

Agenda

City Commission of the City of Neodesha, KS

May 12, 2021 2:00 p.m.

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

Item 1: Opening Session

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

Item 2: Public Comments

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

- Approval of April 28, 2021 Minutes
- Appropriation (2021) 07
- Raw Water Project Bond Appropriation No. 89

Item 4: Business Items to Consider

- A. Proclamation: National Police Week
- B. Proclamation: Emergency Medical Services Week
- C. Design Contest for Welcome to Neodesha Sign
- D. Solar Project: Scott Shreve, Priority Power Management
- E. Ordinance: Animal Control
- F. Resolution: Dangerous Structures: 911 Illinois
- G. Resolution: Dangerous Structures: 421 N 9th
- H. Resolution: Amend Position Classification and Pay Plan
- I. Gas Line Project: CDBG Contract Amendment 2
- J. Gas Line Project: Engineering Contract Amendment 2
- K. BP Annual Access Agreement
- L. WGBP Farm Lease
- M. Land Bank: Consider Sale of Property
- N. Main Street Trash Cans and Benches
- O. Purchase of Public Works Plumbing Truck
- P. Accept Employee Resignation

Item 5: Date/Time of Next Regular Meeting

Wednesday, May 26, 2021 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Attorney/Client Privilege
Executive Session: Non-elected Personnel

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
ZOOM Online Access
May 12, 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: Proclamation: National Police Week

4.B: Proclamation: Emergency Medical Services Week

4.C: Design Contest for Welcome to Neodesha Sign

The Commission will welcome Ms. Erica Johnson, members of the Active Transportation Advisory Board (ATAB), and the designers of the sign submittals, with a goal of selecting the winning design for a Welcome to Neodesha sign.

RECOMMENDED MOTION: *I move to approve the design submission by _____, for a proposed Welcome to Neodesha sign.*

4.D: Solar Project: Scott Shreve, Priority Power Management

The Commission will welcome Scott Shreve, Priority Power Management, for a presentation on a proposed solar project.

RECOMMENDED MOTION: *To be determined...*

4.E: Ordinance: Animal Control

The Commission is asked to discuss, consider, and approve a new Animal Control Ordinance. This major revision of the Animal Control Ordinance removes a breed-specific ban on animals, and increases the control features for dangerous and vicious animals.

RECOMMENDED MOTION: *I move to approve Ordinance 1745, a revised Animal Control Ordinance for the City of Neodesha.*

4.F: Resolution: Dangerous Structures: 911 Illinois

The Commission is asked to consider Resolution 21-12, calling for a Public Hearing, July 14, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 911 Illinois Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 21-12 setting a public hearing for July 14, 2021 as presented.*

4.G: Resolution: Dangerous Structures: 421 N 9th

The Commission is asked to consider Resolution 21-13, calling for a Public Hearing, July 14, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 421 N. 9th Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 21-13 setting a public hearing for July 14, 2021 as presented.*

4.H: Resolution: Amend Position Classification and Pay Plan

The Commission is asked to consider Resolution 21-14, to amend the Position Classification and Pay Plan. This amendment will add position descriptions that specifically relate to the EMS classification for EMT's, AEMT's, and Paramedics. Additionally, the Commission is asked to modify the pay table for Seasonal, Part-time, and temporary employees.

RECOMMENDED MOTION: *I move to adopt Resolution 21-14 amending the Position Classification and Pay Plan.*

4.I: Gas Line Project: CDBG Contract Amendment 2

On January 11, 2021, the Commission approved a CDBG contract amendment (#1), to extend the project by two months, from March 14 to May 14, and to stay in compliance with CDBG requirements on contract time. The gas line project requires another extension to the contract due to the project failing to reach final completion.

RECOMMENDED MOTIONS: *I move to approve the CDBG Contract Amendment #2 as presented.*

4.J: Gas Line Project: Engineering Contract Amendment 2

On April 28, 2021, the Commission approved amendment #1 to the Engineering Contract for the gas line project. Amendment #1 was approved to allow additional time for the project inspector to remain on site. The Commission is asked to approve Contract Amendment #2 for the same purpose. Our engineer believes that this extension should allow for the final completion of the project. This amendment does come with an additional cost to the City, but the contractor is into a "Liquidated Damages" stage of this project, and each day past the approved contract time has a cost to the contractor. The liquidated damages should cover the additional inspection time for our payment to TJ Inspections.

RECOMMENDED MOTION: *I move to Contract Amendment #2, to the Gas Line Project, at an additional cost of \$ _____.*

4.K: BP Annual Access Agreement

Staff has been contacted by Mary Wojciechowski, BP Operations Manager, with a request to approve an Annual Access Agreement for monitoring well sampling activity.

RECOMMENDED MOTION: *I move to approve the 2021 Access Agreement with BP for monitoring well sampling, and authorize the City Administrator to sign the agreement.*

4.L: WGBP Farm Lease

In 2020, the City approved a W. Granby Business Park farm lease with Mr. Zach Mahaffey. Due to the sale of property to SICUT, the total available land for farming has been reduced. The Commission is asked to enter into a modified lease with Mr. Mahaffey for the remaining ground in the W. Granby Business Park.

RECOMMENDED MOTION: *I move to approve the W. Granby Business Park Farm Lease with Mr. Zach Mahaffey as presented.*

4.M: Land Bank: Consider Sale of Property

The Commission is asked to convene as the Neodesha Land Bank, and consider the sale of 922 N. 11th St.

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

RECOMMENDED MOTION: *I move to approve the sale of 922 N. 11th Street to Dennis Abbott for the sale price of _____.*

RECOMMENDED MOTION: *I move to adjourn as the Neodesha Land Bank Board and re-convene as the City of Neodesha Governing Body.*

4.N: Main Street Trash Cans and Benches

Staff has the understanding that a design of the downtown benches and trash cans has been selected. It is also understood that the City is being asked to fund the purchase of the benches and cans, and that expense will be reimbursed by the Neodesha Foundation.

RECOMMENDED MOTION: *I move to approve the purchase of benches and trash cans for Main Street, at a cost of _____, to be reimbursed by the Neodesha Foundation.*

4.O: Purchase of Public Works Plumbing Truck

During the 2021 budget season, the Commission approved the purchase of an F350 Plumbing Truck for Public Works at a projected cost of \$75,000. This expense is planned to be covered by the Gas, Water, and Sewer funds. Public Works Director Wheeler will brief the Commission on costs and timing of acquisition.

RECOMMENDED MOTION: *I move to approve the purchase of a plumbing truck for Public Works, at a cost not to exceed _____.*

4.P: Accept Employee Resignation

A Public Works employee has notified Brent that he will be resigning from the City, effective May 21, 2021.

RECOMMENDED MOTION: *I move to accept the resignation of Public Works employee Nick Prince, effective May 21, 2021.*

Item 6: Executive Session: Attorney/Client Privilege

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

Item 6: Executive Session: Non-elected Personnel

I move to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, and ____ 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.

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall conducting the meeting by live streaming with Zoom on Wednesday, April 28, 2021 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

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

Commission and Administrator Reports were heard.

Community Development Director report was heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the consent agenda as presented consisting of the minutes from the April 14, 2021 meeting; minutes from the April 20, 2021 Special Call Meeting; Appropriation (2021) 06; and Gas Line Project Appropriation No. 26. Seconded by Commissioner Moffatt. Motion carried.

The Commission welcomed Mr. Jim Jackson for an update on Senior Center activities.

Administrator Truelove addressed the Commission regarding Change Order No. 4 for the Gas Line Project. This change order involves adding additional days to the substantial completion contract time due to in-service replumbs and weather delays. This change order also addressed a contract price decrease for pipes, valves, service lines, pavement removal, replacement changes and additional abandonment work to the Gas Line Project. Discussion held.

Commissioner Moffatt moved to approve Change Order No. 4 to the Gas Line Project as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding Contract Amendment No. 1 to the Gas Line Project. This amendment involves continuing to utilize the services of TJ Inspections to help ensure the project work is completed efficiently. Discussion held.

Commission Nichol moved to approve Contract Amendment No. 1, to the Gas Line Project, at an additional cost of \$35,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of a police vehicle, which was an approved 2021 budget capital outlay item. Discussion held.

Commissioner Moffatt moved to approve the purchase of a police vehicle in an amount not to exceed \$35,000. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the re-appointment of Electric Superintendent Brandon Hearn as the City's KMEA Director No. 1. Discussion held.

