank you for your business.



Forsythe Heating & Electric, LLC
4752 Quail Road
Neodesha, Ks. 66757
Lanny Forsythe-Owner

Date: 06/29/2020
Invoice No.: 10197
Due Date: 07/09/2020
Customer PO GAS LINE
No.: PROJECT

Bill To:
CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
21	1" BLK PIPE	\$2.10	None	\$44.10
3	LABOR TO DO GAS LINE PROJECT-CARL SOLIDAY-CENTURY PARKWAY	\$95.00	None	\$285.00
1	1/2X1/2X1 TEE	\$9.38	None	\$9.38
1	1/2 PLUG	\$3.08	None	\$3.08
1	1" CAP	\$4.28	None	\$4.28
1	RECTORSEAL	\$2.00	None	\$2.00
1	SAWZALL BLADE	\$3.99	None	\$3.99

Total \$351.83

Balance Due \$351.83

GAS LINE PROJECT-CARL SOLIDAY-CENTURY PARKWAY

Thank you for your business.

Invoice

Forsythe Heating & Electric, LLC
4752 Quail Road
Neodesha, Ks. 66757
Lanny Forsythe-Owner

Date: 06/26/2020
Invoice No.: 10181
Due Date: 07/06/2020
Customer PO GAS LINE
No.: PROJECT

Bill To:
CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
1.5	LABOR TO DO GAS LINE AT RANDY PAXSON HOME	\$135.00	None	\$202.50
9	3/4 FLASHGUARD	\$7.10	None	\$63.90
2	3/4 FLASHGUARD ENDS	\$30.98	None	\$61.96
2	1X3/4 BELL	\$9.23	None	\$18.46
1	SAWZALL BLADE	\$3.99	None	\$3.99
1	RECTORSEAL	\$2.00	None	\$2.00
1	THEADS	\$0.50	None	\$0.50

Total \$353.31

Balance Due \$353.31

GAS LINE PROJECT-RANDY PAXSON-CENTURY PARKWAY

Thank you for your business.

Invoice

Forsythe Heating & Electric, LLC
4752 Quail Road
Neodesha, Ks. 66757
Lanny Forsythe-Owner

Date: 06/26/2020
Invoice No.: 10182
Due Date: 07/06/2020
Customer PO GAS LINE
No.: PROJECT

Bill To:
CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
2	LABOR TO HOOK UP GAS PROJECT AT DONNIE ARNOLD-1601 N. 8TH	\$95.00	None	\$190.00
3	1" 90	\$4.63	None	\$13.89
1	1" UNION	\$17.45	None	\$17.45
3	1X6 BLK NIPPLE	\$5.48	None	\$16.44
1	1X5 BLK NIPPLE	\$4.64	None	\$4.64
1.5	1" BLK PIPE	\$2.10	None	\$3.15
2	THEADS	\$0.50	None	\$1.00
1	1" CAP	\$4.28	None	\$4.28
1	RECTORSEAL	\$2.00	None	\$2.00

Total \$252.85

Balance Due \$252.85

GAS LINE PROJECT-DONNIE ARNOLD-1601 N. 8TH

Thank you for your business.

invoice

Forsythe Heating & Electric, LLC
4752 Quail Road
Neodesha, Ks. 66757
Lanny Forsythe-Owner

Date: 06/29/2020
Invoice No.: 10189
Due Date: 07/09/2020
Customer PO GAS LINE
No.: PROJECT

Bill To:
CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
1.5	LABOR TO INSTALL GAS LINE AT RICHARD MEIGS HOME-CENTURY PARKWAY	\$135.00	None	\$202.50
5	3/4 BLK PIPE	\$2.42	None	\$12.10
2	1" BLK PIPE	\$2.10	None	\$4.20
4	THEADS	\$0.50	None	\$2.00
1	3/4 UNION	\$17.45	None	\$17.45
1	3/4X5 NIPPLE	\$4.64	None	\$4.64
1	1X3/4 BELL	\$9.23	None	\$9.23
1	3/4 ST. 90	\$9.06	None	\$9.06
1	3/4 90	\$4.64	None	\$4.64
1	3/4 CLOSE NIPPE	\$3.08	None	\$3.08
1	3/4 TEE	\$3.53	None	\$3.53

Total \$272.43

Balance Due \$272.43

GAS LINE PROJECT-RICHARD MEIGS-8 CENTURY PARKWAY

Thank you for your business.

invoice

Forsythe Heating & Electric, LLC
 4752 Quail Road
 Neodesha, Ks. 66757
 Lanny Forsythe-Owner

