

Agenda

City Commission of the City of Neodesha, KS
ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>
January 11, 2021 2:00 p.m.

Item 1: Opening Session

- Call to Order
- Roll Call
- Commissioner Oath of Office
- 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 December 23, 2020 Minutes
- Appropriation (2020) 25
- Raw Water Project Bond Appropriation No. 84a
- Gas Line Project Appropriation No. 21

Item 4: Business Items to Consider

- A. Resolution: Amending Pay Plan
- B. Public Hearing: Issuance of \$1,600,000 in Taxable IRB's
- C. Resolution: Intent to Issue \$1,600,000 in Taxable IRB's
- D. Public Hearing: Issuance of \$20,000,000 in Taxable IRB's
- E. Resolution: Intent to Issue \$20,000,000 in Taxable IRB's
- F. Gas Line Project: CDBG Request for Extension
- G. Orr Wyatt Streetscapes: Approve Change Order No 3; Waterline Project
- H. Orr Wyatt Streetscapes: Approve Pay Application No 17; Waterline Project
- I. Union Pacific Railroad Easement Agreements
- J. Purchase of Electric Department Equipment
- K. 2021 Contract for 4th of July Fireworks
- L. Sale of W. Tank Street Property to Neodesha Plastics
- M. Donation of Fir Street Property
- N. Appointments to City Boards & Committees

- O. Discuss Animal Control Ordinance
- P. Discuss CARES Act Funding for Paid Quarantine Sick Leave
- Q. Accept Resignation of Public Works Department Employee

Item 5: Date/Time of Next Regular Meeting

Wednesday, January 27, 2021 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Non-elected Personnel

Item 7: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
ZOOM Online Access
January 11, 2021**

Additions to the Agenda

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

Consent Agenda

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

Business Items to Consider

4.A: Resolution: Amending Pay Plan

During the 2021 budget season, the Commission approved a 2% Cost of Living adjustment for City employees. Resolution 21-01 incorporates this increase to the City's Position Classification and Pay Plan.

RECOMMENDED MOTIONS: *I move to approve Resolution 21-01 as presented.*

4.B: Public Hearing: Issuance of \$1,600,000 in Taxable IRB's

For this agenda item, the Commission will conduct an advertised public hearing for the issuance of taxable Industrial Revenue Bonds in support of Neodesha Plastics.

RECOMMENDED MOTIONS: *N/A*

4.C: Resolution: Intent to Issue \$1,600,000 in Taxable IRB's

Depending on the outcome of agenda item 4B, the Commission is asked to approve Resolution 21-02, providing notice of the City's intent to issue \$1,600,000 in taxable IRB's for Neodesha Plastics.

RECOMMENDED MOTIONS: *I move to approve Resolution 21-02 as presented.*

4.D: Public Hearing: Issuance of \$20,000,000 in Taxable IRB's

For this agenda item, the Commission will conduct an advertised public hearing for the issuance of taxable Industrial Revenue Bonds in support of SICUT.

RECOMMENDED MOTIONS: *N/A*

4.E: Resolution: Intent to Issue \$20,000,000 in Taxable IRB's

Depending on the outcome of agenda item 4D, the Commission is asked to approve Resolution 21-03, providing notice of the City's intent to issue \$20,000,000 in taxable IRB's for SICUT.

RECOMMENDED MOTIONS: *I move to approve Resolution 21-03 as presented.*

4.F: Gas Line Project: CDBG Request for Extension

Regarding the CDBG grant received by the City for construction of the gas line improvements, we are operating under a two-year deadline for completion of the project. This deadline will occur in February 2021. Staff is asking the Commission to approve a contract extension, of approximately 6-weeks, that will allow the contractor to finish the work.

RECOMMENDED MOTIONS: *I move to approve the CDBG Contract Amendment Request, and authorize the Mayor to sign.*

4.G: Orr Wyatt Streetscapes: Approve Change Order No 3; Waterline Project

The work on the City water lines, by Kendall Ast, Ast Directional Drilling, has been completed and we are completing the final payments. This Change Order will document the final quantity changes for items such as the cement used to close all the holes in the road. This Change Order is incorporated into the final pay application in agenda item 4H.

RECOMMENDED MOTIONS: *I move to approve Change Order No 3 for the waterline project at a cost of \$34,122.62.*

4.H: Orr Wyatt Streetscapes: Approve Pay Application No 17; Waterline Project

This is the final pay application from Orr Wyatt Streetscapes for work on the waterline project.

RECOMMENDED MOTIONS: *I move to approve Pay Application No 17 for the waterline project at a cost of \$156,489.48.*

4.I: Union Pacific Railroad Easement Agreements

For this agenda item, the Commission is asked to approve two railroad easements. The first easement is located at Mile Marker 434.17 for a 4-inch waterline, and the second easement is located at Mile Marker 435.1 for a 4-inch wastewater line; both lines to be encased in 10-inch steel casings. Each of the easements require a \$4,000 payment.

RECOMMENDED MOTIONS: *I move to approve the Union Pacific Railroad easements, for water and wastewater lines, at a cost of \$8,000.*

4.J: Purchase of Electric Department Equipment

Brandon has obtained two quotes for the cost of needed supplies for his Department. The quotes are for wire and other hardware that is critically short. This large expenditure is also to obtain the necessary wire and equipment for pending/unbudgeted electric expenditures, such as the sewer lift stations, hospital expansion, Neodesha Plastics and SICUT expansion/construction. The quotes are from Stanion and Border States. The Border States quote, however, is the lowest quote.

RECOMMENDED MOTIONS: *I move to approve the purchase of electric equipment from Border States in an amount not to exceed \$63,000.*

4.K: 2021 Contract for 4th of July Fireworks

This agenda item was tabled by the Commission December 23, 2020. The Commission is asked to consider approving a contract for 4th of July fireworks with either Rainbow Fireworks or Sizzboom Fireworks.

RECOMMENDED MOTION: *I move to approve the Contract with _____ Fireworks for the 2021 4th of July celebration, at a cost of \$_____.*

4.L: Sale of W. Tank Street Property to Neodesha Plastics

The Commission is asked to consider the sale of property to Neodesha Plastics for their construction project.

RECOMMENDED MOTIONS: *I move to approve the sale of the property located at 1200 W. Tank to Neodesha Plastics at a price of \$2,000.*

4.M: Donation of Fir Street Property

Provided as background, City streets are not typically owned by the City or individuals. On Fir Street, the City owns one section of street, and Kimberly and David Berdan own another section of street. The Berdans have been paying taxes on the section of street owned by them, and I recently asked if they would consider deeding the street to the City of Neodesha. The Berdans have agreed to deed this property to the City.

RECOMMENDED MOTIONS: *I move to accept the donation of the City Street property located in the 100 block of East Fir Street.*

4.N: Appointments to City Boards & Committees

For this agenda item, the Commission is asked to consider the various City Board appointments for unfulfilled terms and other positions that expired on December 31, 2020.

RECOMMENDED MOTIONS: *I move to reappoint Jennifer Marler, Janice Reece and Rod Schlegel Jr to the Active Transportation Advisory Board for four-year terms, expiring December 31, 2024.*

I move to appoint Chris Goodwin to the Economic Development Committee to fill the unexpired term for Walt Olson, with a term ending date of December 31, 2022.

I move to appoint Shane Stanfill to the Economic Development Committee and to reappoint Philip Newkirk, JoAnne Harper and Casey Lair to the Economic Development Committee for four-year terms, all expiring December 31, 2024.

I move to reappoint Lloyd Baumwart and Mina Olson to the Senior Citizens Board for three-year terms, expiring December 31, 2023.

4.O: Discuss Animal Control Ordinance

For this agenda item, Staff will present recommended changes to the Animal Control Ordinance.

RECOMMENDED MOTIONS: *N/A*

4.P: Discuss CARES Act Funding for Paid Quarantine Sick Leave

Beginning April 1, 2020, the CARES Act provided for reimbursement of paid time off that was taken due to qualifying quarantine circumstances. This CARES Act reimbursement was scheduled to sunset December 31, 2020. At this time, Staff believes that this type of reimbursement may be reinstated for 2021. The Commission is asked to consider continuing the paid time-off that is required due to ongoing qualified (ordered) quarantine.

RECOMMENDED MOTIONS: *I move to approve the continuation of paid time-off for City employees ordered quarantined by the Wilson County Health Department, and this extension shall expire April 1, 2021.*

4.Q: Accept Resignation of Public Works Department Employee

RECOMMENDED MOTIONS: *I move to accept the resignation of Andrew Howell effective January 19th, 2021.*

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 Electric Supervisor 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.

OATH/AFFIRMATION OF OFFICE
STATE OF KANSAS, WILSON COUNTY
CITY OF NEODESHA

I, **J.D. Moffatt**, do solemnly affirm that I will support the constitution of the United States and the constitution of the State of Kansas, and faithfully discharge the duties of **City Commissioner** for the City of Neodesha. So help me God.

K.S.A. 54-106; K.S.A. 75-4308

Signature

Subscribed and sworn before me this 11th day of January, 2021.

Stephanie Fyfe, City Clerk/Finance Director

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall, practicing social distancing and conducting the meeting by live streaming with Zoom, on Wednesday, December 23, 2020 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present. City Administrator, Ed Truelove, was present through live streaming with Zoom as he is in quarantine at his home.

Commissioner Nichol moved to approve the agenda as presented with the addition of item 41 Wilson Medical Center: 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 December 9, 2020 Commission Meeting; Appropriation (2020) 24; Raw Water Project Bond Appropriation No. 83; and Gas Line Project Appropriation No. 20. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the commission regarding Resolution 20-17. The GAAP (Generally Accepted Accounting Procedures) waiver is an annual requirement for cities using the Cash Basis of Accounting, instead of GAAP. Discussion held.

RESOLUTION NO. 20-17

A RESOLUTION FINDING THAT FINANCIAL STATEMENTS AND REPORTS PREPARED IN CONFORMITY TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ARE NOT RELEVANT TO THE REQUIREMENTS OF THE CASH BASIS AND BUDGET LAWS OF THE STATE AND ARE OF NO SIGNIFICANT VALUE TO THE GOVERNING BODY OR MEMBERS OF THE GENERAL PUBLIC OF THE CITY OF NEODESHA.

WHEREAS, The Governing Body of the City of Neodesha, Kansas, did on the 28th day of October, 1986, pass and approve Charter Ordinance No. 4 exempting itself from the provisions of K.S.A. 75-1120a as amended, insofar as said statutes require fixed asset records; and

WHEREAS the City of Neodesha, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2020 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the governing body or the members of the general public of the City of Neodesha and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended December 31, 2020.

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

SECTION 1. That the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Neodesha for the year ended December 31, 2020.

SECTION 2. That the Governing Body shall cause the financial statements and financial reports of the City of Neodesha to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Commissioner Nichol moved to adopt Resolution 20-17 regarding the GAAP waiver as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a 2021 Contract for 4th of July Fireworks. Discussion held.

Commissioner Moffatt moved to table this item until the January 11, 2021 Commission Meeting. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of 2021 Cereal Malt Beverage Licenses. Discussion held.

Commissioner Nichol moved to approve the 2021 Cereal Malt Beverage Licenses for: Casey's General Store; Le'Store; AKAS, Inc (Jumpstart); Pizza Hut; El Mescal; Little Bear Trading Company Inc and G & W Foods Inc. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the renewal of certain farm leases on City property. Discussion held.

Commissioner Moffatt moved to approve the lease renewal with Zack Mahaffey for farming purposes at the City Lagoons and West Granby Business Park; a lease renewal with Ethan Seller for farming purposes at the airport; and a hay lease renewal with Dan Mahaffey at the Neodesha City Airport. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the donation of Land Bank properties. Discussion held.

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

Commissioner Moffatt moved to approve the donation of West Granby Business Park lots 1 through 6, and lot 11, to SICUT, as an economic development incentive. Seconded by Commissioner Nichol. Motion carried.

(continued on next page)

Commissioner Nichol moved to approve the donation of Northgate mobile homes #2 and #24 to the Broadview Estates at Maize. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to adjourn as the Neodesha Land Bank. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a Letter of Support for a Broadband Grant Request for Wilco Wireless. Discussion held.

Commissioner Nichol moved to approve the grant letter of support for Wilco Wireless, and authorize the Mayor to sign. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding information related to the issuance of industrial revenue bonds in support of two businesses. Discussion held.

Commissioner Moffatt moved to ratify Staff and Bond Counsel's public advertising, calling for public hearings January 11, 2021 regarding the issuance of taxable industrial revenue bonds. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the Get Fit Lease with Wilson Medical Center. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the acceptance of resignation from Fire Chief Duane Banzet. Discussion was held and the letter of resignation was read by Police Chief Sam Tomlinson at the request of Fire Chief Banzet.

Commissioner Moffatt moved to accept the resignation of Fire Chief Duane Banzet, effective March 1, 2021. Seconded by Commissioner Nichol. Motion carried.

The next regular meeting of the Governing Body will be held in the great room at City Hall on Monday, January 11, 2021 at 2:00 p.m.

At 3:25 p.m. Commissioner Nichol moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

ORDINANCE NO 25

12/30/2020

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ACCURATE ENVIRONMENTAL LLC	LAB SUPPLIES	244.29	68200	1/11/2021
CINTAS	FIRST AID SUPPLIES	121.84	68201	1/11/2021
CORNERSTONE REGIONAL SURVEYING	BOUNDRY SURVEY SERVICE	1,546.00	68202	1/11/2021
D & D AUTO REPAIR & ALIGNMENT	BATTERIES	524.21	68203	1/11/2021
ENVIROLINE CO INC	PUMP	5,285.27	68204	1/11/2021
FED EX	SHIPPING CHARGES	30.22	68205	1/11/2021
HACH COMPANY	LAB SUPPLIES	313.67	68206	1/11/2021
HARMONY LODGE	1ST QTR LEASE 2021	900.00	68207	1/11/2021
INDUSTRIAL SALES COMPANY INC	CURB SERVICE	367.50	68208	1/11/2021
TROY A JANTZ	CIVIC CENTER DEPOSIT REFUND	50.00	68209	1/11/2021
KANSAS ONE-CALL SYSTEM, INC	DECEMBER LOCATES	237.60	68210	1/11/2021
NKC Tire	TIRES	503.00	68211	1/11/2021
KOONS GAS MEASUREMENT	GAS LINE SUPPLIES	5,933.29	68212	1/11/2021
LAKELAND OFFICE SYSTEMS	COPIER MAINTENANCE	132.54	68213	1/11/2021
LANDIS+GYR TECHNOLOGY INC	AUTOMATED METERING	950.00	68214	1/11/2021
LITTLE BEAR TIRE	TIRE REPAIR	15.00	68215	1/11/2021
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	275.40	68216	1/11/2021
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,791.37	68217	1/11/2021
MELS PRINTING	WATER TREATMENT LOG BOOKS	124.20	68218	1/11/2021
MIDWEST COMPUTER SALES	ONLINE BACKUP SOLUTION	194.95	68219	1/11/2021
NAVRAT'S OFFICE PRODUCTS	DOG & CAT TAGS	227.20	68220	1/11/2021
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	379.75	68221	1/11/2021
NEODESHA DERRICK	PUBLICATIONS	603.50	68222	1/11/2021
O'REILLY AUTOMOTIVE INC	AUTO PARTS	87.80	68223	1/11/2021
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	1,259.86	68224	1/11/2021
PHILIPS HEALTHCARE	TRIOLOGY	24,651.20	68225	1/11/2021
PITNEY BOWES INC	RED POSTAGE INK	220.98	68226	1/11/2021
PRAIRIE FIRE COFFEE	COFFEE SERVICE	163.61	68227	1/11/2021
PRAIRIELAND PARTNERS LLC	EQUIPMENT PARTS	394.03	68228	1/11/2021

QUILL CORPORATION	OFFICE SUPPLIES	74.99	68229	1/11/2021
ROBERT'S AUTOMOTIVE	WATER PUMP	300.00	68230	1/11/2021
ROMANS MOTOR COMPANY, INC	BRAKE REPAIR	153.70	68231	1/11/2021
KENNETH SHULTZ	REFUND OVERPMT AMBULANCE BILL	800.00	68232	1/11/2021
SIGN DESIGN	EMBROIDERY	43.00	68233	1/11/2021
SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	73.98	68234	1/11/2021
SPECIALTY RESPONSE SERVICE	AIR & SURFACE DISINFECT LAMP	6,500.00	68235	1/11/2021
STANION WHOLESALE ELECTRIC	METER SOCKET	700.00	68236	1/11/2021
SUNDOWNER TROPHIES	ANNIVERSARY PLAQUES	66.00	68237	1/11/2021
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	210.30	68238	1/11/2021
TWIGS FLORAL & GIFTS	SYMPATHY PLANT	49.28	68239	1/11/2021
US CELLULAR	CELL PHONE CHARGES	372.74	68240	1/11/2021
WESTERN AUTO	SUPPLIES	141.83	68241	1/11/2021
WILSON MEDICAL CENTER	DECEMBER TAX DISTRIBUTION	23,643.37	68242	1/11/2021
WOODS LUMBER COMPANY	SUPPLIES	124.44	68243	1/11/2021

****TOTAL****

81,781.91

RAW WATER PROJECT BOND
APPROPRIATION 84a
January 11, 2021

Vendor	Invoice No	Check No	Amount	Description
Maguire Iron	PR 3	1225	103,022.75	Construction
GRAND TOTAL			<u>103,022.75</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Contractor's Application for Payment No. 3

Application Period: 12/01/2020 - 12/31/2020		Application Date: 12/31/2020
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

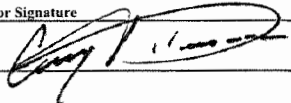
**Application For Payment
Change Order Summary**

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)	\$ \$470,345.00
			5. RETAINAGE:	
			a. 5% X \$470,345.00 Work Completed	\$ \$23,517.25
			b. 5% X Stored Material	\$
			c. Total Retainage (Line 5.a + Line 5.b)	\$ \$23,517.25
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ \$446,827.75
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ \$343,805.00
			8. AMOUNT DUE THIS APPLICATION	\$ \$103,022.75
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above)	\$ \$724,172.25
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

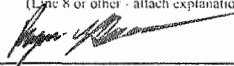
Contractor's Certification

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: 12/31/2020

Payment of: \$ 103,022.75
(Line 8 or other - attach explanation of the other amount)

is recommended by:  1/4/2021
(Engineer) (Date)

Payment of: \$ 103,022.75
(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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CDBG/USDA GAS LINE GRANT
APPROPRIATION 21
January 11, 2021

Vendor	Invoice No	Check No	Amount	Description
Forsythe Heating & Electric	10565	1122	570.00	Construction
Forsythe Heating & Electric	10566	1122	285.41	Construction
Forsythe Heating & Electric	10567	1122	351.47	Construction
NPL Contstruction Co	PR 6	1123	174,042.23	Construction
Ranson Financial Group LLC	1003	1124	4,000.00	Administration
GRAND TOTAL			<u>179,249.11</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: 12/18/2020
Invoice No.: 10565
Due Date: 12/28/2020
Customer PO GAS LINE
No.: PROJECT-21
CENTURY
PARKWAY

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

Qty	Description	Unit Price	TAX %	Total
3	LABOR TO HOOK UP GAS LINE-10/12/30 - KNICKERBOCKER- 21 CENTURY PARKWAY	\$95.00	0%	\$285.00
1	TRENCHER	\$95.00	0%	\$95.00
2	LABOR TO FINISH UP GAS LINE-12/15/20 KNICKERBOCKER-21 CENTURY PARKWAY	\$95.00	0%	\$190.00

Total \$570.00

Balance Due \$570.00

GAS LINE PROJECT-DAVID KNICKERBOCKER-21 CENTURY PARKWAY

Thank you for your business.

Invoice

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

Date: 12/18/2020
Invoice No.: 10566
Due Date: 12/28/2020
Customer PO WYLE BLANN
No.: 33 CENTURY
PARKWAY

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

Qty	Description	Unit Price	TAX %	Total
2.5	LABOR TO HOOK GAS LINE PROJECT AT WYLIE BLANN 33 CENTURY PARKWAY	\$95.00	0%	\$237.50
20	1" BLK PIPE	\$2.10	0%	\$42.00
1	1" COUPLING	\$1.92	0%	\$1.92
1	TEFLON & RECTORSEAL	\$2.00	0%	\$2.00
1	1" 90 L	\$1.99	0%	\$1.99

Total \$285.41

Balance Due \$285.41

GAS LINE PROJECT-WYLE BLANN-33 CENTURY PARKWAY

Thank you for your business.

Invoice

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

Date: 12/18/2020
Invoice No.: 10567
Due Date: 12/28/2020
Customer PO 11 CENTURY
No.: PARKWAY

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

Qty	Description	Unit Price	TAX %	Total
3	LABOR TO HOOK GAS LINE PROJECT-11 CENTURY PARKWAY	\$95.00	0%	\$285.00
2	1" 90 L	\$1.99	0%	\$3.98
2	1" COUPLING	\$1.92	0%	\$3.84
24	1" BLK PIPE	\$2.10	0%	\$50.40
5	TOREX SCREWS	\$0.25	0%	\$1.25
10	PLUMBERS STRAP	\$0.50	0%	\$5.00
1	TEFLON & RECTORSEAL	\$2.00	0%	\$2.00

Total \$351.47

Balance Due \$351.47

GAS LINE PROJECT-11 CENTURY PARKWAY

Thank you for your business.