Commission Nichol moved to appoint Brandon Hearn as KMEA Director No. 1. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of a Zoll Defibrillator/Monitor for the Fire/EMS Department. The Fire Department was awarded the KBEMS Revolving Assistance Fund (KRAF) grant in the amount of \$15,000. The requirement of the grant requests the City to expend the funds for the purchase of the equipment first, and then will receive reimbursement for the grant amount. Discussion held.

Commissioner Moffatt moved to approve the purchase of a Zoll Defibrillator/Monitor in an amount not to exceed \$33,000, with a \$15,000 grant reimbursement. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove along with Community Development Director, Jeri Hammerschmidt, addressed the Commission regarding a USDA Grant for equipment and office furniture needs for the new Police Facility. Discussion held.

Commissioner Nichol moved to approve the USDA grant application, and authorize the Mayor to sign. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding Ordinance No. 1744 which involved setting fees associated with the City Pool. Discussion held.

ORDINANCE NO. 1744

AN ORDINANCE AMENDING SECTION 16-30 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE REGARDING FEES FOR PARKS AND RECREATION SERVICES PROVIDED BY THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING PRIOR SECTION 16-30 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

(continued on next page)

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

Section One: Section 16-30 of Chapter 16 of the City of Neodesha Code shall be amended to read as follows:

Sec. 16-30 – Parks and Recreation:

- 1) Civic Center and other city-owned property: as established by resolution
- 2) Neodesha Splash Zone Fees
 - a. Daily Admission \$3.00
 - b. Age 2 and under Free
 - c. Family Pass \$125.00 with option to add a non-family member for \$25 more
 - d. Single Pass \$75.00
 - e. Punch cards \$55.00 for 20 visits
 - f. Swim Lessons \$20.00 per child
 - g. Aerobics \$25.00 per season
 - h. Private Parties \$150.00 per hour

Section Two: Prior Section 16-30 of Chapter 16 of the Code of the City of Neodesha and all ordinances and parts of ordinances in conflict herewith is hereby repealed.

Section Three: This ordinance shall take effect and be in full force from and after its adoption by the governing body and publication once in the official city newspaper.

Commissioner Moffatt moved to approve Ordinance 1744, modifying Section 16 Fees of the City Code, establishing fees for the City Pool, as amended. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a donation request from a representative of the Neodesha 150th Anniversary Committee to assist with their project. This item was tabled from the April 14, 2021 Commission Meeting. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding a request to purchase a Timber Ridge lot for the purpose of constructing a playground with the assistance of the HOA.

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

Commissioner Moffatt moved to approve the sale of Timber Ridge Lot 15 to Don Adams with a sale price of \$5,000. Seconded by Commissioner Nichol. Motion carried.

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

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, May 12, 2021 at 2:00 p.m.

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

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 7****5/12/2021**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
AIRGAS USA LLC	SUPPLIES	495.00	68720	5/12/2021
ALERT-ALL CORP	PROMOTIONAL ITEMS	696.00	68721	5/12/2021
BANK OF COMMERCE	LADDER TRUCK PAYMENT	5,263.38	68722	5/12/2021
BEACHNER GRAIN INC	WEED KILLER	38.75	68723	5/12/2021
BLUBOOTHS	UNIFORMS	279.06	68724	5/12/2021
BORDER STATES INDUSTRIES INC	FIBERGLASS CROSSARM	1,342.75	68725	5/12/2021
CHASE PEST CONTROL LLC	EXTERMINATOR SERVICE	40.00	68726	5/12/2021
CINTAS	FIRST AID SUPPLIES	151.95	68727	5/12/2021
COMMUNITY NATIONAL BANK	STREET SWEEPER PAYMENT	36,087.48	68728	5/12/2021
CORE & MAIN	SADDLE EPOXY	290.38	68729	5/12/2021
CULLIGAN OF INDEPENDENCE	MAY WATER SERVICE	254.53	68730	5/12/2021
EMERGENCY APPARATUS MAINTENANC	NEW PUMP	13,349.40	68731	5/12/2021
FASTENAL COMPANY	SUPPLIES	37.90	68732	5/12/2021
FED EX	SHIPPING CHARGES	31.75	68733	5/12/2021
FORSYTHE'S HEATING & ELECTRIC	DEWINTERIZE POOL	301.99	68734	5/12/2021
FREDONIA NAPA PARTS & SERVICE	LENS	12.29	68735	5/12/2021
FREDONIA REGIONAL HOSPITAL	MEDICAL SERVICES	313.53	68736	5/12/2021
FREDONIA TRUE VALUE HARDWARE	SPADING FORK	112.93	68737	5/12/2021
G & W FOODS	APPRECIATION DINNER	94.02	68738	5/12/2021
GALLS LLC	UNIFORMS	725.18	68739	5/12/2021
GRAFIX	REFLECTIVE GRAPHIC KIT	443.54	68741	5/12/2021
RACHEL GUTSCHENRITTER	REIMBURSE ZUMBA LICENSE	145.00	68742	5/12/2021
HACH COMPANY	LAB SUPPLIES	590.75	68743	5/12/2021
HAWKINS INC	CHEMICALS	3,633.13	68744	5/12/2021
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	392.79	68745	5/12/2021
INDEPENDENCE DAILY REPORTER	CLASSIFIED ADS-PW & CH	752.10	68746	5/12/2021
INDUSTRIAL SALES COMPANY INC	1 INCH CAPS	84.06	68747	5/12/2021
KANSAS MUNICIPAL INSURANCE TRU	2020 W/C PREMIUM ADJUSTMENT	3,220.00	68748	5/12/2021
KANSAS ONE-CALL SYSTEM, INC	APRIL LOCATES	64.80	68749	5/12/2021

NKC Tire	TIRES	297.78	68750	5/12/2021
KEDA	2021 MEMBERSHIP DUES	300.00	68751	5/12/2021
KIERSTIN'S BOUTIQUE	EMBROIDERY-ELECTRIC	87.20	68752	5/12/2021
LAKELAND OFFICE SYSTEMS	APRIL COPIER MAINTENANCE	183.66	68753	5/12/2021
LOCKE SUPPLY	SUPPLIES	109.80	68754	5/12/2021
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	326.21	68755	5/12/2021
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,525.57	68756	5/12/2021
MIDWEST COMPUTER SALES	UPGRADE	5,419.95	68757	5/12/2021
NATIONAL SIGN COMPANY INC	STOP SIGNS	339.21	68758	5/12/2021
NDB NEODESHA	INS INSTALLMENT 2 OF 6	25,152.00	68761	5/12/2021
NEODESHA DERRICK	PUBLICATIONS	646.00	68762	5/12/2021
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	3,030.09	68763	5/12/2021
PORTER DRUG STORE	SUPPLIES	69.28	68764	5/12/2021
PRAIRIE FIRE COFFEE	COFFEE SERVICE	104.38	68765	5/12/2021
RAILROAD MANAGEMENT CO III,LLC	POWER LINE ENCROACHMENT	1,852.97	68766	5/12/2021
REYNOLDS PLUMBING & ELECTRIC	WATER LINE REPAIR @ 308 OAK	200.00	68767	5/12/2021
ROMANS OUTDOOR POWER	BUSH HOG PARTS	1,714.20	68768	5/12/2021
RURAL WATER DISTRICT 4	AIRPORT/RURAL WATER	28.60	68769	5/12/2021
SE KS ASSOC OF FIRE CHIEFS	2021 MEMBERSHIP DUES	75.00	68770	5/12/2021
SE KS REGION PLANNING COMM	USDA PRE-APP SUBMISSION	100.00	68771	5/12/2021
SEK COOP INC	FINANCE CHARGE	13.54	68772	5/12/2021
SOCKET TELECOMM LLC	PHONE CHARGES	316.50	68773	5/12/2021
SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	397.93	68774	5/12/2021
STANION WHOLESALE ELECTRIC	SERVICE CHARGE	56.24	68775	5/12/2021
STARBUCK TRUCKING LLC	TRANSFORMER TRANSPORT & SET UP	1,100.00	68776	5/12/2021
T & R ELECTRIC INC	PAD MOUNT	31,552.00	68777	5/12/2021
THOMPSON BROTHERS SUPPLY INC	O2/CYLINDER LEASE	120.40	68778	5/12/2021
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	1,361.07	68779	5/12/2021
UNIFIRST CORPORATION	UNIFORM SERVICE	2,117.05	68780	5/12/2021
US CELLULAR	CELL PHONE CHARGES	355.02	68781	5/12/2021
WALMART COMMUNITY BRC	POOL SUPPLIES	190.02	68782	5/12/2021
EVERGY	STREET LIGHTS @ OTTAWA	107.27	68783	5/12/2021
WESTERN AUTO	SUPPLIES	294.09	68784	5/12/2021
WILSON COUNTY CITIZEN	CLASSIFIED ADS	158.17	68785	5/12/2021