Date: 06/29/2020
 Invoice No.: 10190
 Due Date: 07/09/2020
 Customer PO GAS LINE
 No.: PROJECT

Bill To:
 CITY OF NEODESHA
 PO BOX 336
 NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
2.5	LABOR TO DO GAS LINE PROJECT-NORMAN SCOTT-16 CENTURY PARKWAY	\$95.00	None	\$237.50
8	1" BLK PIPE	\$2.10	None	\$16.80
4	THEADS	\$0.50	None	\$2.00
1	1" BLK 90	\$4.64	None	\$4.64
2	3/4 GASTITE ENDS	\$30.98	None	\$61.96
11	3/4 GASTITE PIPE	\$9.05	None	\$99.55
1	PLUMBERS STRAP	\$0.50	None	\$0.50
4	BARN SCREWS	\$0.05	None	\$0.20
1	RECTORSEAL	\$2.00	None	\$2.00

Total \$425.15

Balance Due \$425.15

GAS LINE PROJECT-NORMAN SCOTT-16 CENTURY PARKWAY

Thank you for your business.

INVOICE

Forsythe Heating & Electric, LLC
 4752 Quail Road
 Neodesha, Ks. 66757
 Lanny Forsythe-Owner

Date: 06/29/2020
 Invoice No.: 10191
 Due Date: 07/09/2020
 Customer PO GAS LINE
 No.: PROJECT

Bill To:
 CITY OF NEODESHA
 PO BOX 336
 NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
2.5	LABOR TO DO GAS LINE PROJECT AT RICHARD KLINGENBERG-1419 N. 8TH	\$95.00	None	\$237.50
2	1" GASTITE CONNECTORS	\$50.73	None	\$101.46
4	BARN SCREWS	\$0.05	None	\$0.20
51	1" GASTITE PIPE	\$10.09	None	\$514.59
1	PLUMBERS STRAP	\$0.50	None	\$0.50

Total \$854.25

Balance Due \$854.25

GAS LINE PROJECT-RICHARD KLINGENBERG-1419 N. 8TH

Thank you for your business.

invoice

Forsythe Heating & Electric, LLC
 4752 Quail Road
 Neodesha, Ks. 66757
 Lanny Forsythe-Owner

Date: 07/07/2020
 Invoice No.: 10209
 Due Date: 07/17/2020
 Customer PO GAS LINE
 No.: PROJECT

Bill To:
 CITY OF NEODESHA
 PO BOX 336
 NEODESHA, KS. 66757

Qty	Description	Unit Price	Tax	Total
2	LABOR TO DO GAS LINE PROJECT-910 GRANBY-SARA BANZET (FORSYTHE/FROEBE RENTAL)	\$95.00	None	\$190.00
3	1" BLK PIPE	\$2.10	None	\$6.30
1	3/4X5 NIPPLE	\$4.64	None	\$4.64
1	1X3/4 BELL	\$9.23	None	\$9.23
1	24" GAS FLEX	\$18.99	None	\$18.99
1	3/4X1/2 BLK BELL	\$8.93	None	\$8.93
1	1" CAP	\$4.28	None	\$4.28
1	THEADS	\$0.50	None	\$0.50
1	RECTORSEAL	\$2.00	None	\$2.00

Total \$244.87

Balance Due \$244.87

GAS LINE PROJECT-910 GRANBY-(FORSYTHE/FROEBE RENTAL)

Thank you for your business.

Invoice

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



July 20, 2020

Project No: 171291-007

Invoice No: 522604

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

Professional Services through June 27, 2020**Professional Personnel**

	Hours	Rate	Amount	
Project Engineer 4	2.00	130.00	260.00	
Project Engineer 3	.50	120.00	60.00	
Totals	2.50		320.00	
Total Labor				320.00

Consultants

Consultants - Reimbursable				
6/29/2020	T/J Inspection, Inc.	P103	4,275.00	
7/6/2020	T/J Inspection, Inc.	P104	4,275.00	
7/6/2020	T/J Inspection, Inc.	P105	4,275.00	
Total Consultants			1.1 times	12,825.00
				14,107.50

Reimbursable Expenses

Travel & Subsistence - Reimbursable	85.47	
Total Reimbursables	85.47	85.47

Billing Limits

	Current	Prior	To-Date
Total Billings	14,512.97	14,982.50	29,495.47
Limit			171,300.00
Remaining			141,804.53

Total Current Invoice **\$14,512.97**

***** 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.

Contractor's Application for Payment No.