Contractor's Application for Payment No.

6

Application Period: 11/3/2020-11/25/2020		Application Date: 11/2/2020	
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**

Change Order Summary				
Approved Change Orders				
Number	Additions	Deductions		
		-51,165.27		

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: Trenor Kaufman Date: 12/22/2020

Payment of: \$ 174,042.23
(Line 8 or other - attach explanation of the other amount)

is recommended by: Trenor Kaufman 12/22/2020
(Engineer) (Date)

Payment of: \$ \$174,042.23
(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

[illegible]



Ranson Financial Group LLC
200 W. Douglas, Suite 600
Wichita, KS 67202

Invoice

Date	Invoice #
12/28/2020	1003

Client

City of Neodesha
Attn: Stephanie Fyfe
1407 N 8th Street
Neodesha, KS 66757

Project #

Grant (1015)

Description	Amount
Grant Administration Services	
Grant Amount: \$24,250.00	
LESS Statement No. 1: \$2,250.00	
LESS Statement No. 2: \$2,500.00	
LESS Statement No. 3: \$2,500.00	
LESS Statement No. 4: \$4,000.00	
LESS Statement No. 5:	4,000.00
Contract Balance: \$9,000.00	

Please make check payable to:
RANSON FINANCIAL GROUP LLC
200 W. Douglas, Suite 600
Wichita, KS 67202

Total	\$4,000.00
-------	------------

Or, if you prefer ACH, transfer funds to:
Routing # 101000019
Account # 273002969
(Commerce Bank, Wichita, KS)

Phone #	E-mail
(316) 264-3400	billing@ransonfinancial.com

Together, Ranson Financial Group LLC and Citycode Financial LLC provide financial and legal advisory services to Kansas communities including bonds, grants, loans, rate reviews, municipal codes, economic development services and websites.

CITY OF NEODESHA

RESOLUTION 21-01

A RESOLUTION AMENDING THE POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA, KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-14.

WHEREAS, K.S.A. 12-101 provides that a city may exercise the powers of home rule in determination of local affairs, and the City of Neodesha is a City of the Second Class as defined by Kansas Statute; and

WHEREAS, the management of the City of Neodesha regarding personnel rules, employee classification plans, compensation and related administrative procedures and policies are a permissible exercise of home rule powers, pursuant to K.S.A. 12-101a; and

WHEREAS, the City of Neodesha Governing Body established a pay plan and position descriptions for all City of Neodesha employees in the form of a Position Classification and Pay Plan document to establish an equitable pay system based upon merit performance to be administered by the City Administrator:

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:

That the following amendments be made to the adopted Position Classification and Pay Plan:

- Amend Section 4: Pay Tables, to add a two-percent Cost of Living Adjustment (COLA) for Budget Year 2021.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 11th day of January, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

RESOLUTION NO. 21-02

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN ADDITION TO AN EXISTING COMMERCIAL FACILITY LOCATED IN THE ENVIRONS OF SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Neodesha, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Neodesha and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the approximate principal amount of \$1,600,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of an addition to an existing commercial facility (the "Project") located in the environs of the Issuer and to be leased by the Issuer to Neodesha Plastics, Inc., a Kansas corporation, or another legal entity to be formed by the principals of Neodesha Plastics, Inc. (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer and its environs, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the approximate principal amount of \$1,600,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to the Tenant, which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. **Property Tax Exemption.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals.

Section 5. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. **Execution and Delivery of Bond Purchase Agreement.** At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

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ADOPTED by the governing body of the City of Neodesha, Kansas on January 11, 2021.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on January 11, 2021, as the same appears of record in my office.

DATED: January 11, 2021.

Clerk

**A Tax Abatement Cost-Benefit Analysis of
Neodesha Plastics, Inc.
for the City of Neodesha**

Completed by
Municipal Consulting, LLC
12/13/2020

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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents and acceptable investment opportunity.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Neodesha	1.44	4%
Wilson County	1.01	0%
Neodesha USD 461	4.28	33%
Neodesha Recreation Commission	1.07	1%
Wildcat Extension District	1.27	2%
State of Kansas	9.16	82%

Each of the taxing entities has a positive benefit-to-cost ratio. This report assumes that the City of Neodesha will approve an IRB with a property tax abatement of 100% on the new construction for 10 years. No PILOT payment has been considered in this analysis. This report assumes that the firm will apply for and be granted a sales tax exemption on construction materials and that the current local, county and state sales tax rates remain the same.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb

Digitally signed by R. Steven
Robb
Date: 2020.12.13 17:43:51
-06'00'

R. Steven Robb
Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
www.municipalconsulting.biz
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME: Neodesha Plastics, Inc.					
DATE: 12/13/2020					
GOVERNMENTAL ENTITIES INVOLVED:					
CITY: City of Neodesha					
COUNTY: Wilson County					
SCHOOL DISTRICT: Neodesha USD 461					
SPECIAL TAXING DISTRICT #1 Neodesha Recreation Commission					
SPECIAL TAXING DISTRICT #2 Wildcat Extension District					
STATE: State of Kansas					
INFLATION RATE: 1.50% DISCOUNT RATE: 2.50%					

Neodesha Plastics, Inc.

Column1	Column2	Column3	Column4	Column6	Column7	Column11		
Community Data Inputs:								
	City of Neodesha	Wilson County	Neodesha USD 461	Neodesha Recreation Commission	Wildcat Extension District	State		
Mill Levy	77.639	67.871	56.364	3.500	1.383	1.500		
Sales Tax	2.000%	0.000%	n/a	n/a	n/a	6.50%		
Transient Guest Tax	0.00%	2.00%	n/a	n/a	n/a	n/a		
Utility Revenue/HsHld	\$671.89	n/a	n/a	n/a	n/a	n/a		
Franchise Fees/HsHld	\$14.62	n/a	n/a	n/a	n/a	n/a		
Other Revenues/Res.	\$149.44	\$49.76	n/a	\$15.21	\$10.93	\$1,078.69		
Marg. Cost/Res./Student	\$87.93	\$33.76	\$1,569.45	\$10.43	\$3.28	\$555.12		
Other Revenues/Worker	\$146.20	\$48.68	n/a	\$14.88	\$10.69	\$936.49		
Marginal Cost/New Worker	\$86.02	\$33.02	n/a	\$10.20	\$3.21	\$481.94		
State Funding/Pupil	n/a	n/a	\$11,929.24	n/a	n/a	n/a		
Federal Funding/Pupil	n/a	n/a	\$1,109.56	n/a	n/a	n/a		
Visitor Daily Spending	\$37.50	\$37.50	Year	Estimated Property Tax		\$75		
Average Hotel Room Rate	\$75	\$75				1	\$66,642.24	n/a
Retail Pull Factor	N/A	0.50				2	\$67,641.87	n/a
Percent of County Share	N/A	100.00%				3	\$68,656.50	n/a
Ann. Local Per Capita Sales Tax	\$262	\$0				4	\$69,686.35	n/a
Ann. State Per Capita Sales Tax	\$567	\$513				5	\$70,731.64	\$952
Annual Per Capita Retail Sales	\$8,729	\$7,890				6	\$71,792.62	\$14,654
Average Household Size	2.34	2.28				7	\$72,869.51	2.49
Avg. Wage, all occupations	N/A	\$41,035				8	\$73,962.55	\$46,520
						9	\$75,071.99	
			10	\$76,198.07				

Neodesha Plastics, Inc.

Firm Data Inputs:		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
		First Expansion- Year 1											
		Land	Building	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Investment in Land & Building		\$0	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,000
Investment in Equipment			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Incentives		\$0											
	Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales	0.00%		\$750,000	\$1,000,000	\$1,200,000	\$1,300,000	\$1,400,000	\$1,500,000	\$1,600,000	\$1,700,000	\$1,800,000	\$1,900,000	\$14,150,000
Purchases	0.00%		\$190,000	\$253,330	\$303,996	\$329,329	\$354,662	\$379,995	\$405,328	\$430,661	\$455,994	\$481,327	\$3,584,622
City Util. Revenue-Firm	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Util Revenue-Employees	3.00%	\$0	\$2,016	\$2,768	\$3,564	\$4,405	\$5,294	\$6,231	\$7,220	\$8,263	\$9,362	\$10,520	\$59,644
Franchise Fees-Firm	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Franchise Fees - Employees	3.00%	\$0	\$44	\$60	\$78	\$96	\$115	\$136	\$157	\$180	\$204	\$229	\$1,298
New Employees		0	15	5	5	5	5	7	7	7	7	7	70
Employees new to the city		n/a	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	12.0
Employees new to the county		n/a	3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	12.0
Employees new to the state		n/a	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New students in K-12			3.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	12.0
New employee average salary		\$0	\$35,000	\$35,394	\$35,740	\$36,063	\$36,375	\$36,600	\$36,842	\$37,096	\$37,357	\$37,626	N/A
Tax Abatement-Land ²			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg. ²			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors	0.0%	0	15	3	3	3	3	3	3	3	3	3	42
			City	County	State								
Percentage of sales taxable in the			0%	0.00%	0.00%								
Percentage of purchases taxable in the			0%	0%	0%								
Assumed Inflation Rate			1.50%										

COST-BENEFIT ANALYSIS PROJECT SUMMARY

PROJECT NAME: Neodesha Plastics, Inc.

DATE: 12/13/2020

Entity	Total Benefits	Total Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Ratio of NPV of Net Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
City of Neodesha	\$408,013	\$282,783	\$125,230	\$106,430	\$232,016	0.46	1.44	4%
Wilson County	\$241,927	\$238,834	\$3,092	\$2,630	\$202,825	0.01	1.01	0%
Neodesha USD 461	\$1,272,761	\$297,108	\$975,652	\$829,127	\$147,519	5.62	4.28	33%
Neodesha Recreation Commission	\$14,906	\$13,989	\$917	\$779	\$10,459	0.07	1.07	1%
Wildcat Extension District	\$6,835	\$5,366	\$1,469	\$1,247	\$4,133	0.30	1.27	2%
State of Kansas	\$1,220,090	\$133,180	\$1,086,910	\$922,641	\$4,483	205.83	9.16	82%
Grand Totals	\$3,164,531	\$971,261	\$2,193,271	\$1,862,854	\$601,436	3.10	3.26	N/A

SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Neodesha Plastics, Inc.

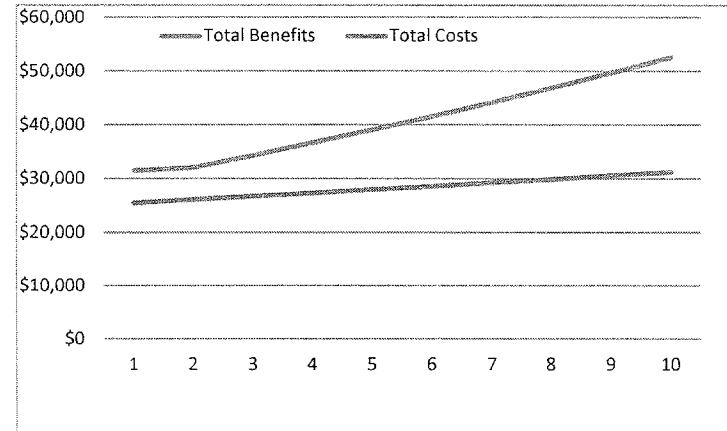
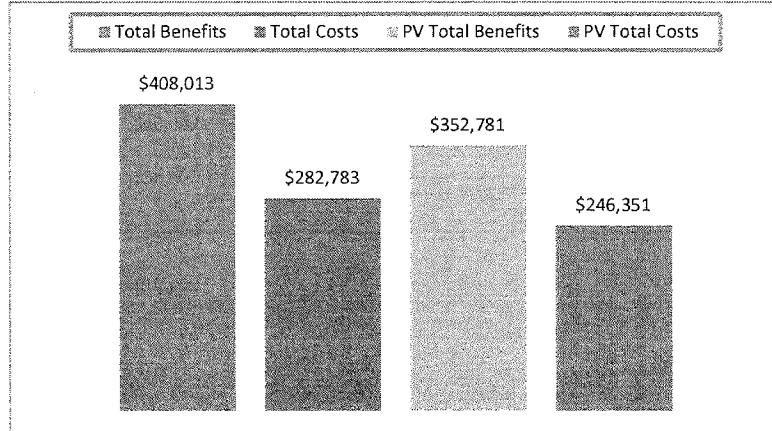
City of Neodesha

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	1.44
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	1.43
(Typical desired ratio would be 1.3 to 1)	
Average ROI	4.43%

DATE: 12/13/2020

DISCOUNT RATE: 2.50%

Year	Sales Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
1	\$3,511	\$24,844	\$2,060	\$0	\$1,055	\$31,470	\$30,702	\$621	\$24,844	\$25,465	\$24,844	\$6,005	\$6,005	\$5,858	\$24,239
2	\$2,534	\$25,217	\$2,828	\$0	\$1,428	\$32,008	\$30,465	\$840	\$25,217	\$26,057	\$24,802	\$5,951	\$11,955	\$5,664	\$24,002
3	\$3,213	\$25,595	\$3,642	\$0	\$1,811	\$34,262	\$31,815	\$1,066	\$25,595	\$26,661	\$24,758	\$7,601	\$19,556	\$7,058	\$23,768
4	\$3,912	\$25,979	\$4,501	\$0	\$2,206	\$36,599	\$33,156	\$1,298	\$25,979	\$27,277	\$24,712	\$9,321	\$28,877	\$8,444	\$23,536
5	\$4,631	\$26,369	\$5,409	\$0	\$2,613	\$39,021	\$34,489	\$1,537	\$26,369	\$27,906	\$24,665	\$11,115	\$39,992	\$9,824	\$23,306
6	\$5,370	\$26,765	\$6,367	\$0	\$3,031	\$41,532	\$35,813	\$1,783	\$26,765	\$28,548	\$24,617	\$12,985	\$52,977	\$11,197	\$23,079
7	\$6,131	\$27,166	\$7,378	\$0	\$3,461	\$44,135	\$37,129	\$2,036	\$27,166	\$29,202	\$24,567	\$14,933	\$67,910	\$12,563	\$22,854
8	\$6,913	\$27,574	\$8,443	\$0	\$3,903	\$46,833	\$38,438	\$2,296	\$27,574	\$29,870	\$24,515	\$16,963	\$84,873	\$13,922	\$22,631
9	\$7,718	\$27,987	\$9,566	\$0	\$4,357	\$49,628	\$39,739	\$2,564	\$27,987	\$30,551	\$24,463	\$19,078	\$103,950	\$15,276	\$22,410
10	\$8,545	\$28,407	\$10,749	\$0	\$4,825	\$52,525	\$41,033	\$2,839	\$28,407	\$31,246	\$24,409	\$21,280	\$125,230	\$16,624	\$22,191
Total	\$52,478	\$265,904	\$60,943	\$0	\$28,689	\$408,013	\$352,781	\$16,879	\$265,904	\$282,783	\$246,351	\$125,230	\$125,230	\$106,430	\$232,016



SUMMARY OF COSTS AND BENEFITS FOR:

Wilson County

PROJECT: Neodesha Plastics, Inc.

DATE: 12/13/2020

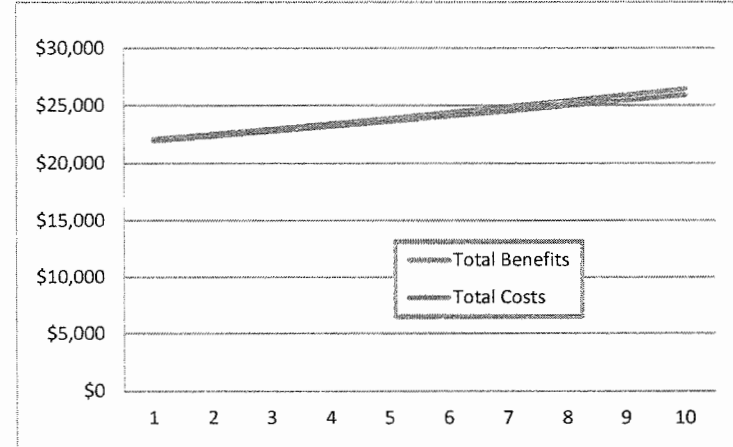
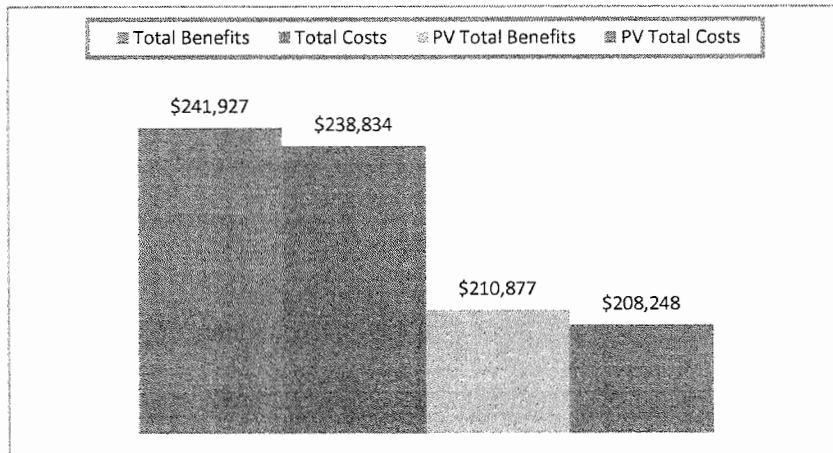
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.01

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.01

Average ROI 0.13%

Year	Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$23	\$21,719	\$0	\$346	\$22,087	\$21,549	\$235	\$21,719	\$21,954	\$21,418	\$134	\$134	\$131	\$21,189
2	\$5	\$22,045	\$0	\$468	\$22,517	\$21,432	\$318	\$22,045	\$22,362	\$21,285	\$155	\$289	\$148	\$20,982
3	\$5	\$22,375	\$0	\$594	\$22,974	\$21,334	\$403	\$22,375	\$22,778	\$21,152	\$196	\$485	\$182	\$20,778
4	\$5	\$22,711	\$0	\$724	\$23,439	\$21,235	\$491	\$22,711	\$23,202	\$21,020	\$237	\$722	\$215	\$20,575
5	\$5	\$23,051	\$0	\$857	\$23,913	\$21,136	\$581	\$23,051	\$23,633	\$20,888	\$280	\$1,002	\$248	\$20,374
6	\$5	\$23,397	\$0	\$994	\$24,396	\$21,037	\$674	\$23,397	\$24,072	\$20,757	\$325	\$1,327	\$280	\$20,175
7	\$5	\$23,748	\$0	\$1,135	\$24,888	\$20,938	\$770	\$23,748	\$24,518	\$20,626	\$370	\$1,697	\$311	\$19,979
8	\$5	\$24,104	\$0	\$1,280	\$25,390	\$20,838	\$869	\$24,104	\$24,973	\$20,496	\$417	\$2,114	\$342	\$19,784
9	\$5	\$24,466	\$0	\$1,429	\$25,900	\$20,739	\$970	\$24,466	\$25,436	\$20,367	\$465	\$2,578	\$372	\$19,591
10	\$5	\$24,833	\$0	\$1,583	\$26,421	\$20,640	\$1,074	\$24,833	\$25,907	\$20,238	\$514	\$3,092	\$402	\$19,399
Total	\$66	\$232,449	\$0	\$9,411	\$241,927	\$210,877	\$6,385	\$232,449	\$238,834	\$208,248	\$3,092	\$3,092	\$2,630	\$202,825



SUMMARY OF COSTS AND BENEFITS FOR:

Neodesha USD 461

PROJECT:

Neodesha Plastics, Inc.