WILSON COUNTY SHERIFFS DEPT	JAIL KEEP	150.00	68786	5/12/2021
WILSON MEDICAL CENTER	APRIL TAX DISTRIBUTION	24,329.44	68787	5/12/2021
ZOLL MEDICAL CORPORATION GPO	THERMAL PAPER	49.44	68788	5/12/2021
SHAWN PETTY	PAYROLL CHECK	1,217.91	68499	4/6/2021
CASH	EMPLOYEE BIRTHDAYS	40.00	68500	4/6/2021
NEBRASKA DVM	DRIVING RECORD	3.00	68567	4/28/2021
SOUTHERN STAR CENTRAL GAS PIPELINE	MARCH BILLING	21,480.10	68568	4/28/2021
RURAL WATER DISTRICT 4	AIRPORT/RURAL WATER	8.60	68569	4/28/2021
EVERGY	AIRPORT RUNWAY LIGHTS	116.86	68570	4/28/2021
EVERGY	STREET LIGHTS @ OTTAWA	106.65	68571	4/28/2021
JERI HAMMERSCHMIDT	REIMBURSE SANITIZER MACHINE	256.35	68572	4/28/2021
US CELLULAR	CELL PHONE CHARGES	358.14	68573	4/28/2021
SPARKLIGHT	INTERNET SERVICE-CITY HALL	169.78	68574	4/28/2021
SPARKLIGHT	INTERNET SERVICE-ELECTRIC	136.39	68575	4/28/2021
VISA	MEMBERSHIP DUES & PD TRAINING	4,073.21	68576	4/28/2021
MIDWEST COMPUTER SALES	IT SERVICES	360.00	68577	4/28/2021
CASH	EMPLOYEE BIRTHDAYS	30.00	68682	4/30/2021
EVERGY	AIRPORT RUNWAY LIGHTS	127.78	68683	4/30/2021
EQUITY BANK	APRIL SAFE GC	119.80	68684	4/30/2021
WEX BANK	FUEL PURCHASES	7,326.41	68685	4/30/2021
WILSON COUNTY TREASURER	2ND HALF PROPERTY TAXES	752.18	68686	4/30/2021
GET FIT WELLNESS CENTER	MARCH MEMBERSHIP DUES	162.50	68687	4/30/2021
US POST OFFICE	APRIL UTILITY BILLING	321.54	68688	4/30/2021
****TOTAL****		211,641.72		

May 12, 2021

Vendor	Invoice No	Check No	Amount	Description
Tri-Star Utilities	PR 4	1235	259,421.39	Construction
GRAND TOTAL			<u>259,421.39</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk



EJCDC® C-620 Contractor's Application for Payment
 2013 National Society of Professional Engineers for EJCDC

Contractor's Application for Payment No.

4

Application Period: 3/4/2021 - 4/29/2021		Application Date: 4/29/2021
To (Owner): City of Neodesha	From (Contractor): Tri-Star Utilities, Inc	Via (Engineer): PEC
Project: Neodesha LS & SS Improvements - West Granby Business Park & Wilson Medical Center		Contract:
Owner's Contract No	Contractor's Project No: 269SKS	Engineer's Project No

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$1,351,040.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	
			3. Current Contract Price (Line 1 + 2).....	\$	\$1,351,040.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	\$1,010,635.00
			5. RETAINAGE:		
			a. 5% X \$1,010,635.00 Work Completed.....	\$	\$50,531.75
			b. 5% X Stored Material.....	\$	
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$50,531.75
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$960,103.25
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$700,681.86
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$259,421.39
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	\$390,936.75
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

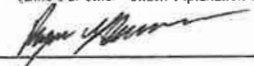
Contractor Signature

By:

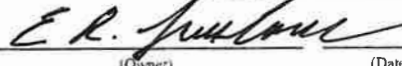
Date:

4/29/2021

Payment of: \$ 259,421.39
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  5/3/2021
 (Engineer) (Date)

Payment of: \$ 259,421.39
 (Line 8 or other - attach explanation of the other amount)

is approved by: 
 (Owner) (Date)

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

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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CITY OF NEODESHA, KANSAS

PROCLAMATION

National Police Week 2021

Whereas, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

Whereas, the members of the law enforcement agency of the City of Neodesha play an essential role in safeguarding the rights and freedoms of Neodesha; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the law enforcement agency of the City of Neodesha unceasingly provide a vital public service;

Now, therefore, I, Devin Johnson, Mayor of the City of Neodesha, call upon all citizens of Neodesha and upon all patriotic, civic and educational organizations to observe the week of May 9 - 15, 2021, as National Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Neodesha to observe Saturday, May 15, 2021, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Neodesha to be affixed this 12th day of May, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA, KANSAS

PROCLAMATION

Emergency Medical Services Week 2021

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, I Devin Johnson, Mayor of the City of Neodesha, Kansas, in recognition of this event do hereby proclaim the week of May 16 - 22, 2021, as:

EMERGENCY MEDICAL SERVICES WEEK

With the EMS Strong theme, ***THIS IS EMS: Caring for Our Communities***, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Neodesha to be affixed this 12th day of May, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