Application Period: 5/22/20 - 6/17/2020		Application Date: 6/26/2020
To (Owner): City of Neodesha	From (Contractor): NPL Construction Co.	Via (Engineer): Professional Engineering Consultants, P.A.
Project: Neodesha Gas Distribution System Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 35-171291-000-2005

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ <u>\$1,699,481.00</u>
			2. Net change by Change Orders..... \$ <u>-551,165.27</u>
			3. Current Contract Price (Line 1 + 2)..... \$ <u>\$1,648,315.73</u>
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ <u>\$214,548.85</u>
			5. RETAINAGE:
			a. 5% X <u>\$214,548.85</u> Work Completed..... \$ <u>\$10,727.44</u>
			b. X <u> </u> Stored Material..... \$ <u> </u>
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ <u>\$10,727.44</u>
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ <u>\$203,821.41</u>
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ <u> </u>
			8. AMOUNT DUE THIS APPLICATION..... \$ <u>\$203,821.41</u>
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ <u>\$1,444,414.32</u>
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: [Signature] Date: 6/29/2020

Payment of: \$ 203,821.41
(Line 8 or other - attach explanation of the other amount)

is recommended by: Trevor Kaufman 7/20/2020
(Engineer) (Date)

Payment of: \$ 203,821.41
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

July 20, 2020

Evergy
Clean Energy Development Manager
Power Marketing
818 S. Kansas Avenue
Topeka, Kansas 66612

Re: MOU, City of Neodesha & Westar Energy, Inc., dated March 13, 2019

Mr. Sack,

Please use this letter to immediately terminate the City of Neodesha, Kansas Memorandum of Understanding with Westar Energy, Inc., dated March 13, 2019. We appreciate the interest Evergy had in Neodesha.

Thank you for your time and attention to this matter.

Sincerely,

Eddy R. Truelove
City Administrator
City of Neodesha

CC: City Clerk

B&B SERVICES

3305 Thomas Rd.
Wellsville, Ks. 66092
620-341-2698 MLB

Invoice

DATE

6/22/2020

INVOICE NO.

3081

BILL TO

CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

SHIP TO

CITY OF NEODESHA
1407.N. 8th
NEODESHA, KS 66757

NEXT SERVICE DATE

TERMS

Net 30

ITEM	DESCRIPTION	QTY	RATE	SERVICED	AMOUNT
6" check	6" check valve with air cushioned	2	2,605.40	6/23/2020	5,210.80T
FLANG ADAP.	filler flange 6" x 2-1/2"	2	396.44		792.88T
bolt nuts mis	SS bolts, nuts 3/4 x 3-1/4	16	12.20813		195.33T
bolt nuts mis	SS bolts, nuts 3/4 x 6-1/4	24	20.24375		485.85T
bolt nuts mis	SS nuts 3/4"	40	2.22594		89.04T
GASKET MET	GASKET METERAL 6" flange	8	14.00		112.00T
SERVICE TRIP2	service trip with trailer	237	2.35		556.95T
INSTALLATI...	installation, start up, operator instruction	2	1,250.00		2,500.00T
SHIPPING	SHIPPING CHARGES	1	198.00		198.00T
	Sales Tax		8.55%		867.94
					10140.95
Thank you for your business.		EMPLOYER ID # 45-5080182		Total \$11,007.89	

THE CITY OF NEODESHA

P.O. BOX 336
Phone: (620) 325-2828

CHARGE TO 701-814-6103

NEODESHA, KANSAS 66757

DATE 6/30/20

PURCHASE ORDER

THIS NO. MUST APPEAR ON ALL PACKAGES, CORRESPONDENCE, B/L'S AND INVOICES.

No. 7445

VENDOR

B+B Services

SHIP TO WTP

Wellsville Ks. 66092 (620) 341-2698

TERMS	F.O.B.	VIA	SHIP ON
QUANTITY	DESCRIPTION	PRICE	
2	6" check valve	2 @ \$2605.40	\$5210.80
2	filler flange	2 @ \$396.44	\$792.88
16	3/4 x 3/4 Bolt	16 @ \$12.20813	\$195.33
24	3/4 x 6 1/2 Bolt	24 @ \$20.24375	\$485.85
40	3/4 nut	40 @ \$2.22544	\$89.04
8	6" gaskets	8 @ \$14.00	\$112.00
237 mls	trip	237 @ \$2.35	\$556.95
2	Install	2 @ \$1250.00	\$2500.00
1	shipping	1 @ \$198.00	\$198.00
	Tax	8.55%	\$867.04
Total			\$11007.89

INSTRUCTIONS TO VENDOR

- PLEASE ACKNOWLEDGE EACH ORDER PROMPTLY AND GIVE THE SHIPPING DATE.
- FORWARD A SHIPPING NOTICE ON DATE OF SHIPMENT TO THE INVOICE ADDRESS INDICATED ABOVE.
- INVOICE EACH ORDER SEPARATELY ON DAY OF SHIPMENT.
- THE COMPLETE PURCHASE ORDER NUMBER, INCLUDING PREFIX AND SUFFIX, MUST BE SHOWN ON ALL INVOICES, SHIPPING PAPERS, SHIPPING CONTAINERS AND FREIGHT BILLS.
- PREPAY ALL ALLOWED FREIGHT.