DATE: 12/13/2020

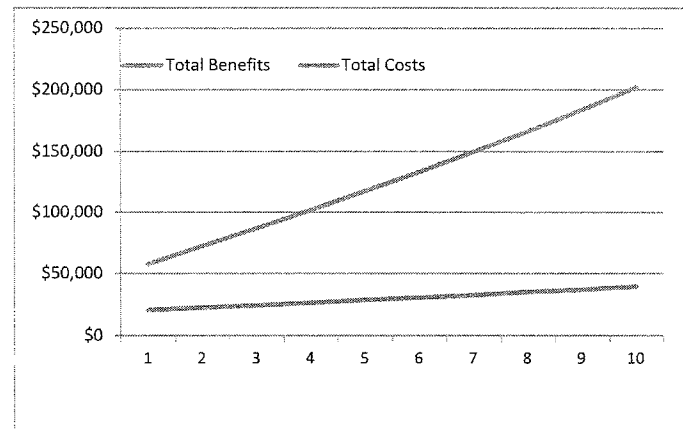
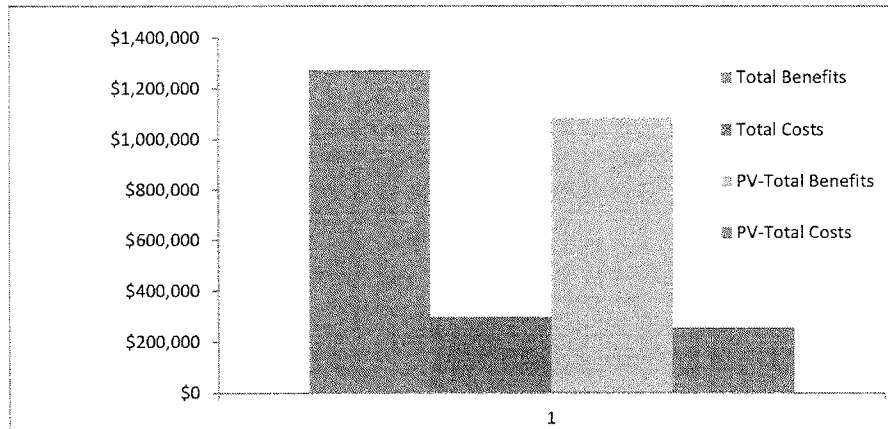
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 4.28

Ratio of Present Value of Total Benefits to Present Value of Total Costs 4.24

(Typical desired ratio would be 1.3 to 1) **Average ROI** 32.84%

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Marginal Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$15,796	\$0	\$2,240	\$39,703	\$57,740	\$56,331	\$4,708	\$15,796	\$20,505	\$20,005	\$37,235	\$37,235	\$36,327	\$15,411
2	\$16,033	\$0	\$2,274	\$53,732	\$72,039	\$68,567	\$6,372	\$16,033	\$22,405	\$21,326	\$49,633	\$86,868	\$47,242	\$15,261
3	\$16,274	\$0	\$2,308	\$68,172	\$86,754	\$80,559	\$8,084	\$16,274	\$24,358	\$22,619	\$62,395	\$149,263	\$57,940	\$15,112
4	\$16,518	\$0	\$2,342	\$83,033	\$101,894	\$92,311	\$9,847	\$16,518	\$26,365	\$23,885	\$75,529	\$224,792	\$68,425	\$14,965
5	\$16,766	\$0	\$2,377	\$98,325	\$117,469	\$103,825	\$11,660	\$16,766	\$28,426	\$25,125	\$89,043	\$313,835	\$78,701	\$14,819
6	\$17,017	\$0	\$2,413	\$114,058	\$133,488	\$115,106	\$13,526	\$17,017	\$30,543	\$26,337	\$102,945	\$416,779	\$88,769	\$14,674
7	\$17,273	\$0	\$2,449	\$130,239	\$149,961	\$126,157	\$15,445	\$17,273	\$32,718	\$27,524	\$117,244	\$534,023	\$98,633	\$14,531
8	\$17,532	\$0	\$2,486	\$146,881	\$166,899	\$136,982	\$17,418	\$17,532	\$34,950	\$28,685	\$131,949	\$665,972	\$108,296	\$14,389
9	\$17,795	\$0	\$2,523	\$163,993	\$184,311	\$147,583	\$19,448	\$17,795	\$37,242	\$29,821	\$147,068	\$813,040	\$117,762	\$14,249
10	\$18,062	\$0	\$2,561	\$181,585	\$202,207	\$157,964	\$21,534	\$18,062	\$39,595	\$30,932	\$162,612	\$975,652	\$127,032	\$14,110
Total	\$169,065	\$0	\$23,974	\$1,079,721	\$1,272,761	\$1,085,386	\$128,043	\$169,065	\$297,108	\$256,259	\$975,652	\$975,652	\$829,127	\$147,519



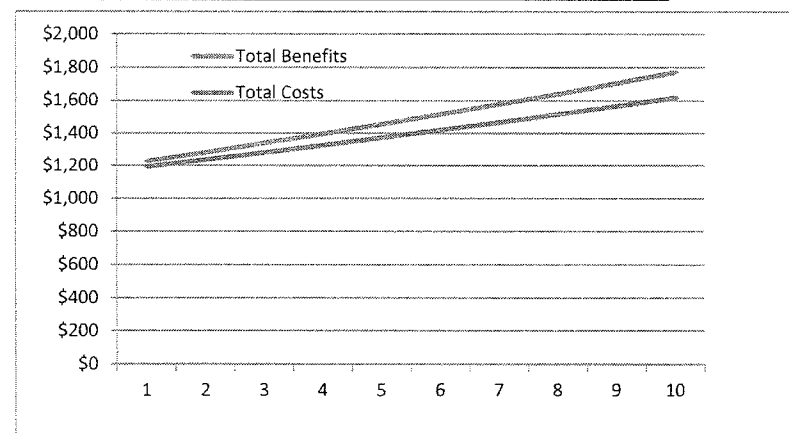
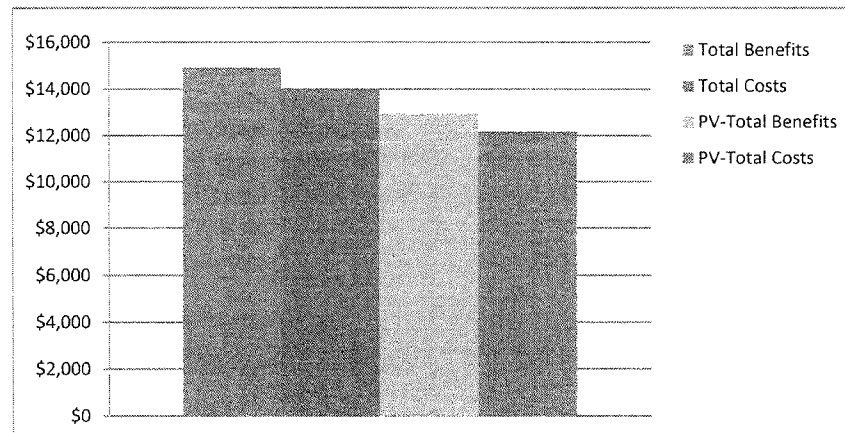
SUMMARY OF COSTS AND BENEFITS FOR: Neodesha Recreation Commission
PROJECT: Neodesha Plastics, Inc.

DATE: 12/13/2020

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.07
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.06
Average ROI 0.66%
(Typical desired ratio would be 1.3 to 1)

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$1,120	\$0	\$107	\$1,227	\$1,197	\$74	\$1,120	\$1,194	\$1,164	\$34	\$34	\$33	\$1,093
2	\$1,137	\$0	\$145	\$1,282	\$1,220	\$100	\$1,137	\$1,236	\$1,177	\$46	\$79	\$43	\$1,082
3	\$1,154	\$0	\$184	\$1,338	\$1,243	\$126	\$1,154	\$1,280	\$1,189	\$58	\$137	\$54	\$1,071
4	\$1,171	\$0	\$224	\$1,396	\$1,264	\$154	\$1,171	\$1,325	\$1,200	\$71	\$208	\$64	\$1,061
5	\$1,189	\$0	\$266	\$1,455	\$1,286	\$182	\$1,189	\$1,371	\$1,212	\$84	\$291	\$74	\$1,051
6	\$1,207	\$0	\$308	\$1,515	\$1,306	\$211	\$1,207	\$1,418	\$1,223	\$97	\$388	\$84	\$1,040
7	\$1,225	\$0	\$352	\$1,577	\$1,326	\$241	\$1,225	\$1,466	\$1,233	\$111	\$499	\$93	\$1,030
8	\$1,243	\$0	\$397	\$1,640	\$1,346	\$272	\$1,243	\$1,515	\$1,244	\$125	\$624	\$102	\$1,020
9	\$1,262	\$0	\$443	\$1,705	\$1,365	\$304	\$1,262	\$1,566	\$1,254	\$139	\$763	\$112	\$1,010
10	\$1,281	\$0	\$491	\$1,772	\$1,384	\$337	\$1,281	\$1,617	\$1,263	\$154	\$917	\$121	\$1,000
Total	\$11,987	\$0	\$2,919	\$14,906	\$12,938	\$2,002	\$11,987	\$13,989	\$12,159	\$917	\$917	\$779	\$10,459



SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Neodesha Plastics, Inc.

Wildcat Extension District

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.27

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.27

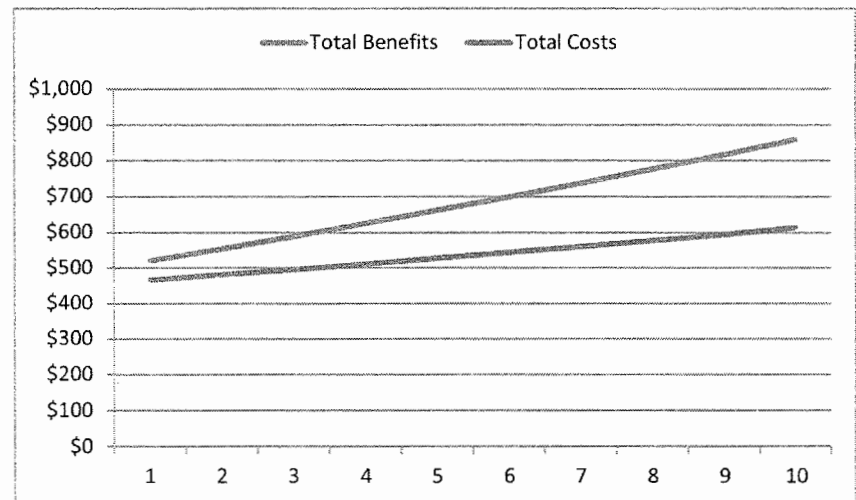
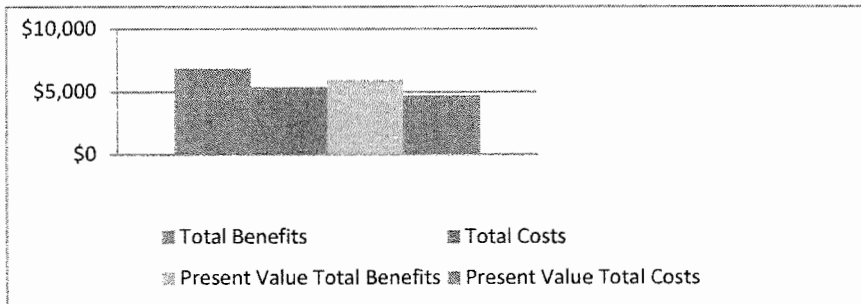
DATE: 12/13/2020

DISCOUNT RATE: 2.50%

(Typical desired ratio would be 1.3 to 1)

Average ROI 1.82%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$443	\$0	\$77	\$520	\$507	\$23	\$443	\$466	\$454	\$54	\$54	\$53	\$432
2	\$449	\$0	\$104	\$554	\$527	\$31	\$449	\$481	\$457	\$73	\$127	\$70	\$428
3	\$456	\$0	\$132	\$588	\$546	\$40	\$456	\$496	\$460	\$93	\$220	\$86	\$423
4	\$463	\$0	\$161	\$624	\$565	\$48	\$463	\$511	\$463	\$113	\$333	\$102	\$419
5	\$470	\$0	\$191	\$661	\$584	\$57	\$470	\$527	\$466	\$134	\$467	\$118	\$415
6	\$477	\$0	\$222	\$698	\$602	\$66	\$477	\$543	\$468	\$155	\$622	\$134	\$411
7	\$484	\$0	\$253	\$737	\$620	\$76	\$484	\$560	\$471	\$177	\$799	\$149	\$407
8	\$491	\$0	\$285	\$777	\$637	\$86	\$491	\$577	\$473	\$200	\$999	\$164	\$403
9	\$499	\$0	\$319	\$817	\$654	\$96	\$499	\$594	\$476	\$223	\$1,222	\$179	\$399
10	\$506	\$0	\$353	\$859	\$671	\$106	\$506	\$612	\$478	\$247	\$1,469	\$193	\$395
Total	\$4,737	\$0	\$2,098	\$6,835	\$5,915	\$629	\$4,737	\$5,366	\$4,667	\$1,469	\$6,310	\$1,247	\$4,133



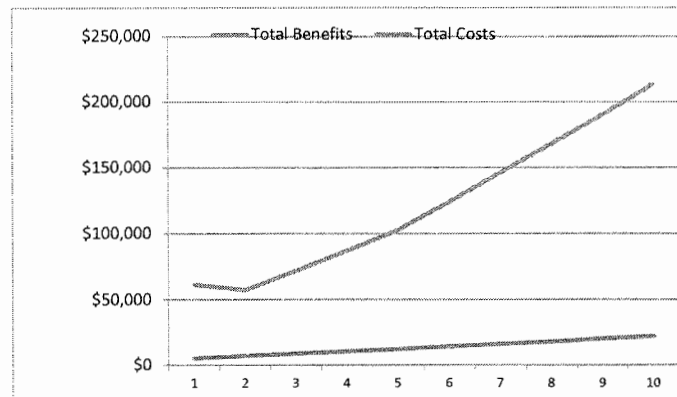
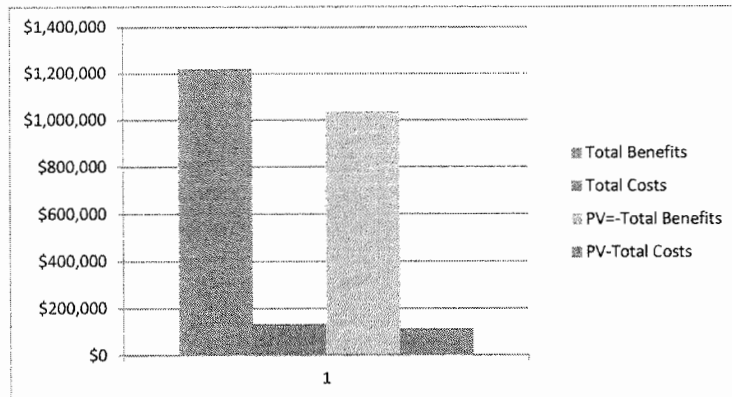
SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Neodesha Plastics, Inc.
DATE: #####

State of Kansas

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 9.16
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 9.15
(Typical desired ratio would be 1.3 to 1) Average ROI 81.61%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
1	\$46,064	\$480	\$14,700	\$0	\$0	\$61,244	\$59,750	\$0	\$4,708	\$480	\$0	\$5,188	\$5,062	\$56,055	\$56,055	\$54,688	\$468
2	\$36,721	\$487	\$19,821	\$0	\$0	\$57,029	\$54,281	\$0	\$6,372	\$487	\$0	\$6,859	\$6,529	\$50,170	\$106,225	\$47,752	\$464
3	\$46,379	\$495	\$25,018	\$0	\$0	\$71,891	\$66,758	\$0	\$8,084	\$495	\$0	\$8,579	\$7,966	\$63,312	\$169,537	\$58,791	\$459
4	\$56,202	\$502	\$30,293	\$0	\$0	\$86,997	\$78,815	\$0	\$9,847	\$502	\$0	\$10,349	\$9,375	\$76,648	\$246,185	\$69,439	\$455
5	\$66,193	\$509	\$35,647	\$0	\$0	\$102,350	\$90,463	\$0	\$11,660	\$509	\$0	\$12,170	\$10,756	\$90,180	\$336,365	\$79,706	\$450
6	\$80,251	\$517	\$43,042	\$0	\$0	\$123,810	\$106,761	\$0	\$13,526	\$517	\$0	\$14,043	\$12,109	\$109,767	\$446,132	\$94,652	\$446
7	\$94,539	\$525	\$50,548	\$0	\$0	\$145,612	\$122,498	\$0	\$15,445	\$525	\$0	\$15,970	\$13,435	\$129,642	\$575,774	\$109,063	\$442
8	\$109,063	\$533	\$58,166	\$0	\$0	\$167,762	\$137,690	\$0	\$17,418	\$533	\$0	\$17,951	\$14,733	\$149,811	\$725,585	\$122,957	\$437
9	\$123,827	\$541	\$65,899	\$0	\$0	\$190,266	\$152,351	\$0	\$19,448	\$541	\$0	\$19,988	\$16,005	\$170,278	\$895,862	\$136,346	\$433
10	\$138,835	\$549	\$73,747	\$0	\$0	\$213,130	\$166,497	\$0	\$21,534	\$549	\$0	\$22,083	\$17,251	\$191,048	\$1,086,910	\$149,246	\$429
Total	\$798,072	\$5,137	\$416,880	\$0	\$0	\$1,220,090	\$1,035,863	\$0	\$128,043	\$5,137	\$0	\$133,180	\$113,222	\$1,086,910	\$1,086,910	\$922,641	\$4,483



Neodesha Plastics, Inc.

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	15	70
Construction jobs created	38	0
Number of New Residents in the Community	8	29
Number of Additional Students in the Local School District	3	12
Increase in Local Personal Incomes	\$525,000	\$14,888,586
Increase in Local Retail Sales	\$329,733	\$1,673,689
Increase in the Community's Property Tax Base	\$1,600,000	\$1,600,000
Investment in Machinery & Equipment:	\$0	\$0
Estimated new annual property tax revenues after the abatement period:		
	City	\$28,833
	County	\$25,205
	School	\$20,932
	Rec. Comm.	\$1,300
	Ext. Dist.	\$514
	State	\$557
	Total	\$77,341

RESOLUTION NO. 21-03

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, RENOVATION AND EQUIPPING OF A COMMERCIAL FACILITY LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Neodesha, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Neodesha, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the principal amount not to exceed \$20,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, renovation and equipping of a commercial facility (the "Project") located in the Issuer and to be leased by the Issuer to SICUT North America, Inc., a Delaware corporation, or another legal entity to be formed by the principals of SICUT North America, Inc. (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, renovation and equipping of the Project and to issue its revenue bonds, in one or more series, in the principal amount not to exceed \$20,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to the Tenant, which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. **Property Tax Exemption.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals.

Section 5. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. **Execution and Delivery of Bond Purchase Agreement.** At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

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ADOPTED by the governing body of the City of Neodesha, Kansas on January 11, 2021.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on January 11, 2021, as the same appears of record in my office.

DATED: January 11, 2021

Clerk

A Tax Abatement Cost-Benefit Analysis of SICUT North America Inc for the City of Neodesha

Completed by
Municipal Consulting, LLC
12/10/2020

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Neodesha USD 461 Benefits, Costs and Ratios	9
Neodesha Recreation Commission Benefits, Costs and Ratios	10
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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Neodesha	1.89	9%
Wilson County	1.01	0%
Neodesha USD 461	2.73	17%
Neodesha Recreation Commission	1.03	0%
Wildcat Extension District	1.11	1%
State of Kansas	10.58	96%

Each of the taxing entities has a positive benefit-to-cost ratio. This report assumes that the City of Neodesha will approve an IRB with a property tax abatement of 100% on the new construction for 10 years. No PILOT payment has been considered in this analysis. This report assumes that the firm will apply for and be granted a sales tax exemption on construction materials and that the current local, county and state sales tax rates remain the same.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb

Digitally signed by R. Steven
Robb
Date: 2020.12.10 07:40:48 -06'00'

R. Steven Robb
Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
www.municipalconsulting.biz
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:		SICUT North America Inc			
DATE:		12/10/2020			
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:		City of Neodesha			
COUNTY:		Wilson County			
SCHOOL DISTRICT:		Neodesha USD 461			
SPECIAL TAXING DISTRICT #1		Neodesha Recreation Commission			
SPECIAL TAXING DISTRICT #2		Wildcat Extension District			
STATE:		State of Kansas			
INFLATION RATE:		1.50%	DISCOUNT RATE:		2.50%

SICUT North America Inc

Column1	Column2	Column3	Column4	Column6	Column7	Column11
Community Data Inputs:						
	City of Neodesha	Wilson County	Neodesha USD 461	Neodesha Recreation Commission	Wildcat Extension District	State
Mill Levy	77.639	67.871	56.364	3.500	1.383	1.500
Sales Tax	2.000%	0.000%	n/a	n/a	n/a	6.50%
Transient Guest Tax	0.00%	2.00%	n/a	n/a	n/a	n/a
Utility Revenue/HsHld	\$671.89	n/a	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$14.62	n/a	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$149.44	\$49.76	n/a	\$15.21	\$10.93	\$1,078.69
Marg. Cost/Res./Student	\$87.93	\$33.76	\$1,569.45	\$10.43	\$3.28	\$555.12
Other Revenues/Worker	\$146.20	\$48.68	n/a	\$14.88	\$10.69	\$936.49
Marginal Cost/New Worker	\$86.02	\$33.02	n/a	\$10.20	\$3.21	\$481.94
State Funding/Pupil	n/a	n/a	\$11,929.24	n/a	n/a	n/a
Federal Funding/Pupil	n/a	n/a	\$1,109.56	n/a	n/a	n/a
Visitor Daily Spending	\$37.50	\$37.50	Year	Estimated Property Tax		\$75
Average Hotel Room Rate	\$75	\$75	1	\$145,779.90		n/a
Retail Pull Factor	N/A	0.50	2	\$249,908.40		n/a
Percent of County Share	N/A	100.00%	3	\$603,945.30		n/a
Ann. Local Per Capita Sales Tax	\$262	\$0	4	\$613,004.48		n/a
Ann. State Per Capita Sales Tax	\$567	\$513	5	\$622,199.55		\$952
Annual Per Capita Retail Sales	\$8,729	\$7,890	6	\$631,532.54		\$14,654
Average Household Size	2.34	2.28	7	\$641,005.53		2.49
Avg. Wage, all occupations	N/A	\$41,035	8	\$650,620.61		\$46,520
			9	\$660,379.92		
			10	\$670,285.62		

SICUT North America Inc

Firm Data Inputs:													
		First Expansion- Year 1											
		Land	Building	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
		Investment in Land & Building	\$2,000,000	\$1,000,000	\$1,000,000	\$10,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Investment in Equipment		\$6,000,000	\$5,000,000	\$10,000,000	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$26,000,000	
City Incentives	\$0												
	Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales	0.00%		\$12,000,000	\$16,000,000	\$50,000,000	\$70,000,000	\$105,000,000	\$120,000,000	\$150,000,000	\$175,000,000	\$200,000,000	\$200,000,000	\$1,098,000,000
Purchases	0.00%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Util. Revenue-Firm	3.00%	\$0	\$75,054	\$77,306	\$150,108	\$154,611	\$159,249	\$164,027	\$168,948	\$174,016	\$179,237	\$184,614	\$1,487,169
City Util Revenue-Employees	3.00%	\$0	\$4,031	\$5,456	\$8,999	\$12,647	\$19,967	\$20,566	\$21,183	\$21,819	\$22,474	\$23,148	\$160,290
Franchise Fees-Firm	3.00%	\$0	\$500	\$515	\$1,000	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159	\$1,194	\$1,230	\$9,907
Franchise Fees - Employees	3.00%	\$0	\$88	\$119	\$196	\$275	\$435	\$448	\$461	\$475	\$489	\$504	\$3,489
New Employees		0	30	11	22	23	46	0	0	0	0	0	132
Employees new to the city		n/a	6.0	2.0	5.0	5.0	10.0	0.0	0.0	0.0	0.0	0.0	28.0
Employees new to the county		n/a	6.0	2.0	5.0	5.0	10.0	0.0	0.0	0.0	0.0	0.0	28.0
Employees new to the state		n/a	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0
New students in K-12			6.0	2.0	5.0	5.0	10.0	0.0	0.0	0.0	0.0	0.0	28.0
New employee average salary		\$0	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$38,570	\$39,149	\$39,736	\$40,332	\$40,937	N/A
Tax Abatement-Land ²			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg. ²			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors	0.0%	0	100	100	50	50	50	50	50	50	50	50	600
			City	County	State								
Percentage of sales taxable in the			0%	0.00%	0.00%								
Percentage of purchases taxable in the			0%	0%	0%								
Assumed Inflation Rate			1.50%										

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
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COST-BENEFIT ANALYSIS PROJECT SUMMARY

PROJECT NAME: SICUT North America Inc

DATE: 12/10/2020

Entity	Total Benefits	Total Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Ratio of NPV of Net Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
City of Neodesha	\$3,952,004	\$2,094,083	\$1,857,920	\$1,597,842	\$1,758,303	0.91	1.89	9%
Wilson County	\$1,817,364	\$1,806,871	\$10,494	\$8,995	\$1,537,085	0.01	1.01	0%
Neodesha USD 461	\$4,548,797	\$1,664,274	\$2,884,522	\$2,455,076	\$1,117,954	2.20	2.73	17%
Neodesha Recreation Commission	\$100,525	\$97,922	\$2,603	\$2,214	\$79,265	0.03	1.03	0%
Wildcat Extension District	\$42,402	\$38,235	\$4,167	\$3,544	\$31,321	0.11	1.11	1%
State of Kansas	\$3,436,769	\$324,953	\$3,111,816	\$2,661,500	\$33,971	78.35	10.58	96%
Grand Totals	\$13,897,860	\$6,026,338	\$7,871,522	\$6,729,170	\$4,557,899	1.48	2.31	N/A

SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: SICUT North America Inc

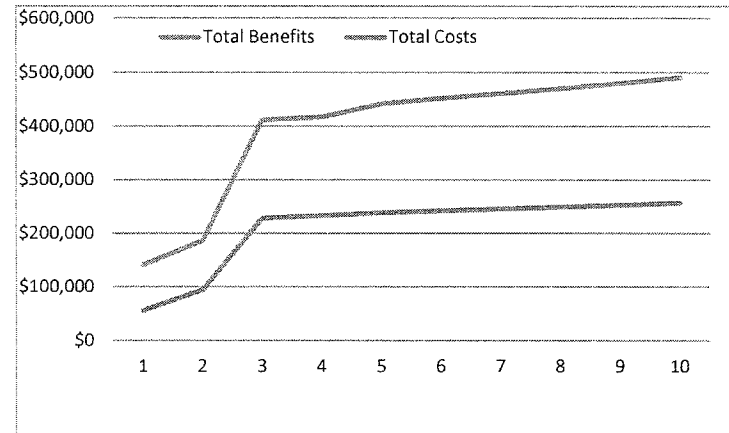
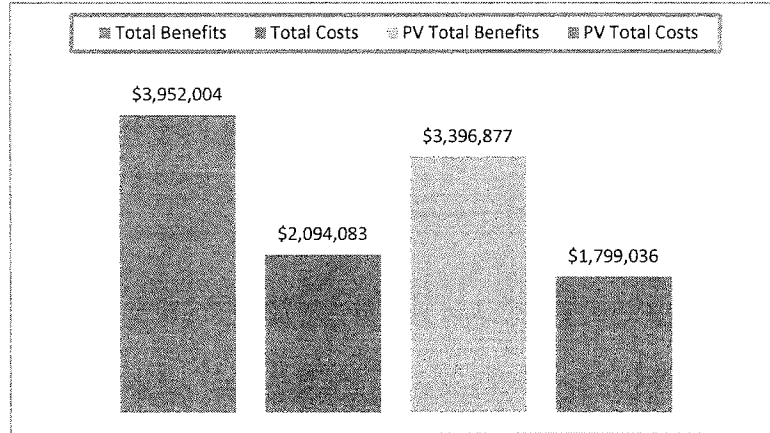
City of Neodesha

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **1.89**
Ratio of Present Value of Total Benefits to Present Value of Total Costs: **1.89**
(Typical desired ratio would be 1.3 to 1) **Average ROI 8.87%**

DATE: 12/10/2020

DISCOUNT RATE: 2.50%

Year	Sales Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
1	\$5,507	\$54,347	\$79,673	\$0	\$2,110	\$141,637	\$138,183	\$1,241	\$54,347	\$55,589	\$54,233	\$86,049	\$86,049	\$83,950	\$53,022
2	\$6,834	\$93,167	\$83,395	\$0	\$2,855	\$186,251	\$177,276	\$1,680	\$93,167	\$94,847	\$90,277	\$91,404	\$177,453	\$87,000	\$88,678
3	\$21,101	\$225,153	\$160,302	\$0	\$4,710	\$411,266	\$381,901	\$2,771	\$225,153	\$227,924	\$211,650	\$183,342	\$360,794	\$170,251	\$209,077
4	\$13,232	\$228,530	\$168,563	\$0	\$6,619	\$416,944	\$377,731	\$3,894	\$228,530	\$232,425	\$210,565	\$184,519	\$545,314	\$167,165	\$207,037
5	\$18,763	\$231,958	\$180,712	\$0	\$10,450	\$441,884	\$390,561	\$6,149	\$231,958	\$238,107	\$210,452	\$203,777	\$749,091	\$180,110	\$205,017
6	\$19,045	\$235,438	\$186,134	\$0	\$10,607	\$451,223	\$389,088	\$6,241	\$235,438	\$241,679	\$208,399	\$209,545	\$958,636	\$180,690	\$203,017
7	\$19,330	\$238,969	\$191,718	\$0	\$10,766	\$460,784	\$387,641	\$6,334	\$238,969	\$245,304	\$206,365	\$215,480	\$1,174,116	\$181,276	\$201,037
8	\$19,620	\$242,554	\$197,469	\$0	\$10,928	\$470,571	\$386,220	\$6,429	\$242,554	\$248,983	\$204,352	\$221,588	\$1,395,704	\$181,868	\$199,075
9	\$19,915	\$246,192	\$203,393	\$0	\$11,092	\$480,592	\$384,823	\$6,526	\$246,192	\$252,718	\$202,358	\$227,874	\$1,623,578	\$182,465	\$197,133
10	\$20,213	\$249,885	\$209,495	\$0	\$11,258	\$490,852	\$383,452	\$6,624	\$249,885	\$256,509	\$200,384	\$234,343	\$1,857,920	\$183,068	\$195,210
Total	\$163,560	\$2,046,194	\$1,660,855	\$0	\$81,395	\$3,952,004	\$3,396,877	\$47,889	\$2,046,194	\$2,094,083	\$1,799,036	\$1,857,920	\$1,857,920	\$1,597,842	\$1,758,303



SUMMARY OF COSTS AND BENEFITS FOR:

Wilson County

PROJECT: SICUT North America Inc

DATE: 12/10/2020

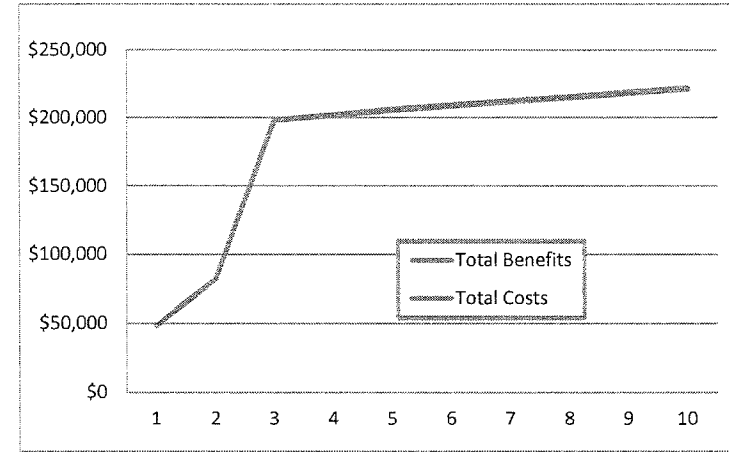
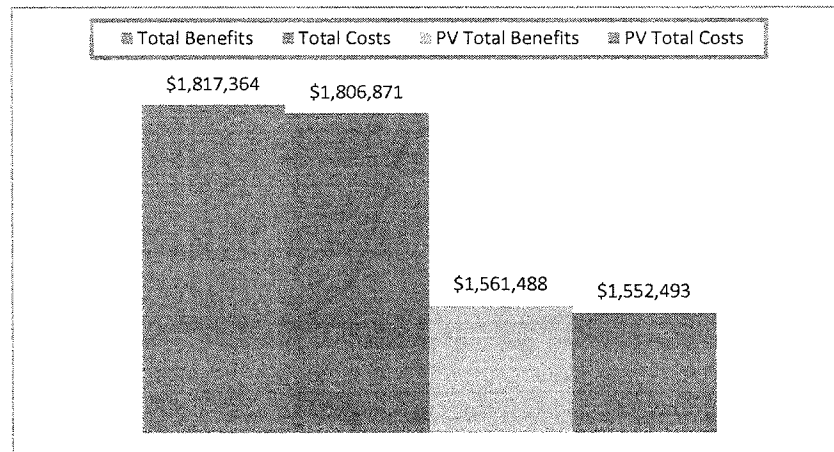
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.01

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.01

Average ROI 0.06%

Year	Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$300	\$47,510	\$0	\$692	\$48,502	\$47,319	\$470	\$47,510	\$47,979	\$46,809	\$523	\$523	\$510	\$46,351
2	\$305	\$81,445	\$0	\$937	\$82,686	\$78,702	\$635	\$81,445	\$82,081	\$78,126	\$606	\$1,128	\$577	\$77,521
3	\$155	\$196,826	\$0	\$1,545	\$198,525	\$184,351	\$1,048	\$196,826	\$197,874	\$183,746	\$651	\$1,780	\$605	\$182,772
4	\$157	\$199,778	\$0	\$2,171	\$202,106	\$183,098	\$1,473	\$199,778	\$201,251	\$182,324	\$855	\$2,635	\$775	\$180,989
5	\$159	\$202,775	\$0	\$3,428	\$206,362	\$182,394	\$2,326	\$202,775	\$205,101	\$181,279	\$1,262	\$3,896	\$1,115	\$179,224
6	\$162	\$205,817	\$0	\$3,480	\$209,458	\$180,615	\$2,361	\$205,817	\$208,177	\$179,511	\$1,280	\$5,177	\$1,104	\$177,475
7	\$164	\$208,904	\$0	\$3,532	\$212,600	\$178,853	\$2,396	\$208,904	\$211,300	\$177,759	\$1,300	\$6,476	\$1,093	\$175,744
8	\$166	\$212,037	\$0	\$3,585	\$215,789	\$177,108	\$2,432	\$212,037	\$214,469	\$176,025	\$1,319	\$7,796	\$1,083	\$174,029
9	\$169	\$215,218	\$0	\$3,638	\$219,025	\$175,380	\$2,468	\$215,218	\$217,686	\$174,308	\$1,339	\$9,135	\$1,072	\$172,331
10	\$172	\$218,446	\$0	\$3,693	\$222,311	\$173,669	\$2,506	\$218,446	\$220,952	\$172,607	\$1,359	\$10,494	\$1,062	\$170,650
Total	\$1,908	\$1,788,756	\$0	\$26,701	\$1,817,364	\$1,561,488	\$18,115	\$1,788,756	\$1,806,871	\$1,552,493	\$10,494	\$10,494	\$8,995	\$1,537,085



SUMMARY OF COSTS AND BENEFITS FOR:

Neodesha USD 461

PROJECT:

SICUT North America Inc

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **2.73**

Ratio of Present Value of Total Benefits to Present Value of Total Costs **2.72**

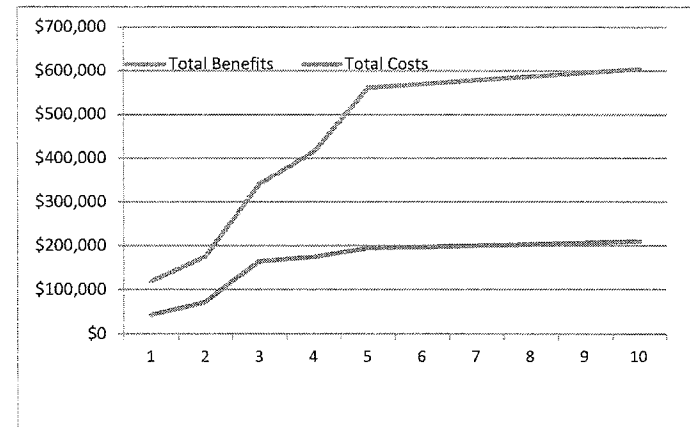
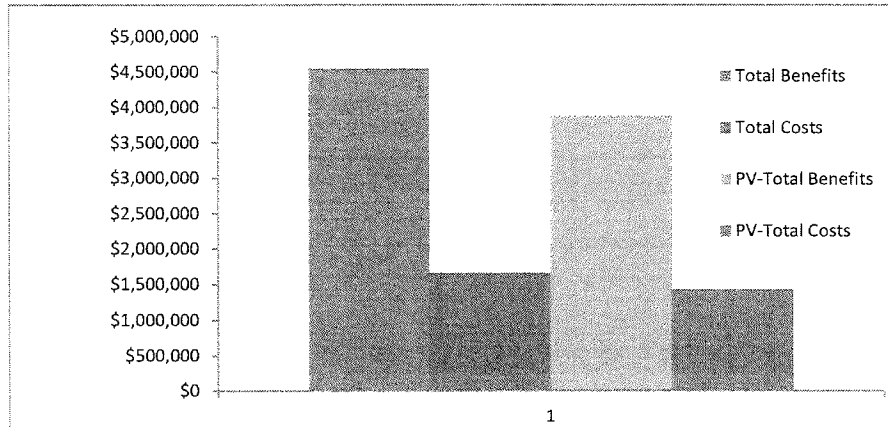
DATE: 12/10/2020

DISCOUNT RATE: 2.50%

(Typical desired ratio would be 1.3 to 1)

Average ROI **17.33%**

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Marginal Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$34,555	\$0	\$4,900	\$79,406	\$118,861	\$115,962	\$9,417	\$34,555	\$43,972	\$42,899	\$74,890	\$74,890	\$73,063	\$33,712
2	\$59,237	\$0	\$8,400	\$107,463	\$175,100	\$166,663	\$12,744	\$59,237	\$71,981	\$68,512	\$103,119	\$178,009	\$98,150	\$56,382
3	\$143,156	\$0	\$20,300	\$177,247	\$340,703	\$316,376	\$21,020	\$143,156	\$164,175	\$152,453	\$176,528	\$354,536	\$163,923	\$132,934
4	\$145,303	\$0	\$20,605	\$249,100	\$415,008	\$375,977	\$29,541	\$145,303	\$174,843	\$158,400	\$240,164	\$594,701	\$217,577	\$131,637
5	\$147,482	\$0	\$20,914	\$393,302	\$561,698	\$496,459	\$46,641	\$147,482	\$194,124	\$171,577	\$367,574	\$962,275	\$324,882	\$130,353
6	\$149,695	\$0	\$21,227	\$399,201	\$570,123	\$491,616	\$47,341	\$149,695	\$197,036	\$169,903	\$373,088	\$1,335,362	\$321,712	\$129,081
7	\$151,940	\$0	\$21,546	\$405,189	\$578,675	\$486,819	\$48,051	\$151,940	\$199,991	\$168,246	\$378,684	\$1,714,046	\$318,574	\$127,822
8	\$154,219	\$0	\$21,869	\$411,267	\$587,355	\$482,070	\$48,772	\$154,219	\$202,991	\$166,604	\$384,364	\$2,098,411	\$315,466	\$126,575
9	\$156,533	\$0	\$22,197	\$417,436	\$596,166	\$477,367	\$49,503	\$156,533	\$206,036	\$164,979	\$390,130	\$2,488,541	\$312,388	\$125,340
10	\$158,881	\$0	\$22,530	\$423,698	\$605,108	\$472,709	\$50,246	\$158,881	\$209,126	\$163,369	\$395,982	\$2,884,522	\$309,340	\$124,117
Total	\$1,301,000	\$0	\$184,487	\$3,063,310	\$4,548,797	\$3,882,017	\$363,275	\$1,301,000	\$1,664,274	\$1,426,942	\$2,884,522	\$2,884,522	\$2,455,076	\$1,117,954



SUMMARY OF COSTS AND BENEFITS FOR:

Neodesha Recreation Commission

PROJECT:

SICUT North America Inc

DATE: 12/10/2020

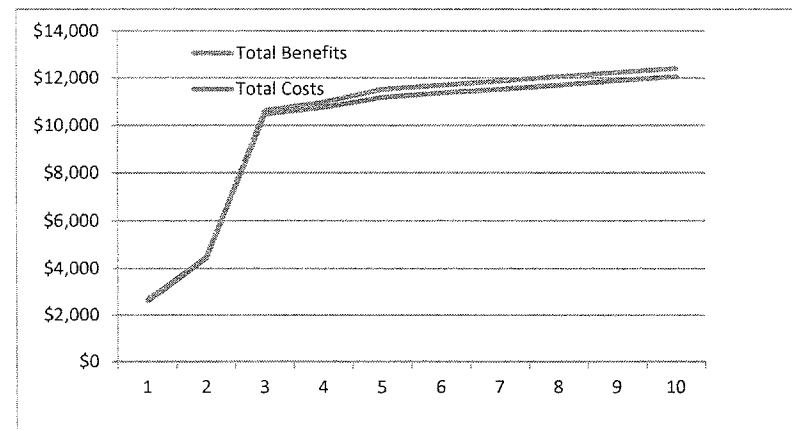
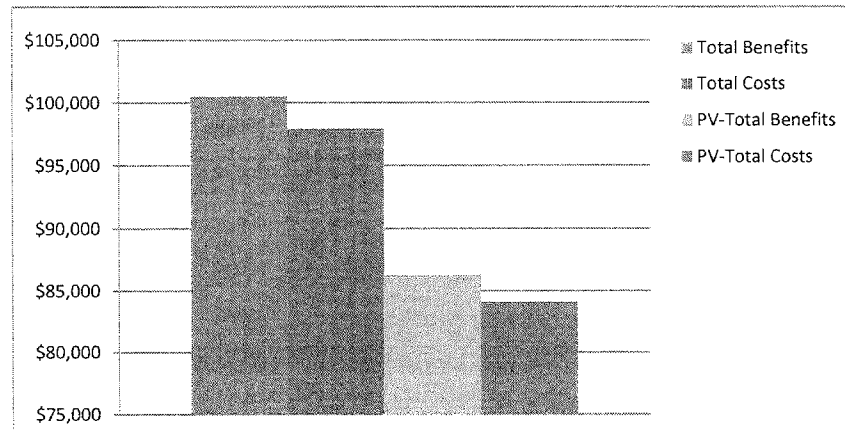
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.03

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.03

(Typical desired ratio would be 1.3 to 1) **Average ROI** 0.27%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$2,450	\$0	\$215	\$2,665	\$2,600	\$147	\$2,450	\$2,597	\$2,534	\$67	\$67	\$66	\$2,390
2	\$4,200	\$0	\$291	\$4,491	\$4,274	\$199	\$4,200	\$4,399	\$4,187	\$91	\$159	\$87	\$3,998
3	\$10,150	\$0	\$479	\$10,629	\$9,870	\$329	\$10,150	\$10,479	\$9,730	\$151	\$309	\$140	\$9,425
4	\$10,302	\$0	\$673	\$10,976	\$9,943	\$462	\$10,302	\$10,764	\$9,752	\$212	\$521	\$192	\$9,333
5	\$10,457	\$0	\$1,063	\$11,520	\$10,182	\$729	\$10,457	\$11,186	\$9,887	\$334	\$855	\$295	\$9,242
6	\$10,614	\$0	\$1,079	\$11,693	\$10,083	\$740	\$10,614	\$11,354	\$9,790	\$339	\$1,194	\$292	\$9,152
7	\$10,773	\$0	\$1,095	\$11,868	\$9,984	\$751	\$10,773	\$11,524	\$9,695	\$344	\$1,539	\$290	\$9,063
8	\$10,934	\$0	\$1,112	\$12,046	\$9,887	\$762	\$10,934	\$11,697	\$9,600	\$349	\$1,888	\$287	\$8,974
9	\$11,098	\$0	\$1,129	\$12,227	\$9,791	\$774	\$11,098	\$11,872	\$9,507	\$355	\$2,243	\$284	\$8,887
10	\$11,265	\$0	\$1,145	\$12,410	\$9,695	\$785	\$11,265	\$12,050	\$9,414	\$360	\$2,603	\$281	\$8,800
Total	\$92,243	\$0	\$8,282	\$100,525	\$86,309	\$5,679	\$92,243	\$97,922	\$84,095	\$2,603	\$2,603	\$2,214	\$79,265



SUMMARY OF COSTS AND BENEFITS FOR:

Wildcat Extension District

PROJECT: SICUT North America Inc

DATE: 12/10/2020

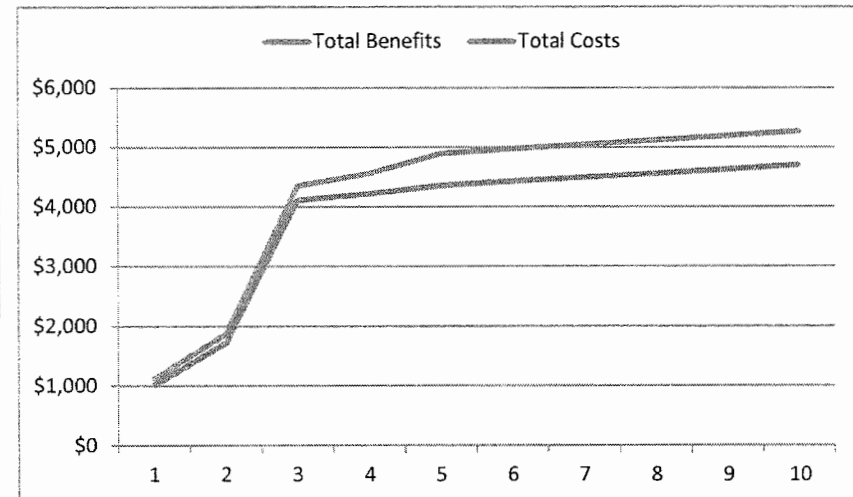
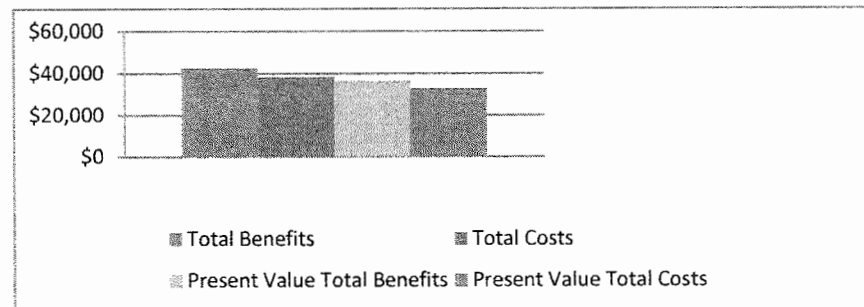
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.11

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.11

(Typical desired ratio would be 1.3 to 1) **Average ROI** 0.73%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$968	\$0	\$154	\$1,122	\$1,095	\$46	\$968	\$1,014	\$990	\$108	\$108	\$105	\$944
2	\$1,660	\$0	\$209	\$1,868	\$1,778	\$63	\$1,660	\$1,722	\$1,639	\$146	\$254	\$139	\$1,580
3	\$4,011	\$0	\$344	\$4,355	\$4,044	\$103	\$4,011	\$4,114	\$3,820	\$241	\$495	\$224	\$3,724
4	\$4,071	\$0	\$484	\$4,555	\$4,127	\$145	\$4,071	\$4,216	\$3,820	\$339	\$834	\$307	\$3,688
5	\$4,132	\$0	\$764	\$4,896	\$4,328	\$229	\$4,132	\$4,361	\$3,855	\$535	\$1,369	\$473	\$3,652
6	\$4,194	\$0	\$776	\$4,970	\$4,285	\$233	\$4,194	\$4,427	\$3,817	\$543	\$1,912	\$468	\$3,616
7	\$4,257	\$0	\$787	\$5,044	\$4,243	\$236	\$4,257	\$4,493	\$3,780	\$551	\$2,463	\$464	\$3,581
8	\$4,321	\$0	\$799	\$5,120	\$4,202	\$240	\$4,321	\$4,560	\$3,743	\$559	\$3,023	\$459	\$3,546
9	\$4,385	\$0	\$811	\$5,197	\$4,161	\$243	\$4,385	\$4,629	\$3,706	\$568	\$3,591	\$455	\$3,512
10	\$4,451	\$0	\$823	\$5,275	\$4,120	\$247	\$4,451	\$4,698	\$3,670	\$576	\$4,167	\$450	\$3,477
Total	\$36,449	\$0	\$5,953	\$42,402	\$36,384	\$1,786	\$36,449	\$38,235	\$32,840	\$4,167	\$18,216	\$3,544	\$31,321



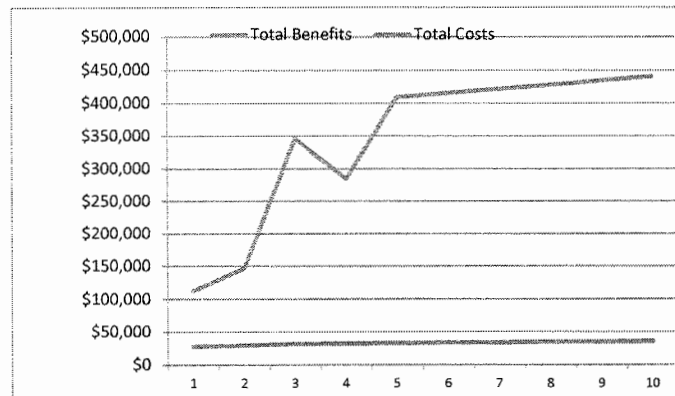
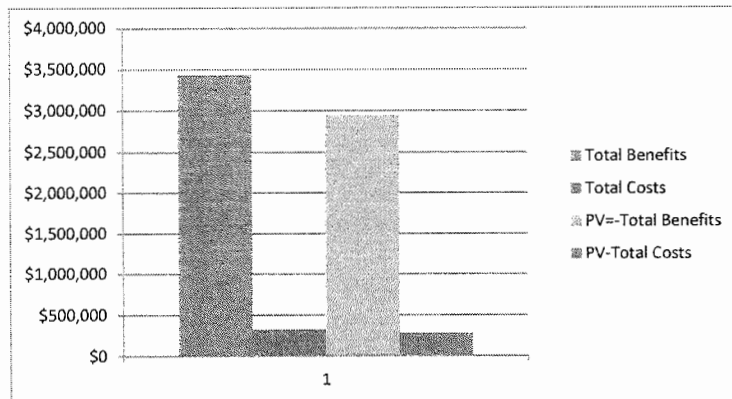
SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: SICUT North America Inc
DATE: #####

State of Kansas

DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 10.58
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 10.40
(Typical desired ratio would be 1.3 to 1) Average ROI 95.76%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
1	\$74,696	\$1,050	\$31,920	\$0	\$4,807	\$112,473	\$109,730	\$2,452	\$24,216	\$1,050	\$0	\$27,718	\$27,042	\$84,755	\$84,755	\$82,688	\$1,024
2	\$96,433	\$1,800	\$43,624	\$0	\$4,879	\$146,736	\$139,665	\$2,488	\$24,580	\$1,800	\$0	\$28,868	\$27,477	\$117,868	\$202,623	\$112,188	\$1,713
3	\$269,925	\$4,350	\$67,032	\$0	\$4,953	\$346,259	\$321,536	\$2,526	\$24,948	\$4,350	\$0	\$31,824	\$29,552	\$314,435	\$517,058	\$291,984	\$4,039
4	\$183,339	\$4,415	\$91,504	\$0	\$5,027	\$284,285	\$257,548	\$2,564	\$25,323	\$4,415	\$0	\$32,301	\$29,263	\$251,983	\$769,041	\$228,284	\$4,000
5	\$258,829	\$4,481	\$140,448	\$0	\$5,102	\$408,860	\$361,373	\$2,602	\$25,702	\$4,481	\$0	\$32,786	\$28,978	\$376,074	\$1,145,116	\$332,395	\$3,961
6	\$262,711	\$4,549	\$142,555	\$0	\$5,179	\$414,993	\$357,847	\$2,641	\$26,088	\$4,549	\$0	\$33,278	\$28,695	\$381,716	\$1,526,831	\$329,152	\$3,922
7	\$266,652	\$4,617	\$144,693	\$0	\$5,256	\$421,218	\$354,356	\$2,681	\$26,479	\$4,617	\$0	\$33,777	\$28,415	\$387,441	\$1,914,273	\$325,941	\$3,884
8	\$270,651	\$4,686	\$146,863	\$0	\$5,335	\$427,536	\$350,899	\$2,721	\$26,876	\$4,686	\$0	\$34,283	\$28,138	\$393,253	\$2,307,526	\$322,761	\$3,846
9	\$274,711	\$4,756	\$149,066	\$0	\$5,415	\$433,949	\$347,476	\$2,762	\$27,280	\$4,756	\$0	\$34,798	\$27,864	\$399,152	\$2,706,677	\$319,612	\$3,809
10	\$278,832	\$4,828	\$151,302	\$0	\$5,497	\$440,459	\$344,086	\$2,803	\$27,689	\$4,828	\$0	\$35,320	\$27,592	\$405,139	\$3,111,816	\$316,494	\$3,771
Total	\$2,236,777	\$39,533	\$1,109,008	\$0	\$51,451	\$3,436,769	\$2,944,516	\$26,239	\$259,181	\$39,533	\$0	\$324,953	\$283,016	\$3,111,816	\$3,111,816	\$2,661,500	\$33,971



SICUT North America Inc

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	30	132
Construction jobs created	20	159
Number of New Residents in the Community	15	66
Number of Additional Students in the Local School District	6	28
Increase in Local Personal Incomes	\$1,140,000	\$39,607,427
Increase in Local Retail Sales	\$288,949	\$6,492,395
Increase in the Community's Property Tax Base	\$3,000,000	\$15,000,000
Investment in Machinery & Equipment:	\$6,000,000	\$26,000,000
Estimated new annual property tax revenues after the abatement period:		
	City	\$253,633
	County	\$221,723
	School	\$184,132
	Rec. Comm.	\$11,434
	Ext. Dist.	\$4,518
	State	\$4,900
	Total	\$680,340

January 11, 2021

Mr. Dustin Gale
CDBG Program Specialist
Kansas Department of Commerce
1000 SW Jackson, Suite 100
Topeka, KS 66612

RE: Project No. 19-PF-007

Dear Mr. Gale:

Enclosed are two (2) executed copies of Contract Amendment No. 1 for our project. Due to additional work that needs to be completed by the contractor we are requesting additional 2 months to complete our grant. The contractor will be needing additional time to complete work on the gas regulator stations, relocation of the school meter including pavement removal and replacement and the delays from homeowners on their re-piping hook-ups so the contractor can relocate the meter next to the structure and hook up.

If you have any questions, please feel free to contact City Hall (Ed Truelove, City Administrator) or our grant administrator, Rose Mary Saunders, for additional information.

We want to express our gratitude for receiving this grant as it is benefitting the entire City of Neodesha.

Respectfully submitted,

Devin Johnson, Mayor

Enc.
C: Project Files
Grant Administrator

CONTRACT AMENDMENT/REQUEST #1

Budget Amendment ☐

Change Order No. THREE (3)

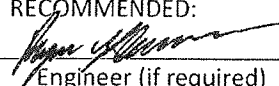

Date of Issuance: December 21, 2020 Effective Date: December 21, 2020
Owner: City of Neodesha Owner's Contract No.:
Contractor: Orr Wyatt Streetscapes Contractor's Project No.:
Engineer: Professional Engineering Consultants, P.A. Engineer's Project No.: 35-180004-004-2005
Project: Neodesha 12" Waterline Improvements

The Contract is modified as follows upon execution of this Change Order: Increase contract amount by the net amount of **\$34,122.62**

Description: Final project quantity adjustments based on actual quantities installed. Quantity adjustments are outlined on the attached change order 3 request table and further outlined in the attached email dated November 25, 2020.

Attachments: As noted.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 1,560,623.55	Original Contract Times: Substantial Completion: 135 Ready for Final Payment: 165 Calendar days
Increase from previously approved Change Orders No. 1 to No. 2: \$ 14,727.10	Increase from previously approved Change Orders No. 1 Substantial Completion: Add 53 Calendar Days Ready for Final Payment: Add 53 Calendar Days Calendar days
Contract Price prior to this Change Order: \$ 1,575,350.65	Contract Times prior to this Change Order: Substantial Completion: 188 Ready for Final Payment: 218 Calendar days
Increase of this Change Order: \$ 34,122.62	Increase of this Change Order: Substantial Completion: No Change Ready for Final Payment: No Change Calendar days
Contract Price incorporating this Change Order: \$ 1,609,473.27	Contract Times with all approved Change Orders: Substantial Completion: 188 Ready for Final Payment: 218 Calendar days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By: _____	By: 
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: City Administrator	Title: PROJECT MANAGER
Date: 12/28/2020	Date: 01/11/2021	Date: 12-22-2020

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

NEODESHA 12" WATERLINE IMPROVEMENTS

ORR WYATT STREETSCAPES

CHANGE ORDER 3 REQUEST

	Base Bid	CO +/- Quantity		Unit Price	Extension
1	12" Waterline*	(48.99)	LF	67.95	\$ (3,328.87)
5	12" Anchored Valve Assembly	(1.00)	EA	4,855.00	\$ (4,855.00)
7	Fire Hydrant Assemblies	(1.00)	EA	5,285.00	\$ (5,285.00)
9	8" Waterline	(26.40)	LF	97.05	\$ (2,562.12)
12	6" Waterline	7.60	LF	86.25	\$ 655.50
13	6" Valve Assembly	1.00	EA	1,835.00	\$ 1,835.00
14	4" Waterline	9.60	LF	73.35	\$ 704.16
17	6"x6" Tapping Sleeve and Valve	(1.00)	EA	3,775.00	\$ (3,775.00)
18	Connect to Existing	5.00	EA	1,615.00	\$ 8,075.00
20	Remove and Replace Pavement	1,343.00	LF	53.90	\$ 72,387.70
21	Remove and Replace Gravel*	(75.00)	LF	5.05	\$ (378.75)
22	Service Reconnections (Short)	(6.00)	EA	1,725.00	\$ (10,350.00)
23	Service Reconnections (Long)	(8.00)	EA	2,375.00	\$ (19,000.00)
		Change Order 3 INCREASE			\$ 34,122.62

RAW WATER PROJECT BOND
APPROPRIATION 84b
January 11, 2021

Vendor	Invoice No	Check No	Amount	Description
Orr Wyatt Streetscapes	PR 17v1	1226	156,489.48	Construction
GRAND TOTAL			<u>156,489.48</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

17 vi

To: Owner	City of Needles, KS	Application Period: 11/20/20 to FINAL	Application Date: 12/22/2020
Project:	Needles 12" Waterline Improvements	From (Contractor): Orr Wyatt Streetscapes	Via (Engineer): Professional Engineering Consultants
Owner's Contract No.:		Contract: Needles 12" Waterline Improvements	
		Contractor's Project No. 198	P/E/C Project # 35-180004-004-2005


Application For Payment
Change Order Summary


Approved Change Orders				
Number	Additions	Deductions		
CO-2	\$27,513.00	-\$12,815.90		
CO-3	\$34,122.62			
TOTALS	\$61,635.62	-\$12,815.90		
NET CHANGE BY CHANGE ORDERS	\$48,819.72			

1. ORIGINAL CONTRACT PRICE.....		X		\$ 1,560,623.55
2. Net change by Change Orders.....				\$ 548,819.72
3. Current Contract Price (Line 1 + 2).....				\$ 1,609,473.27
4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate).....				\$ 1,609,473.27
5. RETAINAGE:				
a.	X		Total Completed and Stored	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....				\$ 1,609,473.27
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....				\$ 1,452,983.79
8. AMOUNT DUE THIS APPLICATION.....				\$ 156,489.48
9. BALANCE TO FINISH, PLUS RETAINAGE (Column K on Progress Estimate + Line 5 above).....				\$

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.

<p>Contractor's Certification</p> <p>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.</p>		<p>By:  (or Weyer Streetscapes)</p> <p>Date: 12-23-2020</p>
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Payment of: <u>\$156,489.48</u>	(Line 8 or other - attach explanation of the other amount)
is recommended by: 	(Engineer)
Payment of: <u>\$</u>	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner)
Approved by:	(Date)
Funding Agency (if applicable)	(Date)

Progress Estimate

Contractor's Application

For (contract): Noodesha 12" Waterline Improvements						Application Number:		17 v1					
Application Period: 11/20/20 to FINAL						Application Date:		12/22/2020					
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***	4,671.01	LF	67.95	\$ 317,395.13	4671.01	\$ 317,395.13		\$ -		\$ 317,395.13	100.0%	\$ -
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***	2	EA	4,855.00	\$ 9,710.00	2	\$ 9,710.00		\$ -		\$ 9,710.00	100.0%	\$ -
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***	16	EA	5,285.00	\$ 84,560.00	16	\$ 84,560.00		\$ -		\$ 84,560.00	100.0%	\$ -
8	Air Release Assemblies	2	EA	2,265.00	\$ 4,530.00	2	\$ 4,530.00		\$ -		\$ 4,530.00	100.0%	\$ -
9	8" Waterline***	261.6	LF	97.05	\$ 25,388.28	261.6	\$ 25,388.28		\$ -		\$ 25,388.28	100.0%	\$ -
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***	295.6	LF	86.25	\$ 25,495.50	288	\$ 24,840.00	7.6	\$ 655.50		\$ 25,495.50	100.0%	\$ -
13	6" Valve Assembly***	14	EA	1,835.00	\$ 25,690.00	14	\$ 25,690.00		\$ -		\$ 25,690.00	100.0%	\$ -
14	4" Waterline***	124.6	LF	73.35	\$ 9,139.41	117.6	\$ 8,625.96	7	\$ 513.45		\$ 9,139.41	100.0%	\$ -
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***		EA	3,775.00	\$ -		\$ -		\$ -		\$ -	#DIV/0!	\$ -
18	Connect to Existing***	25	EA	1,615.00	\$ 40,375.00	21	\$ 33,915.00	4	\$ 6,460.00		\$ 40,375.00	100.0%	\$ -
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***	1,871	LF	53.90	\$ 100,846.90	528	\$ 28,459.20	1343	\$ 72,387.70		\$ 100,846.90	100.0%	\$ -
21	Remove and Replace Gravel***	929	LF	5.05	\$ 4,691.45	929	\$ 4,691.45		\$ -		\$ 4,691.45	100.0%	\$ -
22	Service Reconnections (Short)***	16	EA	1,725.00	\$ 27,600.00	16	\$ 27,600.00		\$ -		\$ 27,600.00	100.0%	\$ -
23	Service Reconnections (Long)***	39	EA	2,375.00	\$ 92,625.00	39	\$ 92,625.00		\$ -		\$ 92,625.00	100.0%	\$ -
24	Erosion Control	1	LS	4,315.00	\$ 4,315.00	1	\$ 4,315.00		\$ -		\$ 4,315.00	100.0%	\$ -
25	Site Clearing and Restoration	1	LS	5,390.00	\$ 5,390.00	1	\$ 5,390.00		\$ -		\$ 5,390.00	100.0%	\$ -
CO-2	12" Valve Assemblies provided by City	1	LS	2,198.00	\$ 2,198.00	1	\$ 2,198.00		\$ -		\$ 2,198.00	100.0%	\$ -
Original Contract Price					\$ 1,609,473.27		\$ 1,529,456.62		\$ 80,016.65	\$ -	\$ 1,609,473.27	100.0%	\$ -

Stored Material Summary

Contractor's Application

For (contract):	Neodesha 12" Waterline Improvements						Application Number:			17 v1
Application Period:	11/20/20 to FINAL						Application Date:			12/22/2020
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	
										</



June 26, 2020
Folder: 03201-89

ED TRUELOVE
CITY OF NEODESHA
1407 N 8TH/P.O. BOX 336
NEODESHA KS 66757

Re: Proposed One (1) Underground 4 Inch Plastic Water Pipeline Encased In A 10 Inch Steel Casing Pipeline Crossing of Railroad Property at Mile Post 434.17 on the Coffeyville Subdivision at or near Neodesha, Wilson County, Kansas

Mr. Truelove:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Jon Gargano.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Four Thousand Dollars (\$4,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03201-89 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at jgargano@up.com.

Sincerely,

Jon Gargano
Sr Analyst RE Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 434.17, Coffeyville Subdivision
Location: Neodesha, Wilson County, Kansas

THIS AGREEMENT ("Agreement") is made and entered into as of June 26, 2020, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF NEODESHA**, to be addressed at 1407 N 8th, P.O. Box 336, Neodesha, Kansas 66757 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground 4 inch plastic domestic waste water pipeline encased in a 10 inch steel casing pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Neodesha, Wilson County, State of Kansas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 03, 2020, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground 4 inch plastic domestic waste water pipeline encased in a 10 inch steel casing pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Four Thousand Dollars (\$4,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03201-89)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF NEODESHA
1407 N 8th, P.O. Box 336
Neodesha, Kansas, 66757

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF NEODESHA

By: _____

Jon Gargano
RE Contracts

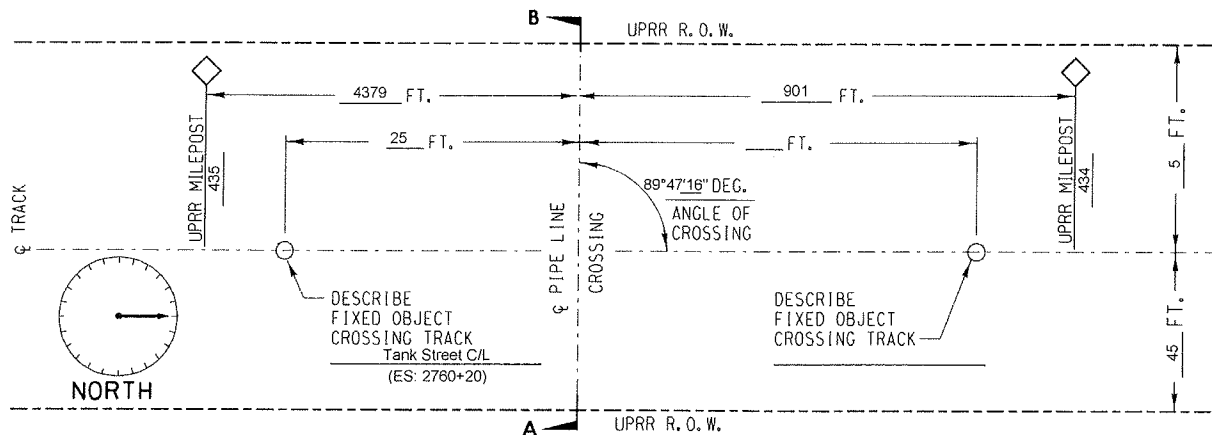
By: _____

Name Printed: _____

Title: _____

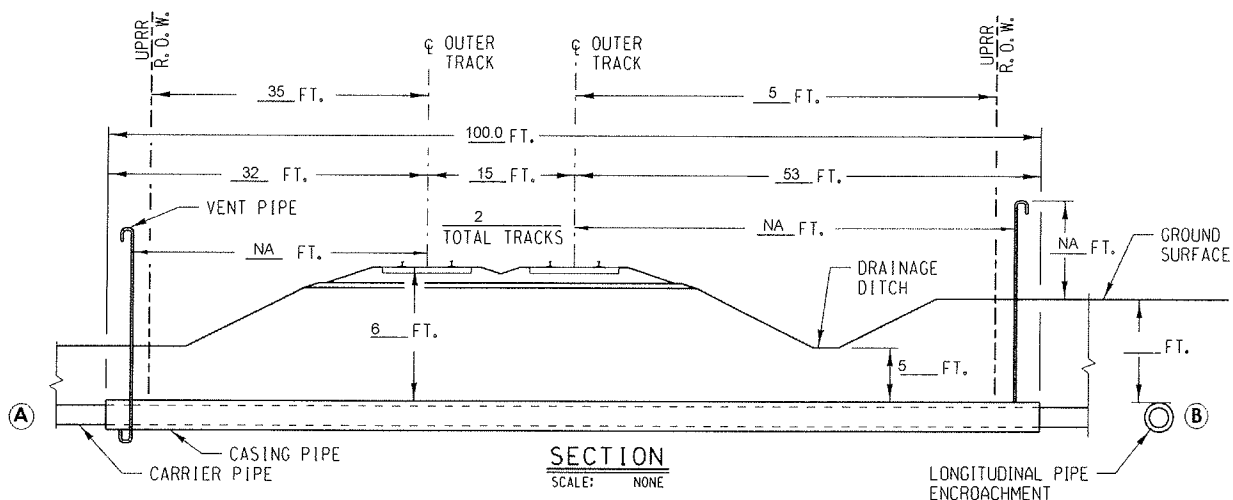
NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN

SCALE: NONE



SECTION

SCALE: NONE

NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED DOMESTIC WASTE WATER.
OPERATIONAL PRESSURE 50 PSI. MAOP 50 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 18. DIAMETER 4 IN.
CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 100 FT.
WALL THICKNESS 0.25 IN. DIAMETER 10 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
53 AND 32.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Coffeyville Sub.

TRACK TYPE: MAINLINE

M.P.: 434.17

LAT.: 37.428473

E.S.M.: 2759+95

LONG.: -95.688079

NEAREST CITY:

COUNTY:

STATE:

NEODESHA

WILSON

KS

APPLICANT: CITY OF NEODESHA

FILE NO.: 0320189

DATE: 4/3/2020



July 27, 2020
Folder: 03201-90

ED TRUELOVE
CITY OF NEODESHA
1407 N 8TH
P.O. BOX 336
NEODESHA, KS 66757

Re: Proposed One (1) Underground 4 Inch Plastic Domestic Waste Water Pipeline Encased In A 10 Inch Steel Casing Pipeline Crossing of Railroad Property at Mile Post 435.1 on the Coffeyville Subdivision at or near Neodesha, Wilson County, Kansas

Dear Mr. Truelove:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Jon Gargano.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Four Thousand Dollars (\$4,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03201-90 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at jgargano@up.com.

Sincerely,

Jon Gargano
Mgr - Real Estate

PIPELINE CROSSING AGREEMENT

Mile Post: 435.1, Coffeyville Subdivision
Location: Neodesha, Wilson County, Kansas

THIS AGREEMENT ("Agreement") is made and entered into as of July 27, 2020, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF NEODESHA**, to be addressed at 1407 N 8th, P.O. Box 336, Neodesha, Kansas 66757 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground 4 inch plastic domestic waste water pipeline encased in a 10 inch steel casing pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Neodesha, Wilson County, State of Kansas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated July 10, 2020, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground 4 inch plastic domestic waste water pipeline encased in a 10 inch steel casing pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Four Thousand Dollars (\$4,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

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B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

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Attn: Analyst – Real Estate Utilities (Folder No. 03201-90)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF NEODESHA
1407 N 8th, P.O. Box 336
Neodesha, Kansas, 66757

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Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF NEODESHA

By: _____

By: _____

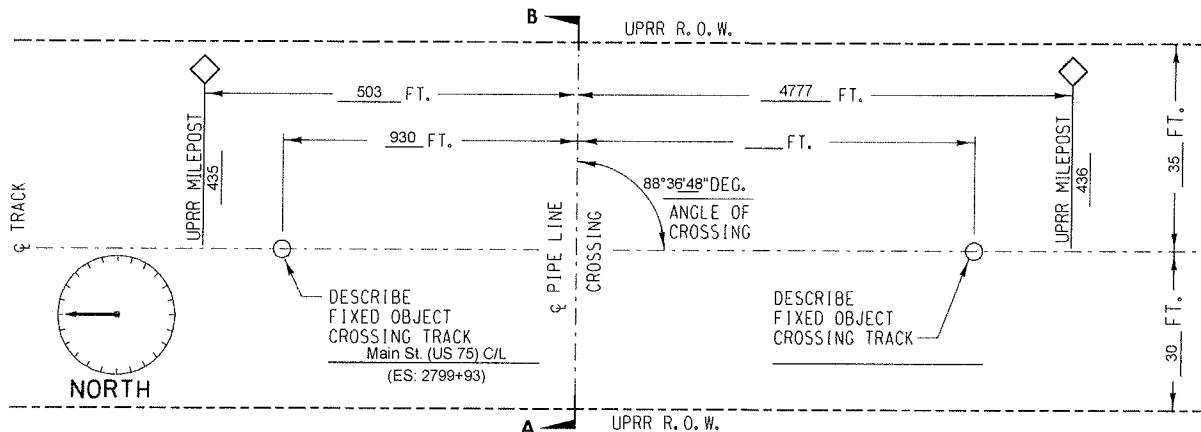
Jon Gargano
Manager - Real Estate

Name Printed: _____

Title: _____

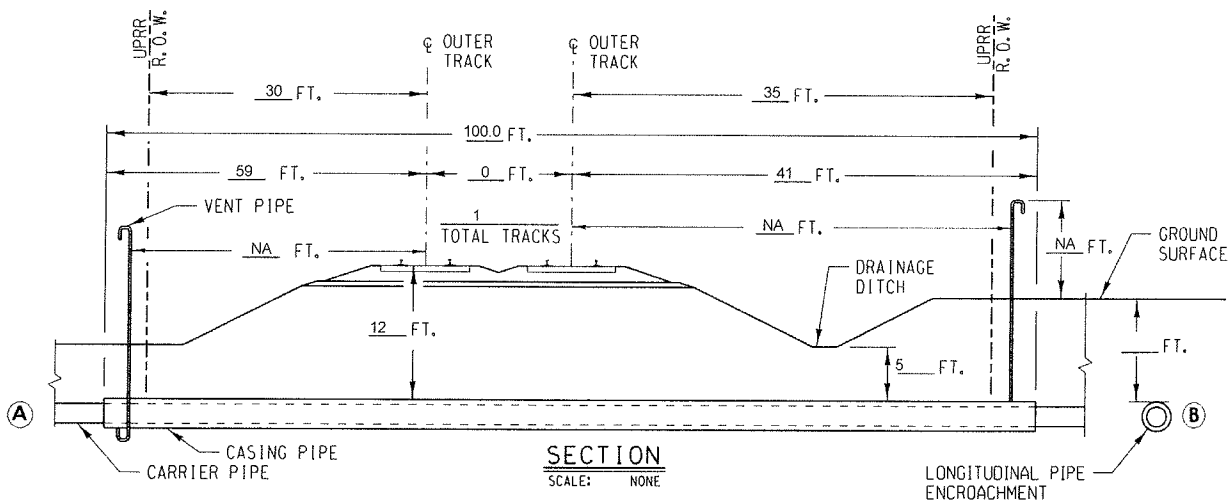
NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN

SCALE: NONE



SECTION

SCALE: NONE

NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

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- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED DOMESTIC WASTE WATER.
OPERATIONAL PRESSURE 50 PSI. MAOP 50 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 18. DIAMETER 4 IN.
CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 100 FT.
WALL THICKNESS 0.25 IN. DIAMETER 10 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
59 AND 41.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Coffeyville Sub.

TRACK TYPE: MAINLINE

M.P.: 435.10

LAT.: 37.414933

E.S.M.: 2809+23

LONG.: -95.688056

NEAREST CITY:

COUNTY:

STATE:

NEODESHA

WILSON

KS

APPLICANT: CITY OF NEODESHA

FILE NO.: 0320190

DATE: 7/10/2020

**BORDER STATES**

Supply Chain Solutions™

Border States Electric Supply

Border States Electric - TPK
 1516 NW Saline St
 Topeka KS 66618-2837
 Phone: 785-354-9532

City of Neodesha KS
 PO Box 336
 Neodesha KS 66757-0336

Quote

Page: 1 of 8

BSE Quote: 25928889
Sold-To Acct #: 209775
Valid From: 01/04/2021 **To:** 01/11/2021

Created By: Shawna Fox
Tel No: 785-414-7286
Fax No:

Inco Terms:
 FOB ORIGIN

Payment Terms:
 Net 25th prox

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	3012324 WIRE - 6 SOLID CU RISER WIRE 110 MILS HMW 250SP	500 FT	639.01 / 1,000	FT	319.51
	000020	2251535 THHN - SS-THHN-2/0-BLK-19STR-CU-500R	500 FT	2,291.21 / 1,000	FT	1,145.61
	000030	2251516 THHN - SS-THHN-2-BLK-19STR-CU-1000R	1,000 FT	1,260.56 / 1,000	FT	1,260.56
	000040	156009 THHN - THHN-12-BLK-19STR-CU-4@500CTN	500 FT	131.65 / 1,000	FT	65.83
	000050	156091 THHN - THHN-12-BRN-19STR-CU-4@500CTN	500 FT	131.65 / 1,000	FT	65.83
	000060	156101 THHN - THHN-12-BLU-19STR-CU-4@500CTN	500 FT	131.65 / 1,000	FT	65.83
	000070	156064 THHN - THHN-12-GRN-19STR-CU-4@500CTN	500 FT	131.65 / 1,000	FT	65.83
	000080	156111 THHN - THHN-12-ORG-19STR-CU-4@500CTN	500 FT	131.65 / 1,000	FT	65.83
	000090	156045 THHN - THHN-12-RED-19STR-CU-4@500CTN	500 FT	131.65 / 1,000	FT	65.83
	000100	156029 THHN - THHN-12-WHT-19STR-CU-4@500CTN	500 FT	131.65 / 1,000	FT	65.83
	000110	156085 THHN - THHN-12-YEL-19STR-CU-4@500CTN	500 FT	131.65 / 1,000	FT	65.83
	000120	156228 THHN - THHN-10-BLK-19STR-CU-2@500CTN	500 FT	201.34 / 1,000	FT	100.67
	000130	156229 THHN - THHN-10-WHT-19STR-CU-2@500CTN	500 FT	201.34 / 1,000	FT	100.67
	000140	156231 THHN - THHN-10-GRN-19STR-CU-2@500CTN	500 FT	201.34 / 1,000	FT	100.67

Border States Electric - TPK
 1516 NW Saline St
 Topeka KS 66618-2837
 Phone: 785-354-9532

Quote

Page: 2 of 8

BSE Quote: 25928889
 Sold-to Acct #: 209775
 Valid From: 01/04/2021 To: 01/11/2021

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000150	3395561 ACSR - 1/0-RAVEN-6/1-ACSR-885# KRIZ	885 LB	157.82 / 100	LB	1,396.71
	000160	165887 ALUT - 2-2-2-OH-CONCH-AL-XLP-1800R	1,800 FT	606.58 / 1,000	FT	1,091.84
	000170	165887 ALUT - 2-2-2-OH-CONCH-AL-XLP-1800R	1,800 FT	606.58 / 1,000	FT	1,091.84
	000180	3415027 BSSC - 1/0-STR-AL-220-EPR-16#14-RED-CIC OK	2,500 FT	3.03 / 1	FT	7,575.00
	000200	3415027 BSSC - 1/0-STR-AL-220-EPR-16#14-RED-CIC OK	2,500 FT	3.03 / 1	FT	7,575.00
	000220	750054 GUY - 3/8 HS GUY CLS B 7STR 250FT COIL A475	1,000 FT	377.04 / 1,000 1 FT= 1	FT EA	377.04
	000230	161131 PRF - SGD-0700 SAFETY GUY WIRE DSPNSR - STD	4 EA	6.32 / 1	EA	25.28
	000240	3163464 ALUT - 4/0-2/0-4/0-UD-SWEETBRIAR-AL-XLP-SN-1KR	1,000 FT	1,279.20 / 1,000	FT	1,279.20
	000250	3400136 BARE - BARE-SD-6-SOL-CU-25LB	300 LB	439.56 / 100	LB	1,318.68
	000260	647218 MMM - 7642-S-2-1/0 15KV.64-1.08CLD SHRNK TRMTN	25 EA	51.09 / 1	EA	1,277.25
	000270	2306481 CPR - LEJ215AB06 15KV 1/0STR-2/0SOL .61-.97	40 EA	29.40 / 1	EA	1,176.00
	000280	578286 THM - WR885 500 TO 500 H TAP CONN	80 EA	349.60 / 100	EA	279.68
	000290	516938 THM - WR815 556 TO 2/0 H TAP CONN	50 EA	293.19 / 100	EA	146.60
	000300	142176 THM - WR419 4/0 TO 4/0 H TAP CONN	100 EA	74.40 / 100	EA	74.40
	000310	142171 THM - WR289 3/0 TO 1 H TAP CONN	400 EA	67.03 / 100	EA	268.12
	000320	142172 THM - WR279 3/0 TO 3/0 H TAP CONN	200 EA	63.74 / 100	EA	127.48
	000330	142174 THM - WR399 4/0 TO 2/0 H TAP CONN	100 EA	76.92 / 100	EA	76.92
	000340	142244 THM - WR189 2/0 TO 1 H TAP CONN	300 EA	41.76 / 100	EA	125.28
	000350	142166 THM - WR159 1 TO 1 H TAP CONN	300 EA	41.76 / 100	EA	125.28

Border States Electric - TPK
 1516 NW Saline St
 Topeka KS 66618-2837
 Phone: 785-354-9532

Quote

Page: 3 of 8

BSE Quote: 25928889
Sold-to Acct #: 209775
Valid From: 01/04/2021 **To:** 01/11/2021

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000360	142208 THM - WR9 6 TO 8 H TAP CONN	100 EA	34.07	/ 100	EA	34.07
	000370	142210 THM - WR139 2/0 TO 8 H TAP CONN	100 EA	63.74	/ 100	EA	63.74
	000380	444621 THM - WRQ172 1SOL COMP STIRRUP	25 EA	982.11	/ 100	EA	245.53
	000390	142128 THM - WRQ352 3/0 COMP STIRRUP	25 EA	13.60	/ 1	EA	340.00
	000400	142224 THM - ICS68-1 4 TO 4 INS SPLICE	100 EA	39.91	/ 100	EA	39.91
	000410	142222 THM - ICS64-1 6 TO 6 INS SPLICE	100 EA	40.76	/ 100	EA	40.76
	000420	142228 THM - ICS72-1 1 TO 4 INS SPLICE	100 EA	39.35	/ 100	EA	39.35
	000430	142229 THM - ICS73-1 2 TO 2 INS SPLICE	100 EA	38.81	/ 100	EA	38.81
	000440	142226 THM - ICS71-1 1 TO 6 INS SPLICE	100 EA	39.79	/ 100	EA	39.79
	000450	142218 THM - TR61 6STR TRPLX NEUT SPLICE	50 EA	2.31	/ 1	EA	115.50
	000460	142220 THM - TR63 4STR TRPLX NEUT SPLICE	50 EA	1.45	/ 1	EA	72.50
	000470	142221 THM - TR64 2STR TRPLX NEUT SPLICE	100 EA	1.45	/ 1	EA	145.00
	000480	516652 THM - TR66 1/0 TRPLX NEUT SPLICE	50 EA	1.45	/ 1	EA	72.50
	000490	142259 THM - PKL36-1 1/0 AL TO CU PIN CON	25 EA	346.15	/ 100	EA	86.54
	000500	250331 BUR - YE25R60 1/0 ALUM TERM PLUG	25 EA	3.69	/ 1	EA	92.25
	000510	142026 THM - PKL66-1 4/0 AL TO CU PIN CON	25 EA	604.40	/ 100	EA	151.10
	000520	122729 BUR - YE28R60 4/0 ALUM TERM PLUG	25 EA	5.64	/ 1	EA	141.00
	000530	142097 THM - PCS71 1STR AL TO CU PIN CONN	25 EA	178.02	/ 100	EA	44.51
	000540	122722 BUR - YE2R25 #2 ACSR ALUM TERM PLUG	25 EA	2.45	/ 1	EA	61.25

Border States Electric - TPK
 1516 NW Saline St
 Topeka KS 66618-2837
 Phone: 785-354-9532

Quote

Page: 4 of 8

BSE Quote: 25928889
Sold-to Acct #: 209775
Valid From: 01/04/2021 **To:** 01/11/2021

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000550	3074160 PRF - PGMS3830 GUY MARKERS ORANGE POLY	30 EA	2.20 / 1	EA	66.00
	000560	2649797 CHN - GS560H BIRD GUARD W/SWIVEL	50 EA	4.86 / 1	EA	243.00
	000570	441742 THM - HLC2108 HOT LINE CLAMP	50 EA	934.07 / 100	EA	467.04
	000580	3459182 MMM - 33+ SUPER-3/4X76FT PLSTC TAPE 1IN CORE	50 ROL	4.01 / 1	ROL	200.50
	000590	115233 MMM - 35-BLUE-3/4X66FT CODING TAPE	10 ROL	3.74 / 1 1 ROL= 1	ROL EA	37.40
	000600	115248 MMM - 35-ORANGE-3/4X66FT CODING TAPE	10 ROL	3.74 / 1 1 ROL= 1	ROL EA	37.40
	000610	115230 MMM - 35-WHITE-3/4X66FT CODING TAPE	10 ROL	3.74 / 1 1 ROL= 1	ROL EA	37.40
	000620	115226 MMM - 35-RED-3/4X66FT CODING TAPE	10 ROL	3.74 / 1 1 ROL= 1	ROL EA	37.40
	000630	115254 MMM - 35-BROWN-3/4X66FT CODING TAPE	10 ROL	3.74 / 1 1 ROL= 1	ROL EA	37.40
	000640	115726 MMM - 130C-1X30FT SPLICING TAPE	3 ROL	11.37 / 1 1 ROL= 1	ROL EA	34.11
	000650	142456 THM - 6H3 6SOL 3W CU SPLIT BOLT	200 EA	132.97 / 100	EA	265.94
	000660	122088 BUR - KS173 6SOL SPLIT BOLT CONN	200 EA	1.12 / 1	EA	224.00
	000670	142458 THM - 4H3 4SOL 3W CU SPL1T BOLT	100 EA	153.85 / 100	EA	153.85
	000680	122100 BUR - KS203 5STR SPLIT BOLT CONN	100 EA	1.70 / 1	EA	170.00
	000690	122346 BUR - YC4C4 4STR CU TAP CONN	100 EA	0.70 / 1	EA	70.00
	000700	122348 BUR - YC4C6 4STR CU TAP CONN	100 EA	0.70 / 1	EA	70.00
	000710	167955 GRD - 5/8X8FT CU-REA GROUND ROD 13 MIL 615883	50 EA	10.42 / 1	EA	521.00

Border States Electric - TPK
 1516 NW Saline St
 Topeka KS 66618-2837
 Phone: 785-354-9532

Quote

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BSE Quote: 25928889
 Sold-to Acct #: 209775
 Valid From: 01/04/2021 To: 01/11/2021

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000720	122804 BUR - GRC58 5/8 GROUND ROD CLAMP	50 EA	1.47	/ 1	EA	73.50
	000730	1075668 CHN - GS16012CE GUY STRAIN INSULATORS	10 EA	13.68	/ 1	EA	136.80
	000740	130036 CHN - GS16054CC1 54IN GUY STRAIN	30 EA	20.54	/ 1	EA	616.20
	000750	142624 THM - C7 COVER ONLY HTAP D DIE CONN	300 EA	53.85	/ 100	EA	161.55
	000760	160890 CHN - 4010150215 15KV PDI CI-1 INSULATOR	90 EA	9.96	/ 1	EA	896.40
	000770	142684 THM - GP100 CU POLEBOTTOM GRND PLT	40 EA	539.56	/ 100	EA	215.82
	000780	961076 CHN - 2199P PIN POLE TOP 20IN NYLON THREAD	30 EA	6.80	/ 1	EA	204.00
	000790	130542 CHN - 29962 5/8-11X12 OVALEYE BOLT	250 EA	3.40	/ 1	EA	850.00
	000800	130475 CHN - 8814 5/8X14 MACH BOLT	50 EA	1.41	/ 1	EA	70.50
	000810	130474 CHN - 8812 5/8X12 MACH BOLT	250 EA	1.21	/ 1	EA	302.50
	000820	101058 CHN - 1SBM18CL 1-1/2X18 FBRGLS STANDOFF 5X18IN	50 EA	34.30	/ 1	EA	1,715.00
	000830	2378338 HEND - HPI-55-3 15KV PIN INS C-NECK 55-3	150 EA	4.01	/ 1	EA	601.50
	000840	1410022 CHN - CP710112PB 15KV 100A W/PAR GR POLYMER	50 EA	91.43	/ 1	EA	4,571.50
	000850	1587678 CHN - 2137097324 OPT ARR PC W/NEMA X-ARM 10KV	50 EA	29.93	/ 1	EA	1,496.50
	000860	130328 CHN - 0327 POLE INSULATOR CLEVIS	100 EA	5.85	/ 1	EA	585.00
	000870	100949 CHN - 881P 5/8 NYLON CROSSARM PIN	50 EA	5.09	/ 1	EA	254.50
	000880	1465129 CHN - C2070144 WIREHOLDER NYLON MAST TYPE	25 EA	7.98	/ 1	EA	199.50
	000890	870220 CHN - C6CSO12 6IN BKT W/12IN LONG 4WAY TSLOT	12 EA	34.92	/ 1	EA	419.04
	000900	871018 CHN - CSTK4 STRAP CONDUIT KIT 4IN	10 BOX	60.77	/ 1 1 BOX= 10	BOX EA	607.70

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BSE Quote: 25928889
Sold-to Acct #: 209775
Valid From: 01/04/2021 To: 01/11/2021

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000910	871016 CHN - CSTK2 STRAP CONDUIT KIT 2IN	20 EA	5.37 / 1	EA	107.40
	000920	2987225 CHN - CSTK15 STRAP CONDUIT KIT 1.5 IN.	30 EA	5.22 / 1	EA	156.60
	000930	130426 CHN - 6813 5/8 SQUARE WASHER	400 EA	0.27 / 1	EA	108.00
	000940	574359 CHN - 681012 5/8 CURVED WASHER	400 EA	0.85 / 1	EA	340.00
	000950	130403 CHN - 6502 5/8-11IN STD EYENUT	50 EA	1.98 / 1	EA	99.00
	000960	120754 CHN - ADSO46N DE STRAIN CLAMP	75 EA	7.82 / 1	EA	586.50
	000970	100643 CHN - C1025202 12-IN SGL ANCHOR	25 EA	49.16 / 1	EA	1,229.00
	000980	100397 CHN - E1020044 7FT TWINEYE ASSY	25 EA	22.21 / 1	EA	555.25
	000990	152183 CON - 2IN-ALUM CONDUIT 10FT	200 FT	319.04 / 100	FT	638.08
	001000	167243 EMT - 1IN-EMT	200 FT	136.71 / 100	FT	273.42
	001010	167226 EMT - 1-1/2IN-EMT	200 FT	271.98 / 100	FT	543.96
	001020	162223 THM - SH106 2-IN CLMPON EMT CAP	10 EA	985.16 / 100	EA	98.52
	001030	162218 THM - SH105 1-1/2 CLMPON ENT CAP	10 EA	743.52 / 100	EA	74.35
	001040	162211 THM - SH103 1-IN CLMPON ENT CAP	10 EA	385.05 / 100	EA	38.51
	001050	148801 MIL - A7517 2-IN UNIT HUB	20 EA	3.14 / 1	EA	62.80
	001060	148792 MIL - A7516 1-1/2 UNIT HUB	20 EA	3.09 / 1	EA	61.80
	001070	148774 MIL - A7514 1-IN UNIT HUB	10 EA	3.09 / 1	EA	30.90
	001080	451896 MIL - U7040-RL-TG 200A 4T RL OU	24 EA	37.55 / 1	EA	901.20
	001090	3388008 MIL - U4532-RL 0011210 200A 4TERM SOCKET	4 EA	108.30 / 1	EA	433.20

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Quote

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BSE Quote: 25928889
 Sold-to Acct #: 209775
 Valid From: 01/04/2021 To: 01/11/2021

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	001100	3515979 MIL - U5168-XL-200-KK-IL-5T9W-EVE 200A METER	6 EA	173.19 / 1	EA	1,039.14
	001110	3011726 ASTC - 1055 PT 4:1 MODEL DB4 TRANSFORMER	6 EA	172.82 / 1	EA	1,036.92
	001120	2778352 ASTC - 601Y CT 200:5 EXT RANGE BUSH MOUNT	6 EA	114.93 / 1	EA	689.58
	001130	3011729 ASTC - 198KBRP IT 200:5 WINDOW MINI SEC	12 EA	63.52 / 1	EA	762.24
	001140	3011721 ASTC - 102KP CT 400:5 TYPE AB4 TRANSFORMER	6 EA	87.31 / 1	EA	523.86
	001150	161709 THM - HS906 COND STRAP 2IN 2H STL ZNC PLTD	50 EA	27.08 / 100	EA	13.54
	001160	161699 THM - HS905 COND STRAP 1-1/2IN 2H STL ZNC PLTD	50 EA	22.84 / 100	EA	11.42
	001170	161693 THM - HS904 COND STRAP 1-1/4IN 2H STL ZNC PLTD	75 EA	19.85 / 100	EA	14.89
	001180	164647 THM - 5232 1/2 L-T CONN STL FLEX	25 EA	209.76 / 100	EA	52.44
	001190	164652 THM - 5233 3/4 L-T CONN STL FLEX	25 EA	300.88 / 100	EA	75.22
	001200	152538 FLX - 3/4IN-UA/UL/LFMC-FLX GRY 100C "UA/UL FLEX IS LIQUID TIGHT WITH METAL INSIDE FLEX"	100 FT	104.62 / 100	FT	104.62
	001210	109107 PIC - 2IN-90DEG-GALV-ELBOW	12 EA	1,122.07 / 100	EA	134.65
	001220	2585843 OZE - 6200S 2 COMP CPLG STL EMT	4 EA	1.84 / 1	EA	7.36
	001230	2585801 OZE - 6150S 1-1/2 COMP CPLG STL EMT	10 EA	1.35 / 1	EA	13.50
	001240	2585774 OZE - 7200S 2 COMP CONN STL EMT	4 EA	1.78 / 1	EA	7.12
	001250	2585770 OZE - 7150S 1-1/2 COMP CONN STL EMT	10 EA	1.23 / 1	EA	12.30
	001260	467019 MIL - U7487-RL-TG 125A 4MTR SKT	24 EA	27.53 / 1	EA	660.72

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BSE Quote: 25928889
Sold-to Acct #: 209775
Valid From: 01/04/2021 **To:** 01/11/2021

Total \$			58,974.00
State Tax \$	6.500 %	3,833.36	
County Tax \$	0.000 %	0.00	
Local Tax \$	0.000 %	0.00	
Other Tax1 \$	0.000 %	0.00	
Other Tax2 \$	0.000 %	0.00	
Other Tax3 \$	0.000 %	0.00	
Tax Subtotal \$	6.500 %		3,833.36
Net Amount \$			62,807.36

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

<p>All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.</p>
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Stanion Wholesale Elec. Co
812 S. Main St.
PO Drawer F
Pratt, KS 67124
Website: www.stanion.com

QUOTE

Placed by	Ack Date	Order #
	01/07/21	5065329-00
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Wire quote	1	

Ship CITY OF NEODESHA
To: C/O CITY CLERK
PO BOX 336
NEODESHA, KS 66757-0336

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
PO Drawer F
Pratt, KS 67124

Bill CITY OF NEODESHA
To: C/O CITY CLERK
3984 PO BOX 336
NEODESHA, KS 66757-0336

This Document is subject to our General Terms and Conditions of Business Transactions(which can be found at www.stanion.com/terms.html), which are incorporated by reference herein as though fully set forth.

Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
1	6RISERSOL WIRE #6 SOL RISER WIRE 2 50-FT	500		500	FT	508.79000	M	254.40
2	2/0thhn5c WIRE THHN 2/0 BLK 19STR CU 500	500		500	FT	2320.92000	M	1160.46
3	2thhn5c WIRE THHN 2 BLK 19STR CU 500 Inventory Guarantee - 103, 112	1000		1000	FT	1276.90000	M	1276.90
4	12thhnsolred WIRE THHN 12 RED SOL CU 500 Inventory Guarantee - All Branches	500		500	FT	124.48000	M	62.24
5	12thhnsolora WIRE THHN 12 ORN SOL CU 500 Inventory Guarantee - All Branches	500		500	FT	124.48000	M	62.24
6	12thhnsolyel WIRE THHN 12 YEL SOL CU 500 Inventory Guarantee - All Branches	500		500	FT	124.48000	M	62.24
7	12thhnsol WIRE THHN 12 BLK SOL CU 500 Inventory Guarantee - All Branches	500		500	FT	124.48000	M	62.24
8	12thhnsolblu WIRE THHN 12 BLU SOL CU 500 Inventory Guarantee - All Branches	500		500	FT	124.48000	M	62.24
9	12thhnsolbro WIRE THHN 12 BRO SOL CU 500 Inventory Guarantee - All Branches	500		500	FT	124.48000	M	62.24
10	12thhnsolgre WIRE THHN 12 GRE SOL CU 500 Inventory Guarantee - All Branches	500		500	FT	124.48000	M	62.24
11	12thhnsolwhi WIRE THHN 12 WHI SOL CU 500 Inventory Guarantee - All Branches	500		500	FT	124.48000	M	62.24
12	10thhn WIRE THHN 10 BLK 19STR CU 500 Inventory Guarantee - All Branches	500		500	FT	203.95000	M	101.98
13	10thhnwhi WIRE THHN 10 WHI 19STR CU 500	500		500	FT	203.95000	M	101.98



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Ship CITY OF NEODESHA
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PO BOX 336
NEODESHA, KS 66757-0336

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Pratt, KS 67124

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Ship Point	Via	Ship Date
Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
14	Inventory Guarantee - All Branches 10thhngre WIRE THHN 10 GRE 19STR CU 500	500		500	FT	203.95000	M	101.98
15	Inventory Guarantee - All Branches 1/061ACSR12REE WIRE BARE ALU ACSR RAVEN 1/2 REEL	885		885	LB	170.69000	C	1510.61
16	2trixlp WIRE 2-2-2 ALU ACSR CONC H XLP 1800	3600		3600	FT	635.40000	M	2287.44
17	38guy NAT-STR 3/8-IN GUY STR S & M A	1000		1000	EA	381.24000	M	381.24
18	6BARSOL25 WIRE BARE 6 SD SOL CU 25 -LB SPOOL Interchange Prod: 6solbar25	300		300	LB	402.19000	C	1206.57
19	4/0triurdred WIRE 4/0-4/0-2/0 ALU URD SWEETBRIAR 1000 ----- --Wire is volatile and fluctuates daily --Wire prices is good for today --That said it does fluctuate up and down so --we will do all we can to process this --order as quoted at time of purchase -----	1000		1000	FT	1288.71000	M	1288.71
21	111F15C120C 1/0 Ducted 15Kv EPR wire ALUM	5000		5000	each	3.76000	each	18800.00
20	Lines Total		Qty Shipped Total	19285			Total	28970.19

Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown, and changes must be renegotiated. Prices are firm for _____ days(30 max) from quotation date and must be renegotiated after that time.

Invoice Total 28970.19



Stanion Wholesale Elec. Co
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Pratt, KS 67124
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QUOTE

Placed by	Ack Date	Order #
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Ship CITY OF NEODESHA
To: C/O CITY CLERK
PO BOX 336
NEODESHA, KS 66757-0336

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To: 812 S. Main St.
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Pratt, KS 67124

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3984 PO BOX 336
NEODESHA, KS 66757-0336

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Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
1	7642s2103m 3M 7642-S-2-1/0 COLD SHR INK QT-III TERMINATION K	25		25	EA	87.24000	E	2181.00
2	162lrb5240ela 162LR-B-5240 EP 162LR-B-5240 15 LB ELB 1	40		40	EA	31.95000	E	1278.00
3	WR885BLA BLKBRN WR885 AL HTYPE COMP CONN 477-4/0 477-4/	80		80	EA	3.71000	E	296.80
4	WR815BLA BLKBRN WR815 AL HTYPE COMPCONN 477-4/0ASCR 2/0	50		50	EA	3.41000	E	170.50
5	WR419BLA BLKBRN WR419 AL HTYPE COMPCONN 4/0-3/0ASCR 4/0	100		100	EA	0.79000	E	79.00
6	WR289BLA BLKBRN WR289 AL HTYPE COMP CONN 2/0-1/0ASCR 2-	400		400	EA	0.69000	E	276.00
7	WR279BLA BLKBRN WR279 AL HTYPE COMPCONN 2/0-1ASCR 3/0-1	200		200	EA	0.69000	E	138.00
8	WR399BLA BLKBRN WR399 AL HTYPE COMPCONN 4/0-3/0ASCR 2/0	100		100	EA	0.76000	E	76.00
9	WR189BLA BLKBRN WR189 AL HTYPE COMP CONN 1/0-3ASCR 2/0-	300		300	EA	0.42000	E	126.00
10	WR159BLA BLKBRN WR159 AL HTYPE COMP CONN 2-6ASCR 1-6STR	300		300	EA	0.39000	E	117.00
11	WR9BLA BLKBRN WR9 AL HTYPE COMP CONN 3-6ASCR 2-6 SOLD IN MULTIPLES OF 2	100		100	EA	0.33000	E	33.00
12	WR139BLA BLKBRN WR139 AL HTYPE COMP CONN 1/0-4ASCR 2/0-	100		100	EA	0.69000	E	69.00
13	WRQ172BLA BLKBRN WRQ172 COMP STIRRUP W/CONTAX 1/0-3AS	25		25	EA	8.40000	E	210.00
14	WRQ352BLA BLKBRN WRQ352 COMP STIRRUP W/CONTAX 2/0-3/0	25		25	EA	12.89000	E	322.25
15	ICS681BLA BLKBRN ICS68-1 AL SERV ENTR SPLICE A:2SLD B:2SL	100		100	EA	0.47000	E	47.00
16	ICS641BLA BLKBRN ICS64-1 AL SERV ENTR SPLICE A:4SLD B:4SL	100		100	EA	0.47000	E	47.00
17	ICS711BLA BLKBRN ICS71-1 AL SERV ENTR SPLICE A:1-2STR	100		100	EA	0.52000	E	52.00



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QUOTE

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Ship CITY OF NEODESHA
To: C/O CITY CLERK
PO BOX 336
NEODESHA, KS 66757-0336

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
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Pratt, KS 67124

Bill CITY OF NEODESHA
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3984 PO BOX 336
NEODESHA, KS 66757-0336

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Ship Point	Via	Ship Date
Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
18	ICS721BLA BLKBRN ICS72-1 AL SERVENTR SPLICE A:1-2STR	200		200	EA	0.45000	E	90.00
19	ICS731BLA BLKBRN ICS73-1 AL SERV ENTR SPLICE A/B:1-2STRND	200		200	EA	0.45000	E	90.00
20	TR61BLA BLKBRN TR61 COMPRESSION SLEEVE	50		50	EA	1.30000	E	65.00
21	TR63BLA BLKBRN TR63 AL SERVENTR COMP SPLICE 4ASCR 4-1/4	50		50	EA	1.30000	E	65.00
22	TR64BLA BLKBRN TR64 AL SERVENTR COMP SPLICE 2ASCR 4-1/4	100		100	EA	1.15000	E	115.00
23	TR66BLA BLKBRN TR66 AL SERENTR COMP SPLIC 1/0ASCR 4-1/4	50		50	EA	3.25000	E	162.50
24	PKL361BLA BLKBRN PKL36-1 COMP PIN TERM 1/0 PIGTAIL 258X6	25		25	EA	3.41000	E	85.25
25	PKL661BLA BLKBRN PKL66-1 COMP PIN TERM 4/0 PIGTAIL 365X6	25		25	EA	6.19000	E	154.75
26	PCS71BLA BLKBRN PCS71 COMP PIN TERM 1-2 PIGTAIL 0.204X2	100		100	EA	1.90000	E	190.00
27	2grc CONDUIT 2-IN GRC Inventory Guarantee - All Branches	200		200	FT	724.00000	C	1448.00
28	112emt CONDUIT 1-1/2-IN EMT Inventory Guarantee - All Branches	200		200	FT	285.50000	C	571.00
29	1emt CONDUIT 1-IN EMT Inventory Guarantee - All Branches	100		100	FT	143.50000	C	143.50
30	5233tb T&B 5233 3/4-IN LIQUID-TIGHT CONNECTOR - Inventory Guarantee - All Except for 112, 219	25		25	EA	307.00000	C	76.75
31	5232tb T&B 5232 1/2-IN LIQUID-TIGHT CONNECTOR - Inventory Guarantee - All Except for 112, 219	25		25	EA	215.70000	C	53.93
32	34FLE100 CONDUIT 3/4 FLEX STL RD- W 100-FT Inventory Guarantee - All Except for 101, 102, 103, 110, 216	100		100	FT	51.25000	C	51.25



Stanion Wholesale Elec. Co
812 S. Main St.
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Pratt, KS 67124
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QUOTE

Placed by	Ack Date	Order #
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Material list		3

Ship CITY OF NEODESHA
To: C/O CITY CLERK
PO BOX 336
NEODESHA, KS 66757-0336

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
PO Drawer F
Pratt, KS 67124

Bill CITY OF NEODESHA
To: C/O CITY CLERK
3984 PO BOX 336
NEODESHA, KS 66757-0336

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Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
33	2elb CONDUIT 2-IN 90DEG GALV ELBOW Inventory Guarantee - All Branches	12		12	EA	1214.70000	C	145.76
34	1925bri B-PORT 1925 2-IN PIPE STRAP EMT	50		50	EA	26.71000	C	13.36
35	1924bri B-PORT 1924 1-1/2-IN PIPE STRAP EMT Inventory Guarantee - 102, 103, 108, 110	100		100	EA	20.42000	C	20.42
36	1922bri B-PORT 1922 1-IN PIPE STRAP EMT Inventory Guarantee - 102, 103, 108, 110	100		100	EA	10.18000	C	10.18
37	265dcabri B-PORT 265-DC 2-IN COMP. CPLG. Inventory Guarantee - 103, 108	10		10	EA	317.67000	C	31.77
38	264dcabri B-PORT 264-DC 1-1/2-IN COMP. CPLG. ZINC Inventory Guarantee - 103, 108	20		20	EA	249.63000	C	49.93
39	1256bri B-PORT 1256 2-IN SERV. ENTR. CAP CLAMP Inventory Guarantee - 103, 108	10		10	EA	707.37000	C	70.74
40	1255bri B-PORT 1255 1-1/2-IN SERV. ENTR. CAP	10		10	EA	628.84000	C	62.88
41	1253bri B-PORT 1253 1-IN SERV. ENTR. CAP	20		20	EA	328.23000	C	65.65
42	a7517mil MILB A7517 2-INCH HUB KI T	20		20	EA	3.14000	E	62.80
43	a7516mil MILB A7516 1 1/2-INCH HU B KIT	20		20	EA	3.35000	E	67.00
44	a7514mil MILB A7514 1-INCH HUB KI T	10		10	EA	3.35000	E	33.50
45	255dc2bri B-PORT 255-DC2 2-IN COMP. CONN.	10		10	EA	284.49000	C	28.45
46	254dc2bri B-PORT 254-DC2 1-1/2-IN COMP. CONN. ZINC	20		20	EA	181.13000	C	36.23
47	u7487rltgmil MILB U7487-RL-TG 125A 4T RL OU	24		24	EA	28.69000	E	688.56



Stanion Wholesale Elec. Co
812 S. Main St.
PO Drawer F
Pratt, KS 67124
Website: www.stanion.com

QUOTE

Placed by	Ack Date	Order #
	01/07/21	5064930-00
PO #	Page #	
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Ship CITY OF NEODESHA
To: C/O CITY CLERK
PO BOX 336
NEODESHA, KS 66757-0336

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
PO Drawer F
Pratt, KS 67124

Bill CITY OF NEODESHA
To: C/O CITY CLERK
3984 PO BOX 336
NEODESHA, KS 66757-0336

This Document is subject to our General Terms and Conditions of Business Transactions(which can be found at www.stanion.com/terms.html), which are incorporated by reference herein as though fully set forth.

Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
48	U7040RLTGMIL MILB U7040-RL-TG 200A 4T RL OU	24		24	EA	33.29000	E	798.96
49	u4532rlmil MILB U4532-RL 200A 4T RL STUD OU	4		4	each	114.18000	E	456.72
50	U5168XTL200MIL MILB U5168-XTL-200 200A 4T RL OU MAIN 8CRT	6		6	EA	203.20000	E	1219.20
51	1206010140465RIT RITZ 120601014.0465 300:120 PT	9		9	EA	158.00000	E	1422.00
52	92357401itr ITRON 92357-401 4-1 PT	6		6	EA	154.00000	E	924.00
53	1106010110083RIT RITZ 110601011.0083 TYPE DCDW 200:5 SEC PADMOUNT	6		6	EA	78.53000	E	471.18
54	1106010050026RIT RITZ 110601005.0026 200:5 CT TYPE DCBW	12		12	EA	62.02000	E	744.24
55	1106010080052RIT RITZ 110601008.0052 400:5 CT TYPE DCCW	6		6	EA	85.79000	E	514.74
56	pg5800plp PLP PG-5800 GUY GUARD W/CLAMP	25		25	EA	2.92000	E	73.00
57	70380340CEN CENTRAL MOLONEY 70380340 GUARD	50		50	EA	3.92000	E	196.00
58	HLC2108BLA BLKBRN HLC2108 BRNZ HOTLINE CLAMP 2/0STRN 8S	50		50	EA	9.74000	E	487.00
59	33+SUPER34X76FT3M 3M 33+SUPER-3/4X76FT SCO TCH SUPER 33+ VINYL ELEC Inventory Guarantee - 101, 103, 104, 105, 106, 108, 109, 110 112, 118, 213, 216	50		50	EA	4.09000	E	204.50
60	35ORANGE34X66FT3M 3M 35-ORANGE-3/4X66FT SC OTCH VINYL COLOR CODING Inventory Guarantee - All Branches	10		10	EA	3.81000	E	38.10
61	35WHITE34X66FT3M 3M 35-WHITE-3/4X66FT SCO TCH VINYL COLOR CODING E Inventory Guarantee - All Branches	10		10	EA	3.81000	E	38.10
62	35RED34X66FT3M 3M 35-RED-3/4X66FT SCOTC H VINYL COLOR CODING ELE Inventory Guarantee - All Branches	10		10	EA	3.81000	E	38.10



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PO #	Page #	
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Ship CITY OF NEODESHA
To: C/O CITY CLERK
PO BOX 336
NEODESHA, KS 66757-0336

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
PO Drawer F
Pratt, KS 67124

Bill CITY OF NEODESHA
To: C/O CITY CLERK
3984 PO BOX 336
NEODESHA, KS 66757-0336

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Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
63	35BLUE34X66FT3M 3M 35-BLUE-3/4X66FT SCOT CH VINYL COLOR CODING EL Inventory Guarantee - All Branches	10		10	EA	3.81000	E	38.10
64	35BROWN34X66FT3M 3M 35-BROWN-3/4X66FT SCO TCH VINYL COLOR CODING E Inventory Guarantee - All Branches	10		10	EA	3.81000	E	38.10
65	130C34X30FT3M 3M 130C-3/4X30FT SCOTCH LINERLESS RUBBER SPLICIN Inventory Guarantee - All Branches	3		3	EA	11.34000	E	34.02
66	6h3bla BLKBRN 6H3 H-STRNGTH SPLITBLT CONN 6-10SLD	200		200	EA	123.00000	C	246.00
67	4h3bla BLKBRN 4H3 H-STRNGTH SPLITBLT CONN 4SLD-8SLD	100		100	EA	145.00000	C	145.00
68	cc44hom HOMAC CC 44 CU C-TYPE COMP TAP 6-4 4-4	100		100	EA	0.69000	E	69.00
69	615880ERIT ERITECH 615880 5/8-INX8-FT CU BOND GRD Inventory Guarantee - All Except for 101	50		50	EA	12.09000	E	604.50
70	g5bla BLKBRN G5 5/8-IN GROUND ROD CLAMP Inventory Guarantee - All Branches	50		50	EA	133.96000	C	66.98
71	GCC1554RMPS MPS GCC15-54R GUY 15K 54.0-IN	10		10	EA	20.83000	E	208.30
72	GCTE1512RMPS MPS GCTE15-12R GUY 15K 12.0-IN	10		10	EA	24.37000	E	243.70
73	c7bla BLKBRN C7 INSUL CVR FOR D DIE UPTO 2-1/2	300		300	EA	0.76000	E	228.00
74	DS15MMPS MPS DS-15M DDE IMP 15KV INSUL.	90		90	EA	11.86000	E	1067.40
75	GP100BLA BLKBRN GP100 GROUNDPLATE CU POLE 14SL	100		100	EA	5.25000	E	525.00
76	J740ZMPS MPS J740Z PIN-POLE TOP W/NYL	45		45	EA	8.37000	E	376.65
77	J9412MPS MPS J9412 BOLT-OVAL EYE-5/8	250		250	EA	3.48000	E	870.00



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QUOTE

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PO #	Page #	
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Ship CITY OF NEODESHA
To: C/O CITY CLERK
PO BOX 336
NEODESHA, KS 66757-0336

Correspondence Stanion Wholesale Elec. Co
To: 812 S. Main St.
PO Drawer F
Pratt, KS 67124

Bill CITY OF NEODESHA
To: C/O CITY CLERK
3984 PO BOX 336
NEODESHA, KS 66757-0336

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Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
78	J8814MPS MPS J8814 BOLT-MACH-5/8 X 14	50		50	EA	1.48000	E	74.00
79	J8812MPS MPS J8812 BOLT-MACH-5/8 X 12	250		250	EA	1.31000	E	327.50
80	g1mda118atmps MPS G1MDA118AT BRKT 1PH 1.5-IN X	50		50	EA	34.26000	E	1713.00
81	605rvic VICTOR 605R C-NECK INSULATOR 55-3	36		36	EA	2.52000	E	90.72
82	CSG15100A110CB10KAALU ALUMA-FORM CSG15100A110C B10KA 100A 15KV POLY CUT	50		50	EA	71.70000	E	3585.00
83	ZHP0090C00100MPS MPS ZHP009-0C00100 ARR ZFRC 9KV HDT	50		50	EA	42.83000	E	2141.50
84	J1300MPS MPS J1300 CLEVIS INSULATOR	100		100	EA	6.37000	E	637.00
85	J203ZMPS MPS J203Z PIN-X ARM W/NYLON	50		50	EA	4.53000	E	226.50
86	J0588ZMPS MPS J0588Z WIRE HOLDER-SERVIC	25		25	EA	5.95000	E	148.75
87	6CSO12ALU ALUMA-FORM 6-CSO-12 COND BRKT	12		12	EA	28.72000	E	344.64
88	STK15ALU ALUMA-FORM STK-1.5 1-1/2 -IN CONDUIT STRAP	75		75	EA	4.10000	E	307.50
89	stk2alu ALUMA-FORM STK-2 2-IN CO NDUIT STRAP	50		50	EA	4.24000	E	212.00
90	stk4alu ALUMA-FORM STK-4 4-IN CO NDUIT STRAP	10		10	EA	4.84000	E	48.40
91	j1075mps MPS J1075 WASHER-SQ-2 1/4 X	400		400	EA	0.34000	E	136.00
92	j113mps MPS J113 WASHER-SQ CURVED-3	100		100	EA	1.15000	E	115.00
93	J1092MPS MPS J1092 JS-EN-5(FORGED)	50		50	EA	2.25000	E	112.50
94	ASO3981NMPS MPS ASO-398-1-N HL SO STR STRN CLP	75		75	EA	7.81000	E	585.75
95	D1146MPS MPS D1146 ANC PISA DD6 1X12	25		25	EA	27.01000	E	675.25



Stanion Wholesale Elec. Co
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PO #		Page #
Material list		7

Ship CITY OF NEODESHA
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Correspondence Stanion Wholesale Elec. Co
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 Pratt, KS 67124

Bill CITY OF NEODESHA
 To: C/O CITY CLERK
 3984 PO BOX 336
 NEODESHA, KS 66757-0336

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Instructions		
Ship Point	Via	Ship Date
Stanion Wholesale Electric 108	OUR TRUCK	



Service Center: Chanute, KS Ph: 620-431-4750 Fax: 620-431-7375

Ln #	Product and Description	Quantity Ordered	Quantity BO	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Net Amount
96	D75DMPS MPS D75D ANC.ROD PH 3/4X84	25		25	EA	23.33000	E	583.25
96	Lines Total		Qty Shipped Total	7120			Total	34718.56

Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown, and changes must be renegotiated. Prices are firm for days(30 max) from quotation date and must be renegotiated after that time.

Invoice Total 34718.56

Rainbow Fireworks Inc.

Steve & Peggy Showalter, Owners
76 Plum Avenue Inman, KS 67546

Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

January 8, 2021

City of Neodesha
1407 N. 8th
P.O. Box 336
Neodesha KS 66757

I am enclosing your FIREWORKS PRODUCTION CONTRACT for the City of Neodesha July 4th, 2021 fireworks celebration. We are looking forward to working with you for another year. We love being in the entertainment business through the production of a fireworks show for your organization. Our pledge is to provide you with the most awesome and entertaining show for your budget.

Please read through the contract, and if you have any questions about the process or the contract, please do not hesitate to contact me at one of the above numbers. If everything is acceptable, please sign a copy and return the contract to us along with the full amount by January 30th, 2021 to receive the 10% bonus product.

Sincerely,

Stephen Showalter

Stephen Showalter
President
Rainbow Fireworks, Inc

Cc: File
Enclosures



Steve & Peggy Showalter
76 Plum Avenue Inman, KS 67546

Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this _____ day of _____, 2021 by and between **Rainbow Fireworks, Inc.**, designated herein as the "**SELLER**" and **CITY OF NEODESHA**, designated herein as the "**PURCHASER**" of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2021.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Eight Thousand Dollars and no/100 cents (\$8,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** Eight Thousand Dollars and no/100 cents (\$ 8,000.00) on **January 30th, 2021** in full.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifty percent (50%) of the cost of the display, Four Thousand Dollars and no/100 cents (\$4,000.00).

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2021.

SELLER:

PURCHASER:

RAINBOW FIREWORKS, Inc.

CITY OF NEODESHA

By: Stephen Showalter
Authorized Agent

By: _____
Authorized Agent

PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (Hereinafter referred to as "Agreement"), made and entered into this ____ day of _____ 20____, by and between Stellar Fireworks, LLC, located at 4440 Southeast Boulevard Wichita, KS 67210 (Hereinafter referred to as "SELLER") and :

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

(Hereinafter referred to as "Buyer")

1. **TIME AND PLACE; POSTPONEMENT/CANCELLATION:** SELLER agrees to design, produce and execute a fireworks show, otherwise known as a pyrotechnic display, at approximately:

9:15 p.m. on the 4th of July, 2021

At the following location:

City of Neodesha Water Department
1400 Wisconsin St
Neodesha, KS 66757

Weather permitting. An alternate inclement weather (generally excessive wind and/or precipitation) date is hereby designated to be the first day following the scheduled date that weather conditions are permissible for execution at the same time and place set forth hereinabove. It is agreed and understood by and between the parties hereto that SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event SELLER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, SELLER shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternate inclement weather date as set forth hereinabove. As a part of the authority stated hereunder, SELLER reserves the right to prematurely end or place a hold on the continuance of the display if, in the opinion of SELLER, the weather conditions change during the time that the display is in progress so as to create an unsafe or hazardous situation. In the event of any postponement or delay, BUYER shall be responsible for any actual expenses incurred as a result of any additional time and/or expenses related to the postponement or delay, and it is specifically acknowledged that SELLER hereunder shall not be held responsible, financially or otherwise, for the exercise of any judgement or assertion of any authority hereunder. In the event the display cannot be postponed to an alternate date, SELLER shall have the right to retain, and BUYER agrees to pay SELLER, fifty percent (50%) of the total contract price hereunder for expenses incurred and services rendered.

2. **MUSIC:** The following indicated (x) provision(s) should apply to music and/or soundtracks, which may be a part of the display contemplated hereunder:

(X) The subject display will have no musical accompaniment.

() SELLER will furnish to BUYER a compact disc. One channel (music) of this CD is to be played (by a sound company contracted by BUYER) over the speaker system to the spectators. The other channel (cue) of this CD is to be fed to a headphone set provided by the sound company located at the control panel of SELLER, which may be up to five hundred (500) feet from the CD player of the sound company. The headphone set is to include a microphone so that two-way communication between the control panel operator and tape deck operator is maintained. BUYER will furnish a high fidelity, concert quality, bi-amplified, or preferably, tri-amplified sound system with the capability of producing a frequency response of fifty thousand (50,000) cycles per second at one hundred (100) decibels sound pressure level for all principal spectator viewing area.

3. **INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER, BUYER and:

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

to be additionally insured and covered for one million dollars (\$1,000,000.00) liability, combined single limit, for personal injury and property damage. In the event greater liability insurance limits are required, the additional cost is to be paid by BUYER.

4. **EQUIPMENT:** SELLER shall be responsible to install, setup, and remove the equipment and supporting hardware of the pyrotechnic display. BUYER shall provide sufficient trash receptacles for cleanup after execution of the display.

5. **SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following: adequate security personnel, barricades, ropes with flags, etc., to barricade all closed (dangerous) areas to spectators; traffic patrolmen, as necessary; security guards for crowd control and clean up personnel to remove litter left by spectators or any person other than SELLER; trash receptacles as necessary for spectators; "No Parking" signs and directional signs, as necessary; sufficient space of at least 500' radius clearance, clearly designated by stakes, rope, or fence, in a safe location as designated by SELLER hereunder, for the proper and safe display of said pyrotechnic program, such space to be clear and free of all persons except those employed or expressly authorized by SELLER and clear of any and all equipment, vehicles, structures, or items of any other kind not authorized or put in place by SELLER; adequate fire protection for the area in which SELLER shall operate the display, and the surrounding spectator areas, or any other areas, as designated by SELLER (or other authority), for which fire protection might be necessary, areas of sufficient clearance surrounding the display operation area, grandstand or other spectator viewing areas or ground upon which the display shall be operated, or any other areas, as specifically designated by

SELLER to be free from pedestrians or vehicles, and any damage or liability arising out of damage or harm to any person, structure, vehicle, or other property within such areas specified by SELLER shall be the complete and sole responsibility of BUYER hereunder; such areas to include but not be limited to public streets specified to be closed, parking areas specified as off-limits or public walkways specified to be closed. BUYER specifically acknowledges and affirms that it understands that the pyrotechnic display contracted for herein can cause substantial, severe and irreparable damage to person and property, and that SELLER assumes no responsibility whatsoever for any property damage or injury to individuals within the areas specifically designated hereinabove as necessary to immediately surround the operations of the display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance in accordance with paragraph three above, and other items required by the licensing authorities for issuance of such license or permits.

6. **OPERATION OF DISPLAY:** SELLER shall be responsible for all aspects of the setup and operation of the display.

7. **PLACEMENT:** BUYER and SELLER shall mutually determine and agree upon the placement and arrangement of fireworks display devices, set pieces, props, spectator viewing areas, and any and all equipment involved with the pyrotechnic display or sound system to ensure the highest degree of showing integrity and character, and present to the audience the most aesthetic, artistic, and safest program possible. SELLER shall have sole discretion over placement necessitated by applicable federal, state or local safety, fire or other regulations.

8. **LICENSES OR PERMITS:** BUYER shall be responsible to obtain, for SELLERS benefit, any state, city or other licenses or permits required to execute the pyrotechnic display.

9. **COMPENSATION:** Compensation shall be made to the SELLER hereunder as follows: The BUYER will pay the SELLER \$3,750.00 (50%) at the signing of the agreement, with the balance due of \$3,750.00 on or before the 4th day of July 2021. The total amount of this contract is \$7,500.00. If for any reason other than as addressed herein above, BUYER wishes to cancel this Agreement, there will be a cancellation fee in the amount of twenty-five percent (25%) of the total contract price hereunder, to be paid to or retained by SELLER. If the SELLER cancels this Agreement or the pyrotechnic display for any reason other than: 1) inclement weather, 2) force majeure, or 3) nonperformance by or material breach of the terms of this Agreement by BUYER, all monies paid to SELLER by BUYER to the date of such cancellation will be refunded to BUYER and the SELLER will have no further obligations under this Agreement. Any applicable state or local taxes will be payable by the BUYER. If the BUYER wishes to increase the size and/or duration of the display they may increase the budget any time prior to May 4th, 2021 by notifying the company at (316) 524-0000.

10. **INDEMNIFICATION:** It is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees and persons and organizations independently contracted by SELLER, from and against all losses, damages, demands, costs, claims, suit and other related actions or proceedings, of whatever nature or kind resulting from damages to any property and/or from bodily or personal injuries to and/or the death of any persons arising in any way out of the fireworks products or other products furnished by SELLER under the

terms of this Agreement, resulting from any source other than the negligence of SELLER hereunder, or its agents or employees, or from a source other than one for which insurance coverage has been provided pursuant to paragraph three (3) of this Agreement above.

11. **FORCE MAJEURE:** Subject to the provisions of paragraph one (1) above, any failure or omission of BUYER or SELLER under this Agreement due to an act of God, enactment, rule, order of any act of government instrumentality (whether federal, state, or local), or other causes beyond the control of BUYER or SELLER, or a force majeure will not constitute a breach or default under this Agreement.

12. **CONSTRUCTION/ASSIGNMENT/APPLICABLE LAW:** If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, or if any such provision is waived or not enforced by any party hereunder, the remainder of the provision of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement, including any documents incorporated or referred to herein, constitutes the entire Agreement between the parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER. This Agreement shall be binding upon the heirs, executives, administrators, personal representatives, successors, and assigns of each of the parties. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Kansas, and that any aspect of this Agreement shall be controlled by and interpreted under, the laws of the State of Kansas, as they may exist from time to time.

13. **ATTORNEY'S FEES:** If any legal action is necessary to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover all costs of suit including reasonable attorney's fees.

Stellar Fireworks, LLC

"SELLER"

By: Andrew Nguyen

Date: 01/7/2021

City of Neodesha, KS

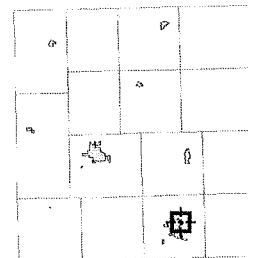
"BUYER"

By: _____






Date: _____



Overview



Legend

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

Parcel ID 1031941704004001000

Sec/Twp/Rng 17-30-16

Property Address E FIR
Neodesha

Alternate ID R7995

Class V - Vacant

Acreage n/a

Owner Address BERDAN, KIMBERLY & BERDAN, DAVID

1633 N A ST

NEODESHA, KS 66757

District 006

Brief Tax Description VIVIAN DEER'S SUBDIVISION, S17, T30, R16, BLOCK 001, N 25' LTS 18 & 19 SECTION 17 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.

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