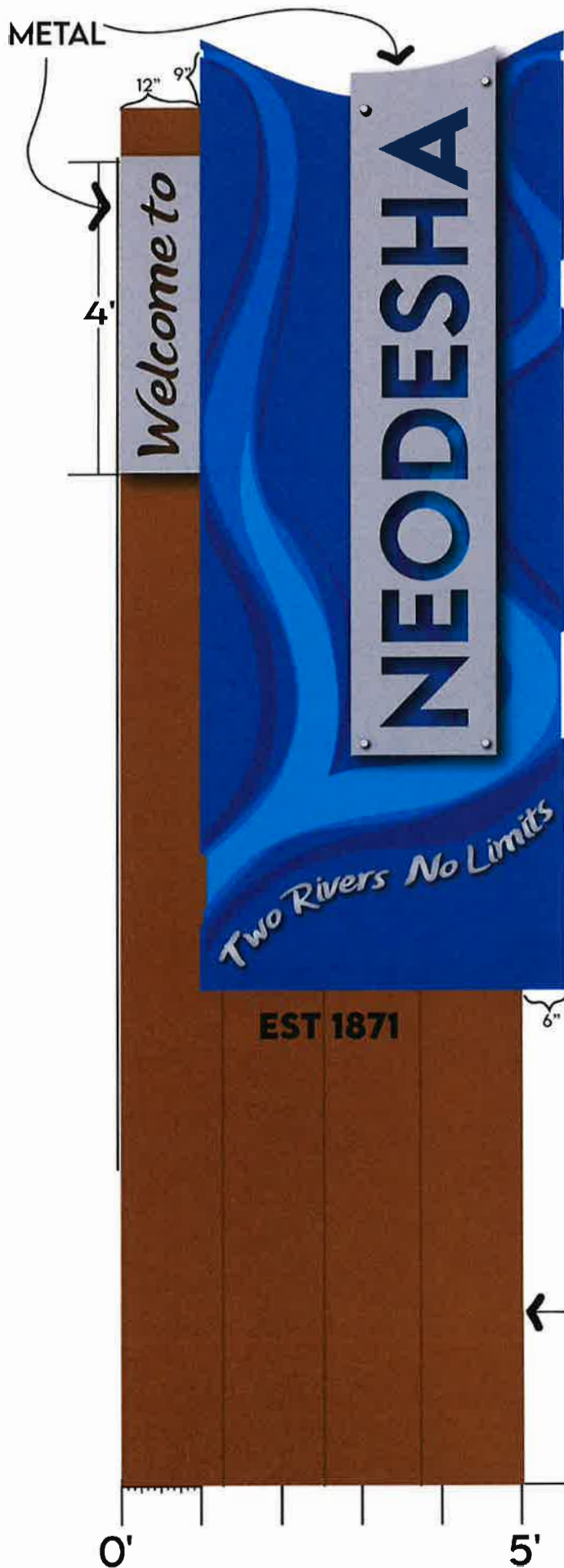
Welcome to

NEODESHA

Two Rivers No Limits

EST 1871



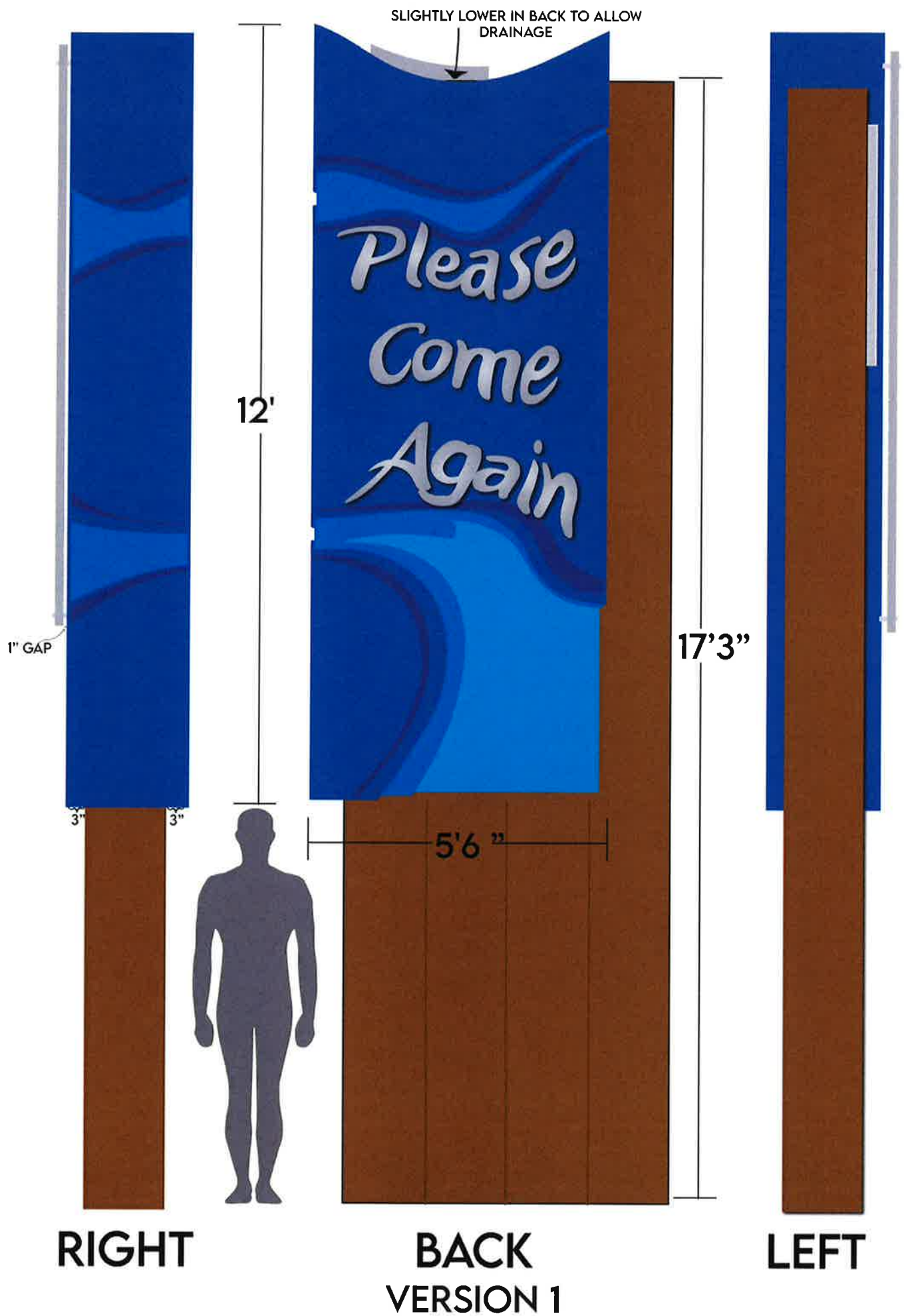


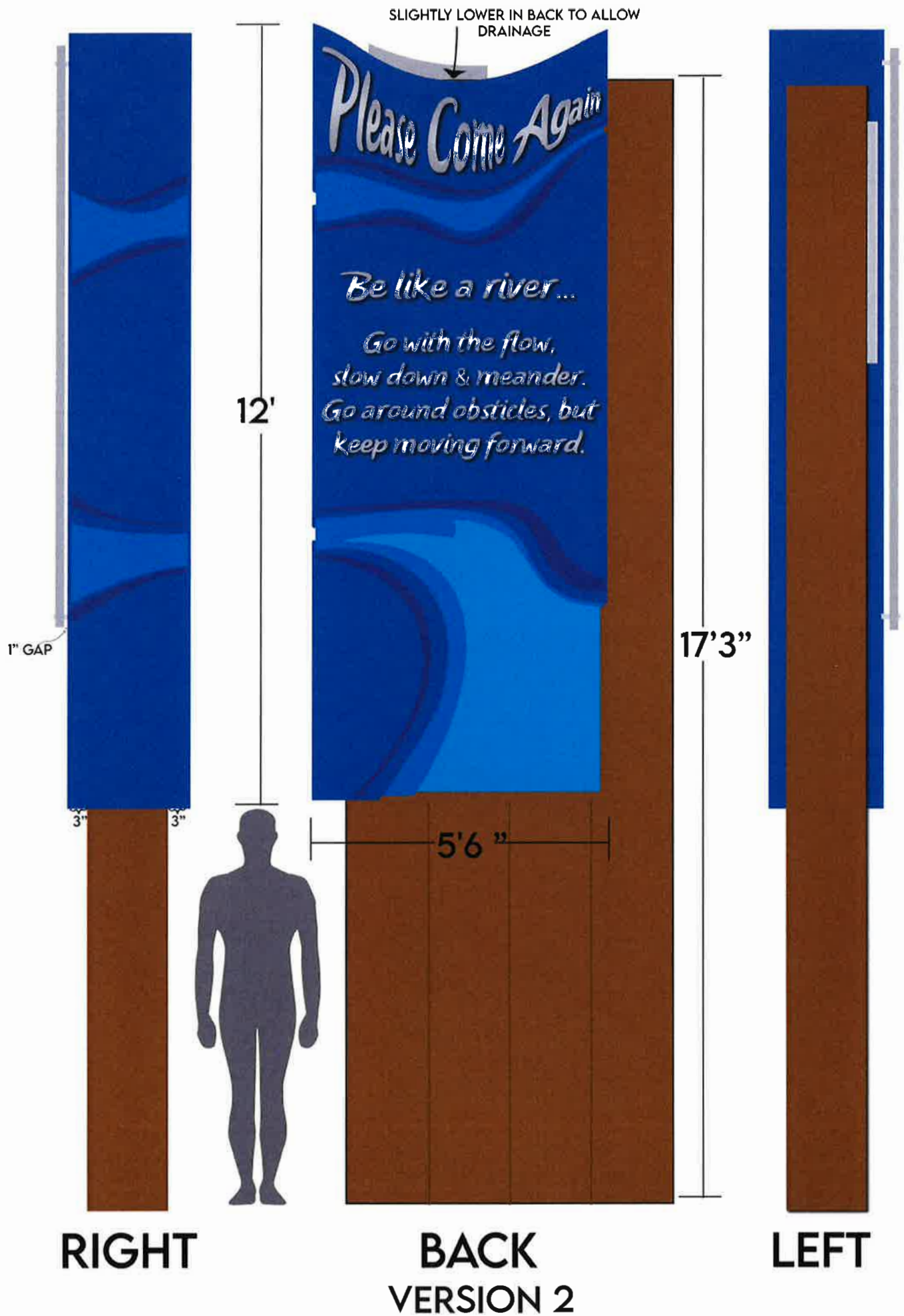
FONTS USED:
NiseBuschGardens
LEMON MILK MEDIUM

2 LIGHTER BLUES ARE INSET .
DARKER BLUE IS RAISED.



FRONT

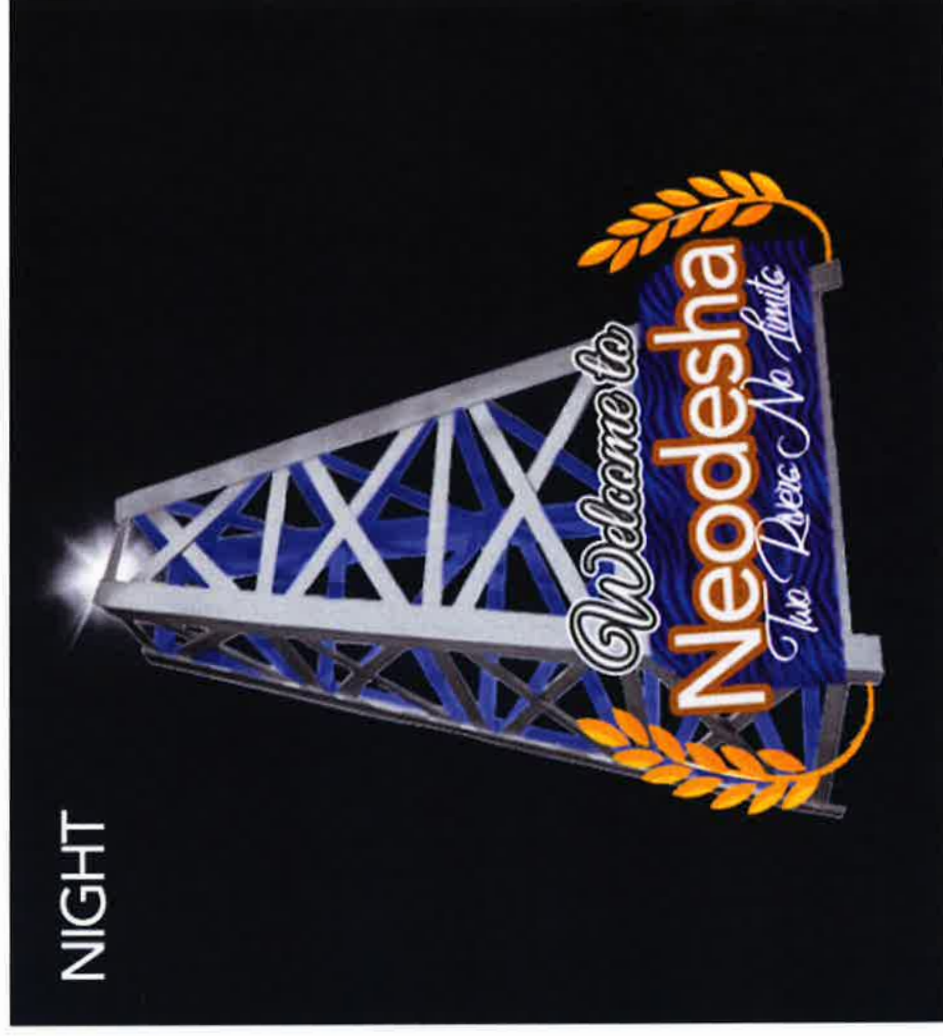


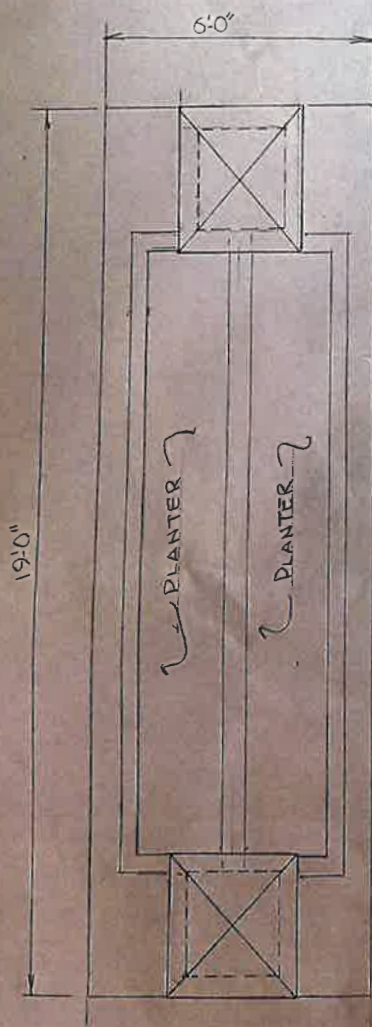


DAY

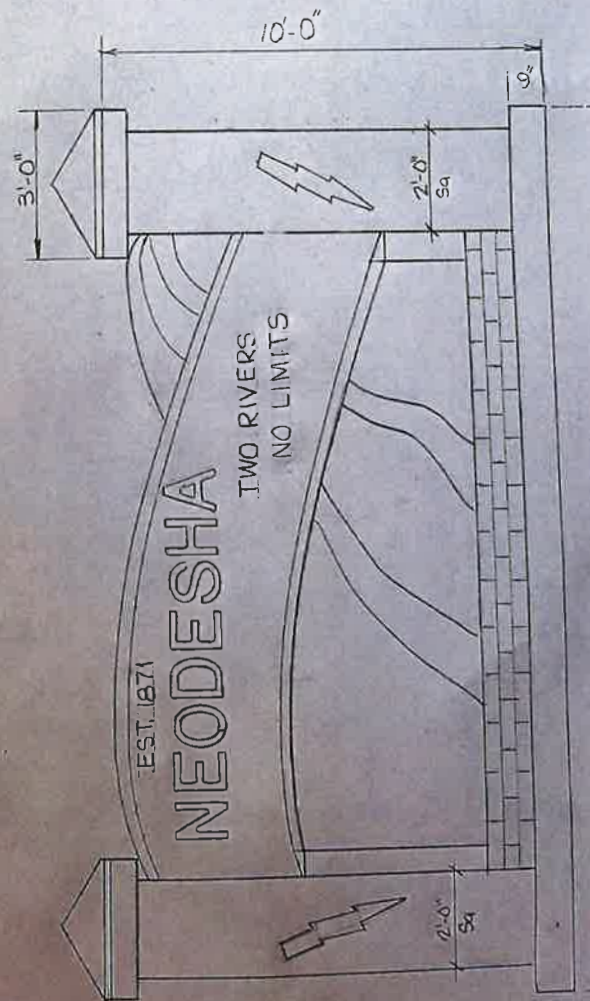
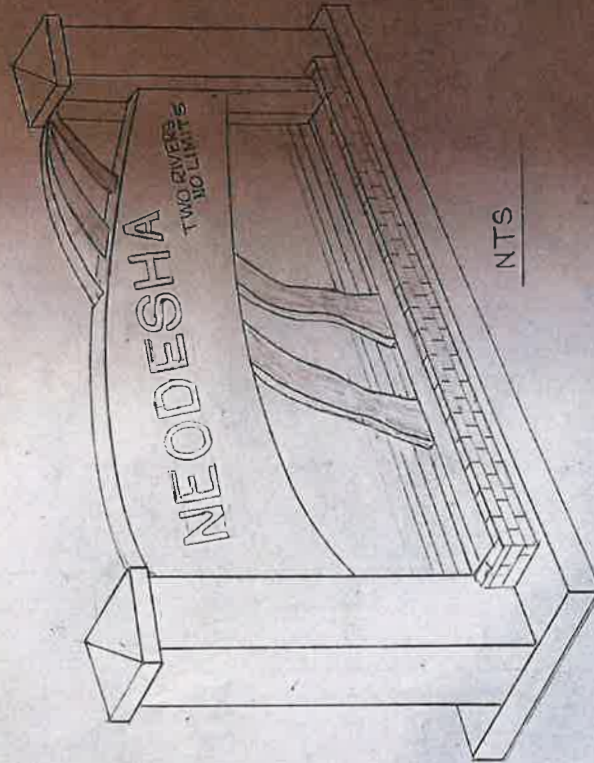


NIGHT





PLAN VIEW
1/2" = 1'-0"



NEODESHA ENTRANCE SIGN 2021

DESIGN BY: ERICA SCHLEGEL 2021

SCALE
1/2" = 1'-0"

DRAWN BY
M. GIDNEY

SUBMITTED
MAY 8
2021

our &
remain

SOLAR ORIGATION AGREEMENT

This Solar Origination Agreement ("Agreement") effective as of May 12, 2021 (the "Effective Date") between POW Solar LLC ("Developer") and City of Neodesha, Kansas, a municipality organized under the laws of Kansas ("Client") (individually "Party" and collectively "Parties") provides the framework under which Developer will originate, plan, develop, and finance solar projects for the benefit of Client. It does not represent a binding offer or commitment for any Project (as defined below) from either Party or any of their affiliates, agents, or assignees, unless and until, the Parties sign a Project Approval Notice ("PAN"), as defined below, at which time the terms and conditions shall apply to the Project defined in the PAN and shall be binding on both Parties under this Agreement and under the Definitive Agreements, as applicable and once negotiated and executed. Any participation in a Project created under this Agreement would be subject to, among other things, satisfactory due diligence, receipt of all necessary approvals, and negotiation and execution of Definitive Agreements (defined below), all satisfactory to each Party in its sole discretion.

The Parties agree as follows:

Developer	POW Solar LLC, a Texas Limited Liability Company
Client	<u>City of Neodesha, Kansas</u> , or its affiliates
Facilities	This Agreement applies to sites and facilities located within <u>Wilson County, Kansas</u> that are owned by or leased by Client ("Facility" or "Facilities").
Purpose	<p>The purpose of this Agreement is to analyze Facilities for their potential for development of solar power projects ("Project" or "Projects"), and then to originate, develop, and construct one or more Projects for the benefit of Client.</p> <p>Parties will take advantage of tax credits, grants, loans, financial structures, and other programs available to renewable power projects, to develop Projects that save money for the Client ("Savings"). Savings may be realized at Project Financial Close, over time through reduced electric power costs, additional capacity value and/or in by providing other value, such as resiliency or sustainability.</p>
Exclusivity Period	<p>Upon execution of this Agreement, Client grants the Developer an exclusivity period of one hundred eighty (180) days from the Effective Date ("Exclusivity Period") to define and propose specific terms for Projects and Facilities listed in Exhibit A. ("Exclusive Projects") Client will not enter into any agreement with any other party relating to any of the Exclusive Projects during the Exclusivity Period, without the consent of Developer. Additional Projects and Facilities may be added to Exhibit A by mutual consent of the Parties.</p> <p>The Exclusivity Period will be extended for Approved Projects by twelve (12) months after the Project Approval Notice execution date ("PAN Execution Date"), which will be the date of execution of the PAN as provided in Exhibit B signed by both Parties.</p> <p>Client will use the following process to approve Projects and extend the Exclusivity Period:</p> <ul style="list-style-type: none">• Developer will work with the City Manager and Power Manager to define Projects ("Proposed Projects" as described in "Origination Process" below)• City Manager will present Proposed Projects to the City Council for consideration

	<ul style="list-style-type: none"> City Council, at its sole discretion, may approve a Project with the Project Approval Notice in Exhibit B
Alternate Vendors	Client may introduce other vendors to Developer for participation in specific Projects. Developer will evaluate proposals from other entities who engage in other aspects of solar project development or construction ("Alternate Vendors") in good faith consideration of the benefit to Client and will explain the benefits and risks of such proposals to Client. The Alternate Vendor may be included in a Project by mutual consent of the Parties. Inclusion of alternate vendors may result in Alternate Compensation, as defined below for Developer.
Term	The term of this Agreement shall be one (1) year, or until such time as the last Approved Project covered by the Agreement and any Definitive Agreements are completed or otherwise terminated by mutual consent of the Parties.
Origination Process	<p>The solar origination process is defined as follows:</p> <ol style="list-style-type: none"> (1) Client will deliver information on electric usage, rates, and facility physical characteristics to Developer, and arrange meetings with appropriate personnel at Facilities under consideration for Projects listed on Exhibit A, as may be amended from time to time. (2) Developer will define and propose a Project to Client for a Facility listed on Exhibit A. Upon delivery of the proposal ("Project Feasibility Study") to Client, Project becomes a "Proposed Project" under this Agreement. (3) Client, at its sole discretion, may approve a Project with a Project Approval Notice ("PAN"), substantially in the form of Exhibit B. Upon execution and delivery of the PAN, Project becomes an "Approved Project" under this Agreement. (4) Developer will develop the Approved Project for the benefit of Client, form a legal entity for the Project, e.g. a Texas Limited Liability Company, ("Project Entity") and draft Definitive Agreements. Developer will be the initial owner of the Project Entity ("Project Owner"). (5) Client, at its sole discretion and subject to due diligence and internal approvals, will review, negotiate, and execute applicable Definitive Agreements. (6) Under the terms of the Definitive Agreements, Developer will complete or cause to be completed all actions needed to bring the Project to successful operation, including development, finance, procurement and construction
Developer Exclusivity	If Client does not approve a Proposed Project, then Developer shall retain ownership of the Project Feasibility Study work product. In addition, for a period of twelve (12) months, Client may not proceed with the Proposed Project with any party other than Developer, without Developer's written consent, which it may grant in its sole discretion
Definitive Agreements	<p>As shown in Exhibit C, each Project Entity will execute the following contracts ("Definitive Agreements") with the counterparty indicated beside each agreement listed below. Not all contracts listed below will apply to each Project, and some Projects may require other contracts to complete development.</p> <ul style="list-style-type: none"> Site Lease – with surface owner Shared Surface Use – if mineral rights owner is different from surface owner Interconnection – with utility and/or Client Power Purchase Agreement ("PPA") – with power buyer or Client Property Tax Abatement – with local tax authority Engineering, Procurement, and Construction ("EPC") – with general contractor Operations & Maintenance ("O&M") – with post-operations site manager Project Financing:

	<ul style="list-style-type: none"> ▪ Tax Equity – with counterparty who receives Project tax benefits ▪ Sponsor Equity – with long-term owner of project ▪ Project Debt – with provider of non-recourse term loan ▪ Construction Debt – with provider of construction period loan <p>For all Projects in this Agreement, Client will be the counterparty to one or more of the Definitive Agreements, typically the Site Lease, PPA, and/or Tax Equity.</p>
Developed Project	An Approved Project will be deemed a “Developed Project” when it has executed all the Definitive Agreements that are required for that Project by the Project Financing counterparties at Financial Close.
Project Financing	Projects may require third-party non-recourse project finance in order that Client will not be required to provide capital to finance the Project. Developer will be responsible for seeking to arrange financing of a Project from banking and investor relationships established by Developer.
Tax Equity	Projects will be eligible for federal and potentially state income tax credits and accelerated depreciation tax benefits. Together, these benefits primarily go to the “Tax Equity” investor during the term of Project Financing.
Financial Close	The date when Definitive Agreements related to Project Financing are executed. This typically occurs on or near the construction Notice to Proceed (“NTP”) date.
Renewable Energy Certificates	Projects will generate one (1) Solar Renewable Energy Certificates (“SREC”) per megawatt hour (“MWh”) of electricity generated. Projects will register SRECs with the appropriate state or regional body and transfer all SRECs generated by the Project to Client as provided in one of the Definitive Agreements (typically, PPA or Tax Equity) for the term of that Definitive Agreement. Client may then retire these SRECs and take credit for the environmental benefits as part of their sustainability programs or for other purposes.
Vendor Relationships; Vendor Bids	<p>Developer has multiple long-standing prior relationships with solar equipment and service providers. Developer will leverage these relationships to find the best vendors and highest value to each Project. In cases where Developer has preferred agreements with any vendor considered for award in a Project, this relationship will be disclosed to Client and any value from that relationship (e.g. preferred pricing, rebates, etc.) will be transferred to the Project, to the extent possible and agreeable to by the vendor.</p> <p>For most Projects, Developer will receive a minimum of three (3) bids from qualified vendors for the major Project contracts (EPC, O&M, Project Financing). Client may request to review these bids and understand the reason for award of any major Project contract, or the reason Developer evaluated fewer than three (3) bids (if applicable).</p>
Developer Fee	Developer Fee is defined as the Project Owner’s profit at Financial Close from each Project.
Project Cost	The total cost of the Project, including the Developer Fee, as determined by the Developer and long-term owner (“Sponsor Equity”) investor at Financial Close and validated by the standard cost segregation analysis performed during the Investment Tax Credit Appraisal (“ITC Appraisal”). The ITC Appraisal will be performed by an industry-recognized qualified and independent appraiser following the guidelines of the Internal Revenue Service and industry best practices.
Developer Compensation; Distributions and Net Proceeds	<p>The Developer Fee received from each Developed Project at Financial Close will be distributed in two tranches as follows:</p> <p>(1) Developer will receive 100% of the Developer Fee from each Project, up to 10% of the Project Cost.</p>

	<p>(2) The balance, if any, of the Developer Fee above 10% of the Project Cost will be distributed as:</p> <ul style="list-style-type: none"> • 20% to Developer • 80% to Client <p>For example, if the Project Cost is \$100,000 and of that amount the Developer Fee is \$20,000, then the Developer Fee will be distributed as \$12,000 to Developer (\$10,000 under tranche 1 and \$2,000 under tranche 2) and \$8,000 to Client (under tranche 2).</p> <p>The total amount distributed to Developer is defined as "Net Proceeds".</p>
Alternate Compensation	<p>Some Projects may require an alternate structure for Developer Compensation in order to maximize the benefit to Client. In these cases, the Developer will propose in the PAN form an alternate compensation structure, which will be substantially equivalent to the Net Proceeds from Developer Compensation ("Alternate Compensation"). For example, the Developer may receive a residual fee per MWh in a power contract, or a flat success fee when working with an Alternate Vendor. Alternate Compensation, if any, will be discussed on a Project-specific basis prior to executing the PAN, and will be agreed upon by mutual consent of the Parties.</p>
Non-Inclusive; Non-Binding for Projects	<p>This Agreement does not contain all matters upon which agreement must be reached in order for any Definitive Agreement to be completed. A binding commitment with respect to any Project can only result from the execution and delivery of the Definitive Agreements.</p>
Governing Law; Jurisdiction; Venue	<p>This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas without giving effect to the choice of law principles thereof, provision or rule (whether of the State of Kansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Kansas. The Parties agree that any claim or controversy be settled by arbitration in Kansas City in accordance with the American Arbitration Association Commercial Arbitration Provisions.</p>
Non-circumvention	<p>Without the specific written permission of the other Party, each Party agrees not to (a) by-pass, compete, avoid, circumvent, or attempt to circumvent the other Party relative to rights under this Agreement or any Net Proceeds or any benefits deriving from a Project Entity, or (b) pursue any separate business opportunities with such parties without the other Party, or (c) actually or to attempt to by-pass, compete, avoid, or circumvent the other Party relative to the relevant business opportunity or a Project Entity. Each Party also agrees not to make use of a third party to circumvent this clause, including through any agents or distributors.</p>
Confidentiality	<p>The Parties shall hold all information, whether oral, written, electronic or otherwise, that each receives from the other (collectively, "Confidential Information") in strict confidence, and use at least the same degree of care as it uses with respect to its own confidential information to prevent the disclosure of such Confidential Information. The Parties shall not disclose the Confidential Information to any person or entity except as necessary to perform obligations described in this Agreement or as required by law. The Parties shall not provide such Confidential Information to any such person or entity until such person or entity agrees to abide by the terms of this Section. The Parties further acknowledge that any disclosure of Confidential Information required by law or under Sections 45-215 through 45-223 of the Kansas Statutes Annotated is not prohibited under the terms of this Section and will not be considered a breach of the agreement between the Parties.</p>

[Signature page follows.]

This Agreement and its terms and conditions are acceptable and reflect your understanding with respect to the matters referred to herein and are in force and effect as of the Effective Date.

POW Solar LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Neodesha, Kansas

By: _____

Name: Devin Johnson

Title: Mayor

Date: 05/12/2021

EXHIBIT A

LIST OF PROJECTS AND FACILITIES DESIGNATED UNDER THIS AGREEMENT

Project Grouping	Facilities
City Solar Plant	<p>Approx. 25-35 acres in or near the City of Neodesha, site to be determined. Preliminary designs have looked at the former Neodesha Refinery Site on Granby Avenue and Million Dollar Highway, or the Neodesha Municipal Airport</p> <p>Baseline Project:</p> <ul style="list-style-type: none">• PV Solar• 4 MW_{AC}• 5.2 MW_{DC}• Single-Axis Tracker• 8,450 MWh/year (Year 1)
City Buildings	On-premise solar and backup batteries at key infrastructure buildings within the City limits

EXHIBIT B

PROJECT APPROVAL NOTICE

Client and Developer execute this Project Approval Notice ("PAN") that both parties agree to bind each other to the terms and condition of the Solar Origination Agreement between POW Solar LLC and the City of Neodesha, Kansas effective May 12, 2021 ("Solar Origination Agreement") and to proceed toward developing Definitive Agreements with respect to the Project identified below. After execution and delivery of this PAN, the Project becomes an "Approved Project" under the Solar Origination Agreement.

Project Name	
Facilities Served	
Facility Contacts	
Size (MW_{AC})	
Solar Site Location	
PPA Rate (\$/MWh)	
PPA Term (Years)	
Project Cost	
Estimated Construction NTP	
Estimated Commercial Operations Date	
Project Description	
Client Definitive Agreements	
Developer Compensation	As set forth in the section "Developer Compensation; Distributions and Net Proceeds" in the Solar Origination Agreement unless other compensation approach is provided below.
Property Description	

Attach any additional information or documents, e.g. preliminary site layouts or equipment selection.

[Signature page follows.]

This Project Approval Notice is agreed and accepted, effective as of [May 12, 2021]:

POW Solar LLC

City of Neodesha, Kansas

By: _____

By: _____

Name: _____

Name: Devin Johnson

Title: _____

Title: Mayor

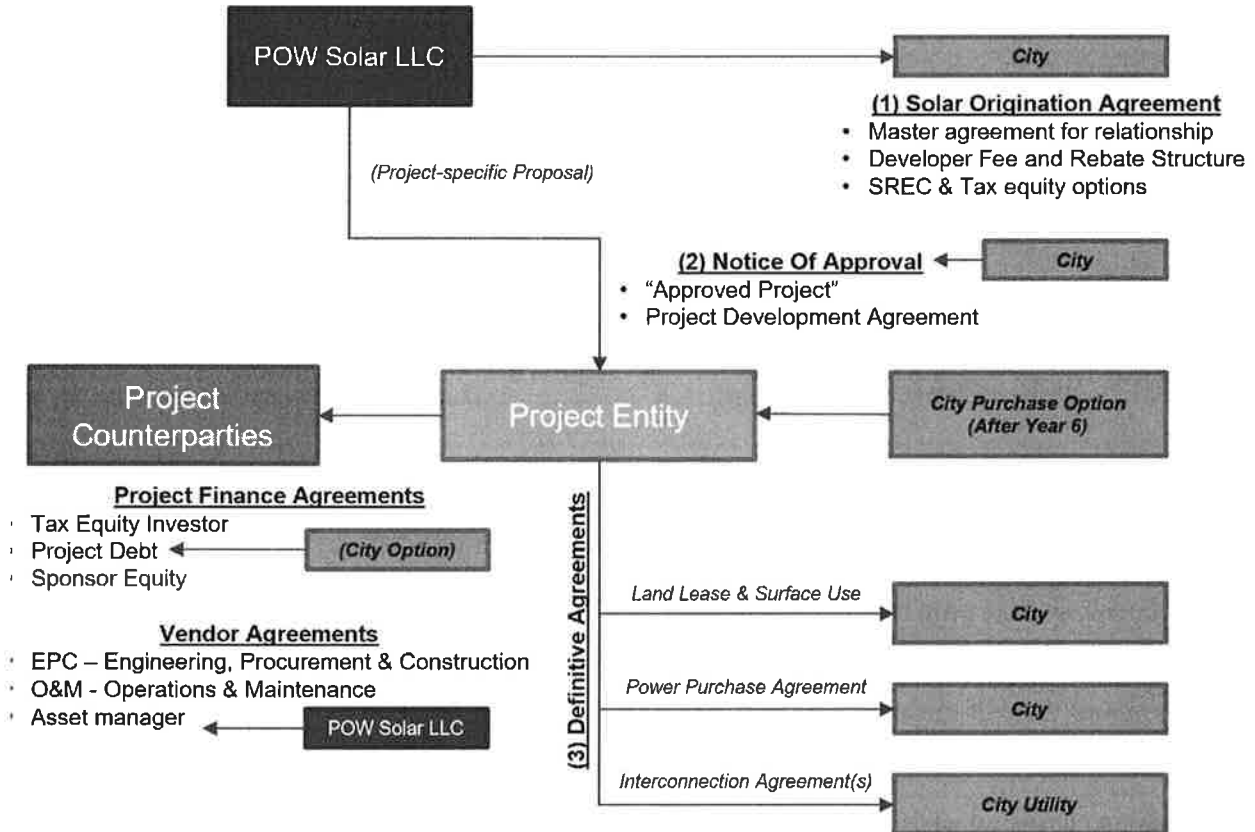
Date: _____

Date: 05/12/2021

EXHIBIT C

PROJECT ENTITY AND CONTRACTS DIAGRAM

Below is a summary of the legal entities and Definitive Agreements that will form each Project originated under this Agreement.



CITY OF NEODESHA

RESOLUTION NO. 21-12

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 911 ILLINOIS LEGAL DESCRIPTION: THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), AND THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER (W/2 E/2 NW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP THIRTY (30) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., WILSON COUNTY, KANSAS, LOTS THIRTEEN (13), FOURTEEN (14), FIFTEEN (15) AND SIXTEEN (16), BLOCK THIRTY-NINE (39), CITY OF NEODESHA, WILSON COUNTY, KANSAS, LOTS FOUR (4) AND FIVE (5), BLOCK THREE (3), JOHN W. DEER'S 9TH STREET SUBDIVISION, CITY OF NEODESHA, WILSON COUNTY, KANSAS. THE SOUTH HALF (S/2) OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT A POINT 56.95 RODS SOUTH AND 38.34 RODS EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY (30), RANGE SIXTEEN (16) EAST OF THE 6TH P.M., WILSON COUNTY, KANSAS, THENCE SOUTH 349.5 FEET, THENCE WEST 89.76 FEET, THENCE NORTH 349.5 FEET, THENCE EAST 89.76 FEET TO PLACE OF BEGINNING, SUBJECT TO THE PUBLIC HIGHWAY. THE NORTH 12.5 FEET OF LOT FOURTEEN (14) AND ALL OF LOTS FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) AND EIGHTEEN (18), BLOCK ONE (1), KIMBALL'S THIRD ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMENCING AT A POINT 94.2 RODS SOUTH AND 49.12 RODS EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY (30) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., WILSON COUNTY, KANSAS; THENCE WEST 89.76 FEET. NORTH 208 FEET EAST 89.76 FEET, SOUTH 208 FEET TO BEGINNING, LESS A STRIP 75 FEET WIDE OFF THE EAST SIDE THEREOF, ALSO COMMENCING AT A POINT 94.2 RODS SOUTH AND 43.78 RODS EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY (30) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., WILSON COUNTY, KANSAS; THENCE NORTH 238 FEET; THENCE WEST 49.76 FEET; THENCE SOUTH 238 FEET; THENCE EAST 49.76 FEET TO BEGINNING, COMMONLY KNOWN AS 923 GRANBY, NEODESHA, KANSAS, LOTS FIFTEEN (15), SIXTEEN (16) AND THE WEST 4 FEET OF LOT SEVENTEEN (17), BLOCK FIFTY-NINE (59), CITY OF NEODESHA, WILSON COUNTY, KANSAS, LOTS FOUR (4) AND FIVE (5), BLOCK TWO (2), SHUTI'S ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, LOTS FIVE (5) AND SIX (6), BLOCK FOURTEEN (14), FORD'S ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS

MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 11th day of March, 2021, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 14th day of July, 2021, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 911 Illinois may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 12th day of May, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 21-13

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 421 N 9th NEODESHA KANSAS LEGAL DESCRIPTION: LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4), BLOCK FOURTEEN (14) OF FORD'S ADDITION TO THE CITY OF NEODESHA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 11th day of March, 2021 file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 14th day of July, 2021, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 421 N 9th may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 12th day of May, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

May 4, 2021

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

RE: Project No. 19-PF-019

Dear Mr. Gale:

Attached is an executed copy of Contract Amendment No. 2 for our project. We have been trying to finish up the re-connections of the users relocated meters to their plumbing. With Covid issues still occurring, we have just a few users to finish all the connections to have a "live" system. Unfortunately, we will not be able to have everything closed out including the monitoring visit by May 14, 2021. We are requesting a 30-day extension to complete those tasks.

If you have any questions, please feel free to contact City Hall (Shari DeWitt, City Clerk) 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 #2

For budget change(s), enter each line item -- **regardless of whether budget item changed or not.**
If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
TOTALS				

The amendment shall become effective on _____, 20____. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.



Date _____

ACCESS AGREEMENT

On this 12th day of May, 2021, BP Products North America Inc., ("BP") and the City of Neodesha, as owner of City Right of Way property located in Neodesha, Kansas ("Property"), hereby agree as follows:

1. Owner grants to BP, its consulting firms, and their subcontractors ("BP's contractors") access to, and a license to use equipment on, the Property for the purpose of performing maintenance/repair and environmental sampling and monitoring activities of existing monitoring wells ("Activities"). The Activities shall be specifically limited to the well repair/maintenance activities and semi-annual groundwater sampling events. The Activities may include the collection of soil and groundwater samples. BP's contractors will provide Owner with copies of the results of any samples conducted on the property.

2. BP's contractors will conduct themselves in a business-like, professional manner and will use reasonable efforts to avoid or minimize any interruption to the business or use of the Property as a result of the Activities.

3. After the Activities on the Property are completed, BP's contractors will return the Property to substantially the same condition as prior to the Activities. BP's contractors will be responsible for the proper management, removal and disposal of all materials generated as the result of the Activities at the Property, and will ensure that any such materials are removed from the Property within a reasonable time after their generation. After the useful life of any monitoring wells installed on the Property, the wells will be properly abandoned and/or removed in accordance with Kansas Department of Health and Environment ("KDHE") standards, and the Property will be restored to substantially the same condition as before the wells were installed.

4. BP will defend, indemnify, and hold harmless Owner from third-party causes of action which arise out of the negligence of BP's contractors in their performance of the Activities on the Property.

5. BP's contractors shall have the right to permit representatives of KDHE to accompany them as appropriate during the Activities on the Property.

6. This Agreement shall expire on 12/31/21 but may be extended by mutual consent of the parties. Nothing in this Agreement shall be deemed an admission, or used as evidence, on any issue of law or fact in any dispute, proceeding or litigation.

City of Neodesha

BP Products North America Inc.

By: _____

By: 

Title: Mayor

Title: Operations Project Manager

FARM LEASE AGREEMENT – WGBP - Amended

THIS LEASE AGREEMENT, made and entered into this 12th day of May, 2021 by and between the CITY OF NEODESHA, KANSAS, a Kansas Municipal Corporation, hereinafter referred to as Lessor, and Zackery Mahaffey of 21374 200 Rd., Neodesha, Kansas, hereinafter referred to as Lessee.

WITNESSETH:

That the said Lessor, in consideration of the agreements herein contained, does hereby rent, let and lease to the said Lessee, approximately 12 acres, more or less, of the cultivated land set on the following described property in Wilson County, State of Kansas, to-wit:

Lease term shall be effective from May 12, 2021 until December 31, 2021 with an automatic annual renewal unless either side gives written notice of termination as set out in (c) below or either side breaches any of the terms hereof.

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

That the said Lessee does hereby hire the said premises for the term of as above mentioned, and does covenant and promise to pay to the said Lessor, its representatives and assigns, for rent of said premises for said terms forty dollars (\$40.00) per year per acre [\$480.00 per term]. Lessee shall pay the amended amount to Lessor of rent for the coming year upon signature of this lease by all parties, then to Lessor by January 31 of each year upon contract renewal thereafter.

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

Said Lessee further covenants and agrees:

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

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

- (a) The Lessor covenants with Lessee that Lessee shall have the peaceful and quiet enjoyment and possession of the leased premises during the term of this lease, and shall keep up the fences in as good repair as they are now, and that Lessor reserved the right of free entry upon the premises for the purpose of making repairs or improvements thereon.
- (b) It is further agreed by and between the parties hereto that the Lessee agrees to indemnify and hold harmless the Lessor against all losses, damages and expenses, including attorney fees, in consequence of death of or injury to persons whomsoever, or loss or destruction of or damage to property whatsoever and to whomsoever, caused or directly contributed to by the use or occupancy of Lessee of the said leased premises or any act or omission of the Lessee, Lessee's agent, servants, employees, or invitees, while on or about the said premises.
- (c) This lease shall automatically renew for successive one-year terms on the same terms and conditions as the original lease, unless either Lessor or Lessee notifies the other party in writing at least sixty (60) days prior to the expiration of the initial or any successive one year term that said lease will not automatically renew.
- (d) The Lessee covenants with Lessor that with the expiration of this lease he will give peaceful possession of all the premises not previously terminated or extended by reason of any crops growing thereon, to Lessor, and Lessee shall have the right to remove any crops that have not been harvested, within a

reasonable time after the 30th of November, of the year of lease termination through no fault or neglect of the Lessee.

- (e) It is mutually agreed that all the covenants, terms and conditions of this lease shall extend, apply to, and firmly bind the parties hereto, and their heirs, executors, administrator, assigns and successors of the respective parties hereto, as fully as the respective parties hereunto are themselves bound.

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

LESSOR: City of Neodesha, Kansas

By: _____

Devin Johnson, Mayor

ATTEST:

Stephanie Fyfe, City Clerk

LESSEE: Zackery Mahaffey

By: _____

Quality Motors Inc.

2022 W. Main Street
Independence, KS 67301
(620) 331-6090

INVOICE

Customer

Name City of Neodesha
Address PO. Box 336
City Neodesha State KS ZIP 66757
Phone _____

Date 4/28/2021
Order No. _____
Rep _____
FOB _____

Qty		Unit Price	TOTAL
1	2022 F-350 4X4 super cab 168"WB SRW XL (X3F)	\$35,038.68	\$35,038.68
1	5108 Service Body installed on truck	\$14,415.00	\$14,415.00
ETA 6 to 8 months ETA is not a guarantee of delivery time Plus any applicable Taxes and Fees			
Payment Details <input type="radio"/> Cash <input checked="" type="radio"/> Check <input type="radio"/> Credit Card		SubTotal	\$49,453.68
		Shipping & Handling	\$0.00
		Taxes	State
		TOTAL	\$49,453.68

Name _____
CC # _____
Expires _____

For more information contact Trevis Shearhart at 620-331-6090wk. 620-205-9990 cell

Thank You!

- dumping truck

It has been a pleasure working for the
City of Neodesha. I am turning in my resignation
effective May 21st.

Sincerely, 