- UNLESS OTHERWISE PROVIDED HEREIN, ANY WRITTEN ACKNOWLEDGMENT OF THIS ORDER OR THE DELIVERY OF ANY MATERIALS OR SERVICES IN ACCORDANCE WITH THIS PURCHASE SHALL CONSTITUTE ACCEPTANCE BY THE SELLER, SUBJECT TO ALL SPECIFICATIONS, TERMS AND CONDITIONS ON THE FACE OF THIS ORDER WHICH ARE MADE A PART HEREOF AND ALSO ALL ATTACHMENTS HERETO.

THE CITY OF NEODESHA

BY

[Signature]

LEASE BETWEEN CITY OF NEODESHA LAND BANK
AND GARY LARSON

Agreement between the City of Neodesha Land Bank, 1407 N. 8th, Neodesha, Kansas 66757 ("Landlord"), and Gary Larson, 1520 N. 8th St., Neodesha, Kansas 66757 ("Tenant"), made July 22, 2020.

1. **AGREEMENT TO LEASE.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the premises in "as is" condition on the terms and conditions stated in this Lease.
2. **PREMISES.** The premises leased is the building located at 614 Main St., Neodesha, Kansas 66757, more commonly known as the former Presbyterian Church, and access thereto. ("the Premises").
3. **TERM.** The term of this Lease begins on July 22, 2020, and ends December 31, 2020 ("the Term"). The parties may extend this lease on terms they may agree on in writing.
4. **RENT.** Tenant will pay Landlord, without demand, a total rent of \$1.00. Such rent is payable at time of contract signing at Landlord's address stated above (or at such other address as Landlord may require).
5. **UTILITIES.** Tenant is responsible for making arrangements for, and paying when billed, all utility and other services for the Premises, including electricity, gas, sewer, water, storm water and solid waste.
6. **MAINTENANCE/REPAIRS.** Tenant is leasing the premises in "as is" condition. Tenant must keep the Premises, including the grounds, maintained, picked up and in good order and appearance. This includes mowing the grass. Major repairs on structure, other than normal wear and tear, shall be the responsibility of the Landlord at Landlord's discretion. Tenant shall notify Landlord if any major repairs are needed, and Landlord, at its discretion, shall effect repairs in a reasonable period of time, given other City priorities. Any damage caused by tenant or tenant's activities, shall be the responsibility of the tenant.
7. **SPECIAL PROVISIONS.** Tenant shall not keep large or unsightly equipment, or other items, on the premises where they can be seen by those driving, or other manners of conveyance, past the property.
8. **ALTERATIONS.** Tenant may not alter the Premises without the prior written consent of Landlord in each instance. All alterations made by Tenant will, unless Landlord requests removal, become Landlord's property and remain on the Premises at the termination of this Lease without any compensation to Tenant. If Landlord demands or permits removal, Tenant will put that part of the Premises into the same condition as existed prior to the alteration.

9. FIRE AND CASUALTY.

- a. NOTICE. In the event of fire or other damage to the Premises, Tenant will immediately notify Landlord.
- b. PARTIAL DAMAGE AND CONDITIONS TO CONTINUED EFFECTIVENESS. If the Premises are only partially damaged and are unusable and Landlord makes full repairs within 14 days, this Lease will continue.
- c. CONDITIONS OF TERMINATION. If the Premises are rendered unusable, continued occupancy would be illegal, or Landlord cannot or does not repair within 14 days, Tenant may immediately vacate the Premises and notify Landlord in writing within 15 days after vacating of his intent to terminate, in which case this Lease will terminate as of the date of vacating.

10. LIABILITY. Landlord is not liable for any loss, damage, or expense suffered by any person on or about the Premises, except that which is caused by Landlord's negligence. Tenant shall indemnify and hold Landlord harmless from any claims, losses or damages of every type or nature, including attorney fees and expenses, arising out of Tenant's use of the Premises. This duty to indemnify and hold Landlord harmless specifically includes, but is not limited to, any claims of damage of any type or nature to Tenant's property on the premises. Tenant is leasing the Premises "as is" and is aware parts of the Premises are in disrepair. Landlord makes no representations or guarantees of any type or nature, expressed or implied, regarding the condition of the Premises or suitability for any purpose. The risk of loss or damage to Tenant's property on the premises shall rest solely with Tenant.

11. ASSIGNMENT OR SUBLETTING. Tenant may not assign this Lease, sublet all or any part of the Premises, or allow any other person or entity to occupy the Premises.

12. INSURANCE REQUIREMENTS. Tenant agrees not to do anything that will increase the insurance premiums payable with respect to the Premises. Tenant shall make arrangements for Landlord to be an additional insured on the Tenant's general liability policy, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Annually, or at any other time requested by Landlord, Tenant shall provide a current ACORD certificate of liability insurance to Landlord reflecting Landlord as an additional insured. Tenant shall be responsible for its personal property on the Premises and maintain fire and casualty insurance on its personal property on the Premises.

13. RIGHT OF ENTRY. Landlord may enter the Premises at reasonable times in order to examine the Premises or make repairs or alterations. In the event of an actual or apparent emergency, Landlord may enter the Premises at any time without notice. Tenant will not change any lock or install additional locks without Landlord's prior written consent and without providing Landlord a copy of all keys.

14. NOTICES. All notices under this Lease must be in writing and either delivered personally or mailed by certified mail to the address of Landlord and Tenant stated above (or at such other address as Landlord may designate by notice to Tenant). Notices that are sent by mail will be deemed delivered 2 days after they are mailed.

15. DEFAULT AND REMEDIES.

- a. NOTICE OF DEFAULT. Landlord agrees to provide 10 days' written notice to Tenant to correct any default under this Lease.
- b. TERMINATION OF LEASE. If Tenant fails to correct any default within such 10-day period, or if Tenant fails to pay rent or additional rent provided for in this Lease on its due date plus a grace period of 5 days, then Landlord may cancel this Lease by 30 days' prior written notice to Tenant. On the date stated in Landlord's notice, this Lease and Tenant's rights under this Lease will terminate, and Tenant must surrender the Premises. Tenant remains liable, after such termination, for rent, costs and damages provided in this Lease.
- c. OTHER REMEDIES. If this Lease is terminated because of Tenant's default, Landlord may, in addition to any other rights and remedies available to him, (1) enter the Premises and have Tenant and Tenant's property removed, and (2) use any dispossession, eviction, and similar legal proceedings available.

16. CURING TENANT'S DEFAULTS. If Tenant does not correct a default after 10 days' notice by Landlord, Landlord may remedy such default on behalf of Tenant, and any costs incurred by Landlord will be payable by Tenant, as additional rent under this Lease.

17. SURRENDER. At the end of the Term or earlier termination of this Lease, Tenant will quit and surrender the Premises in as good order and condition as they were on the commencement date of this Lease, except for ordinary wear and tear and damage by the elements.

18. SALE OF PROPERTY. If the City should decide to sell the property during the term, first right of refusal will go to the Tenant before the City begins negotiations with any other potential buyers.

19. QUIET ENJOYMENT. If Tenant is not in default under this Lease, Tenant may peaceably and quietly enjoy the Premises during the Term.

20. NO WAIVER. If Landlord fails to enforce any provision of this Lease, he is not deemed to waive such provision and is not prevented from enforcing such provision thereafter.

21. SEVERABILITY. If any provision of this Lease is invalid or unenforceable, the balance of this Lease shall remain effective, absent any such provision.

22. SUCCESSORS. This Lease is binding on all persons or entities that may succeed to the rights of Landlord or Tenant, including heirs, executors, successors, assigns and purchasers, as applicable.

23. MERGER. This Lease represents the entire agreement between Landlord and Tenant. Landlord has made no representations other than what is contained in this Lease.

24. AMENDMENTS. No change in this Lease shall be effective unless it is in writing and signed by both Landlord and Tenant.

25. POWERS OF LANDLORD'S AGENT. All rights and remedies of Landlord under this Lease or at law may be exercised by Landlord or by Landlord's employees in its name.

26. GOVERNING LAW AND VENUE. This lease shall be governed by and interpreted under the laws of Kansas. Sole and exclusive venue for any legal action arising directly or indirectly from this lease shall be in the District Court of Wilson County, Kansas.

[SIGNATURES AND CERTIFICATIONS ON NEXT PAGE]

LANDLORD, City of Neodesha, by
Devin Johnson, Mayor

TENANT, Gary Larson

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF WILSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Devin Johnson, Mayor of the City of Neodesha, on behalf of said City.

Notary Public

My Appointment Expires:

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF WILSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Gary Larson, of 1520 N. 8th St., Neodesha, Kansas, an individual.

Notary Public

My Appointment Expires: