

**Agenda**  
City Commission of the City of Neodesha, KS  
June 23, 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 June 9, 2021 Minutes
- Appropriation (2021) 10
- Gas Line Project Appropriation 29

Item 4: Business Items to Consider

- A. Norman No 1 Museum Update: Doug Reece
- B. Resolution: Dangerous Structures; 1504 N. 1<sup>st</sup> Street
- C. Resolution: Dangerous Structures; 1532 B Street
- D. Applicant's Feasibility Report: USDA-RD
- E. Discuss Peddlers and Canvassers Ordinance
- F. Consider Mower Purchase for Public Works
- G. Consider Lease Renewal; Mini Excavator
- H. Consider Disposition for #28 Skyline Drive
- I. Request for Sign Placement in City Right of Way

Item 5: Date/Time of Next Regular Meeting

Wednesday, July 14, 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**  
**June 23, 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: Norman No 1 Museum Update: Doug Reece**

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

**4.B: Resolution: Dangerous Structures; 1504 N. 1<sup>st</sup> Street**

The Commission is asked to consider Resolution 21-18, calling for a Public Hearing, August 11, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 1504 N. 1<sup>st</sup> Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

**RECOMMENDED MOTION:** *I move to adopt Resolution 21-18 setting a public hearing for August 11, 2021 as presented.*

**4.C: Resolution: Dangerous Structures; 1532 B Street**

The Commission is asked to consider Resolution 21-19, calling for a Public Hearing, August 11, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 1532 B Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

**RECOMMENDED MOTION:** *I move to adopt Resolution 21-19 setting a public hearing for August 11, 2021 as presented.*

**4.D: Applicant's Feasibility Report: USDA**

The Commission is asked to consider approving the Applicant's Feasibility Report, a USDA-RD form, serving as a grant request for equipment for our Police Department building project. Staff is hopeful that this grant will help with replacing office furniture and building fixtures.

**RECOMMENDED MOTION:** *I move to approve USDA-RD Applicant's Feasibility Report, and authorize the mayor to sign.*

**4.E: Discuss Peddlers and Canvassers Ordinance**

The City's current Peddlers and Canvassers Ordinance is significantly less effective than the Ordinances used by other cities. Staff will discuss possible changes for rewriting our Ordinance to be more effective.

**RECOMMENDED MOTION: N/A**

**4.F: Consider Mower Purchase for Public Works**

Public Works is asking the Commission to consider approving the purchase of one new mower for the Department. During the purchase process of a new plumbing truck, the Department purchased the truck for less money than was budgeted for the vehicle. The savings realized from the purchase of the plumbing truck can be used to purchase the mower.

**RECOMMENDED MOTION: *I move to approve the purchase of a mower from Sandbagger Golf & Turf, at a cost not to exceed \$8,500.***

**4.G: Consider Lease Renewal; Mini Excavator**

The Commission is asked to consider renewing the annual lease of a mini-excavator, for Public Works.

**RECOMMENDED MOTION: *I move to approve renewing the annual lease of a mini-excavator from John Deere, at a cost of \$7,692.***

**4.H: Consider Disposition for #28 Skyline Drive**

Staff will discuss #28 Skyline mobile home property, and ask for the Commission to provide authority for the home to be given to Mr. Raymond Goodwin.

**RECOMMENDED MOTION: *I move to approve donating the mobile home at #28 Skyline Drive to Mr. Raymond Goodwin.***

**4.I: Request for Sign Placement in City Right of Way**

Staff has been contacted by the owner of Dry Creek Saloon with a request to place a small advertising sign in the City's right of way near the Mill Street bridge.

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

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, June 9, 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 May 26, 2021 meeting; minutes from the June 7, 2021 Special Call Meeting; Appropriation (2021) 09; Raw Water Project Bond Appropriation No. 91 and Gas Line Project Appropriation No. 28. Seconded by Commissioner Moffatt. Motion carried.

This being the time and date published in the official newspaper for the hearing on the Dangerous Structures located at 521 Mill, the public hearing was opened. The homeowner's son, Jacob Taylor, was present to discuss the property situation on her behalf with the Governing Body. Discussion held. Then the hearing was closed.

#### **RESOLUTION NO. 21-17**

**A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON LEGAL DESCRIPTION: NORTH 133 FEET OF LOTS 1&2, BLOCK 82, SECTION TWENTY (20), TOWNSHIP THIRTY (30), RANGE SIXTEEN (16) LESS THE SOUTH FORTY-FIVE (45) OF THE NORTH ONE HUNDRED THIRTY-THREE (133) FEET, COMMONLY KNOWN AS 521 MILL, NEODESHA, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.**

**WHEREAS**, the Enforcing Officer of the City of Neodesha, Kansas did on the 24th day of February, 2021 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

**WHEREAS**, the governing body did by Resolution dated the 14th day of April, 2021, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

**WHEREAS**, such Resolution was published in the official city paper on the 22nd day of April, 2021, and on the 29th day of April, 2021, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

**WHEREAS**, on this 9th day of June, 2021, the governing body has heard all evidence submitted by the enforcing officer of the City, the owners, agents, lienholders and occupants of such structure (having appeared or having failed to appear);

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA:** THAT said governing body hereby finds that the structure located on Legal Description: **NORTH 133 FEET OF LOTS 1&2, BLOCK 82, SECTION TWENTY (20), TOWNSHIP THIRTY (30), RANGE SIXTEEN (16) LESS THE SOUTH FORTY-FIVE (45) OF THE NORTH ONE HUNDRED THIRTY-THREE (133) FEET, commonly known as 521 MILL** Neodesha, Kansas, is unsafe and dangerous and hereby directs such structure to be removed and the premises made safe and secure. The owner of such structure is hereby given **30** days from the date of publication of this Resolution within which to commence the removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

**BE IT FURTHER RESOLVED**, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

Commissioner Moffatt moved to approve Resolution 21-17 declaring the property located at 521 Mill as unsafe and dangerous, and allow the property owner 30 days to repair or remove the structures and make the property safe and secure. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission to convene as the Neodesha Land Bank to reconsider the sale of two land bank parcels that were approved for sale to Barbara DiBitetto at the May 26, 2021 meeting. Ms. DiBitetto has offered a counteroffer.

*(continued on next page)*

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

Commissioner Moffatt moved to approve the sale of R8133 and R8134 (Elm Street), to Barbara DiBitetto for the sale price of \$1,700. 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.

Administrator Truelove addressed the Commission regarding an SKO Railroad Letter of Good Faith. Staff was contacted by Omega Rail Management, representing SKO Railroad, with a request that the Mayor sign a letter of good faith, stating that the City will work with the railroad in "Good Faith" to identify any rail encroachments for which no agreement, and rental fees, are in place. Information received provides that the railroad normally does not issue a permit unless all encroachments are documented. The letter from Omega indicates that they will release our sewer line permit if we sign the good faith letter. Discussion held.

Commissioner Moffatt moved to approve the Omega Railroad Management good faith letter, and authorize the Mayor to sign. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the Tennis Court Resurfacing Bid that was awarded to Mid-American Courtworks at the May 26, 2021 meeting. Due to a clerical error, another contractor received a bid notice with an incorrect bid date. That contractor did meet the bid date on the bid notice they received. Therefore, the Commission is being asked to consider the 2<sup>nd</sup> bid from McConnell & Associates. Discussion held. No action is required as the bid from Mid-American Courtworks had been previously approved.

Administrator Truelove addressed the Commission regarding a request from representatives from SICUT to consider allowing them to place a stormwater retention pond in the West Granby Business Park. Discussion held. No action taken.

The Governing Body welcomed Tim Leitnaker, American Response Vehicles, for a presentation and demonstration of a new ambulance. Fire Chief Landon Woodward was also present to answer questions.

Commissioner Moffatt moved to recess the meeting until 3:15 p.m. for the presentation and viewing of the ambulance in the City Hall parking lot. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording paused.

At 3:15 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken. The live streamed Zoom meeting then resumed with audio, video and recording.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, June 23, 2021 at 2:00 p.m.

At 3:16 p.m. Commissioner Nichol moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

# APPROPRIATIONS REPORT

<b>ORDINANCE NO 10</b>	<b>6/23/2021</b>
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<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	1,206.86	68920	6/23/2021
A T & T	PHONE CHARGES	210.09	68921	6/23/2021
ADVANCE INSURANCE COMPANY	JULY PREMIUMS	427.27	68923	6/23/2021
ARLAN COMPANY INC	RESCUE TUBES & UMBRELLAS	448.72	68924	6/23/2021
BLUBOOTHS	UNIFORMS-C HEARN	361.19	68925	6/23/2021
CALLTOWER	PHONE CHARGES	320.75	68926	6/23/2021
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	743.45	68927	6/23/2021
CARTER WATERS	COLD PATCH	2,026.56	68928	6/23/2021
D & D AUTO REPAIR & ALIGNMENT	OIL CHANGE-PD	42.95	68929	6/23/2021
DANA SAFETY SUPPLY, INC	LIGHT BAR/SIREN/SPEAKER	3,090.00	68930	6/23/2021
DELL MARKETING LP	LAPTOP-COMMISSION ROOM	875.78	68931	6/23/2021
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 7/21	50.00	68932	6/23/2021
F ALLEN MOORHEAD, JR, MD	PRE-EMPLOYMENT PHYSICAL	258.00	68933	6/23/2021
FED EX	SHIPPING CHARGES	31.97	68934	6/23/2021
FIREX, INC	EXTINGUISHER INSPECTION	1,209.00	68935	6/23/2021
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	459.21	68936	6/23/2021
G & W FOODS	CONCESSIONS/WATER/SPC CALL MTG	218.39	68937	6/23/2021
GERKEN RENT-ALL	SANITATION UNITS	352.00	68938	6/23/2021
GWORKS	GAS METER CHANGE OUT SOFTWARE	1,000.00	68939	6/23/2021
HACH COMPANY	LAB SUPPLIES	410.44	68940	6/23/2021
HAWKINS INC	CHEMICALS	805.20	68941	6/23/2021
IMAGE TREND INC	ELITE EMS FIELD SITE LICENSE	927.42	68942	6/23/2021
INDEPENDENCE DAILY REPORTER	PUBLICATIONS	637.65	68943	6/23/2021
KANSAS STATE TREASURER	REINSTATEMENT FEES	6,313.63	68944	6/23/2021
LANDIS+GYR TECHNOLOGY INC	GAS MODULES	103,500.00	68945	6/23/2021
ALAUURA MARTIN	REFUND FOR UTILITIES	410.53	68946	6/23/2021
MELS PRINTING	BUSINESS CARDS	28.95	68947	6/23/2021
MID-AMERICAN RESEARCH CHEMICAL	INSECT REPEL/WASP-HORNET SPRAY	290.58	68948	6/23/2021
MIDWEST COMPUTER SALES	ONLINE BACKUP/NEW USER SETUP	189.95	68949	6/23/2021

BANK OF AMERICA	ROCK	446.78	68950	6/23/2021
NATIONAL SIGN COMPANY INC	U-CHANNEL POSTS	409.94	68951	6/23/2021
NDB NEODESHA	INS INSTALLMENT 3 OF 6	25,152.00	68954	6/23/2021
NEODESHA DERRICK	USDA GRANT PUBLIC HEARING AD	55.00	68955	6/23/2021
PENMAC PERSONNEL SERVICES INC	TEMP PERSONNEL SERVICE	3,365.50	68956	6/23/2021
PITNEY BOWES	POSTAGE FOR METER	1.16	68957	6/23/2021
PITNEY BOWES	POSTAGE MACHINE LEASE	757.74	68958	6/23/2021
ROYAL T CONSTRUCTION	ROOF REPAIR-ELECTRIC SHOP	500.00	68959	6/23/2021
SHALOM TREE SERVICE	STUMP REMOVAL	2,945.00	68960	6/23/2021
SIGN DESIGN	UNIFORMS-PW	324.00	68961	6/23/2021
SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS-PD	20.90	68962	6/23/2021
T & R ELECTRIC INC	PAD MOUNTS W/TAPS	3,780.00	68963	6/23/2021
TRI VALLEY DEVELOPMENTAL SERV	POOL CONCESSIONS	1,318.54	68964	6/23/2021
UNIFIRST CORPORATION	UNIFORM SERVICE	1,835.03	68965	6/23/2021
****TOTAL ****		167,758.13		

ACH ELECTRIC ENERGY STATEMENTS BILLED JUNE 2021		6/23/2021
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KMEA - SPA Hyrdro Project	May 2021 Service	3,896.66
KMEA - GRDA Power Supply Project	July 2021 Service	102,792.76
KMEA - Energy Mgmt Project No 3	May 2021 Service	80,077.53

**TOTAL ACH Electric Energy Statements** **186,766.95**

**CDBG/USDA GAS LINE GRANT  
APPROPRIATION 29  
June 23, 2021**

<b>Vendor</b>	<b>Invoice No</b>	<b>Check No</b>	<b>Amount</b>	<b>Description</b>
PEC Engineering	524377	1143	3,059.00	Engineering
PEC Engineering	524378	1143	27,187.68	Engineering
<b>GRAND TOTAL</b>			<b><u>30,246.68</u></b>	

Approved the day above written.

*Devin Johnson, Mayor*

**Attest**

*Stephanie Fyfe, City Clerk*



**Invoice**

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



June 21, 2021

Project No: 171291-000

Invoice No: 524377

Project 171291-000 Neodesha Gas Distribution System Improvements  
Neodesha, KS

**Professional Services through May 29, 2021**

Level 1 01 Design Services

**Fee**

Total Fee 119,900.00

Percent Complete 100.00 Total Earned 119,900.00  
Previous Fee Billing 119,900.00  
Current Fee Billing 0.00

**Total Fee 0.00**

**Total this Level 1 0.00**

Level 1 02 Bidding Services

**Fee**

Total Fee 7,700.00

Percent Complete 100.00 Total Earned 7,700.00  
Previous Fee Billing 7,700.00  
Current Fee Billing 0.00

**Total Fee 0.00**

**Total this Level 1 0.00**

Level 1 03 CA Services

**Fee**

Total Fee 43,700.00

Percent Complete 100.00 Total Earned 43,700.00  
Previous Fee Billing 40,641.00  
Current Fee Billing 3,059.00

**Total Fee 3,059.00**

**Total this Level 1 \$3,059.00**

**Total Current Invoice \$3,059.00**

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Project	171291-000	Neodesha Gas Distribution System Impvmts	Invoice	524377
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\*\*\*\*\*PLEASE NOTE\*\*\*\*\*

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

**Invoice**

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



June 21, 2021

Project No: 171291-007

Invoice No: 524378

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

**Professional Services through May 29, 2021**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Manager 2	13.00	165.00	2,145.00	
Project Engineer 2	5.00	130.00	650.00	
Project Assistant	.75	75.00	56.25	
Totals	18.75		2,851.25	
<b>Total Labor</b>				<b>2,851.25</b>

**Consultants**

Consultants - Reimbursable

5/13/2021	T/J Inspection, Inc.	Invoice P-150	4,275.00	
6/5/2021	T/J Inspection, Inc.	Invoice P-152	4,275.00	
6/5/2021	T/J Inspection, Inc.	Invoice P-151	4,275.00	
6/5/2021	T/J Inspection, Inc.	Invoice P-153	4,275.00	
6/14/2021	T/J Inspection, Inc.	Invoice P-154	5,985.00	
<b>Total Consultants</b>		<b>1.1 times</b>	<b>23,085.00</b>	<b>25,393.50</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	28,244.75	199,112.32	227,357.07	
Limit			226,300.00	
<b>Adjusted to Contract Max</b>				<b>-1,057.07</b>

**Total Current Invoice** \$27,187.68

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

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

**CITY OF NEODESHA**

**RESOLUTION NO. 21-18**

**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 1504 N 1<sup>ST</sup> LEGAL DESCRIPTION: LOTS 11 THROUGH 17 AND THE SOUTH 175 FEET OF LOTS 18 AND 19 OF BLOCK 4, VIVIAN DEER'S SUBDIVISION, 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 23rd day of JUNE, 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 11<sup>th</sup> day of August, 2021, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8<sup>th</sup>; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at **1504 N 1<sup>ST</sup>** 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 23rd day of JUNE, 2021.

ATTEST:

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**Devin Johnson, Mayor**

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**Stephanie Fyfe, City Clerk**

**CITY OF NEODESHA**

**RESOLUTION NO. 21-19**

**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 1532 B STREET LEGAL DESCRIPTION: LOTS TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19) TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), AND TWENTY THREE (23) BLOCK ONE (1), DEER AND PARK'S SUBDIVISION, BEING A PART OF THE EAST HALF (E1/2) OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST 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 23rd day of JUNE, 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 11th day of August, 2021, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8<sup>th</sup>; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1532 B STREET 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 23rd day of JUNE, 2021.

ATTEST:

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**Devin Johnson, Mayor**

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**Stephanie Fyfe, City Clerk**

## APPLICANT'S FEASIBILITY REPORT

**1. Existing Facility.** Briefly describe what facilities you currently have or how service is currently provided.

The Neodesha Police Department has been deemed dangerous and unsafe for human habitation due to black mold. At this time, the Neodesha Police Department is currently housed in a temporary storage area at City Hall. All Evidence is being stored in a shipping container on the premises. The container is not temperature controlled and the evidence is deteriorating, however we do not currently have another option for storage. Most of the office equipment is old, deteriorating and obsolete.

The Neodesha Police Department is a full service law enforcement agency comprised of seven full-time officers. The Department provides services to the City of Neodesha, Kansas, located in Wilson County, Kansas and other surrounding towns as needed. The Police Department operates 24 hours, 7 days a week. The Neodesha Police Department offers safety, assistance and education to the citizens within the community.

**2. Proposed Facility.** Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

The City of Neodesha does not have the funds to make necessary equipment purchases for the Neodesha Police Department due to the budget constraints. The Neodesha Police Department is asking for new office equipment, evidence storage and security cameras.

Office Equipment: Desk, File Cabinets, Chairs, Computers, Training Tables, TV Monitors, Promethea ActivePanel: \$45,000.00 (Approximately)

Evidence Equipment: Evidence Lockers, Shelling, Evidence Packing Station, Fingerprint Station, Evidence Cameras: \$18,000.00 (Approximately)

Security Equipment: Camera Security System \$5,000.00 (Approximately)

Total: \$68,000.00

Bids Are Enclosed

**3. Need for the Facility.** Indicate why the proposed facility is needed.

The revenue for the City of Neodesha does not sustain expenditures over and beyond the operating needs. Capital and Equipment purchases has not been possible due to this fact. The City of Neodesha has budgeted and prepared for the construction of a new facility, however with the continued inflation of the cost of materials, the current budget allotted is not sufficient and there are no funds budgeted for necessary equipment.

**4. Service Area.** Indicate what area the proposed facility will serve and, if known, the population or number of families served.

The Neodesha Police Department provides service to the City of Neodesha. There are 2,803 people, 938 households and 595 families residing in the city. The Neodesha Police Department partners with the Kansas Bureau of Investigation, Kansas Highway Patrol, & Wilson County Sheriff's office on major investigations as well.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D.C. 20250, and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D.C. 20503. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. **Cost Estimate.**

Development and construction.....	\$	
Land and rights.....		
Legal fees.....		
Architect and Engineer.....		
Equipment..... <b>Office and Evidence Equipment.</b>		63,000.00
Refinancing.....		
Other (describe) .. <b>Security Camera System.</b>		5,000.00
Total.....		\$68,000.00

6. **Income.** List the sources and estimate the amount of expected revenue for a typical year.

2021 Projected Revenues? \$11,179,476.00

2021 Projected Expenditures? \$10,793,720

2021 Projected Expenditures-Police Department? \$795,300.00

7. **Other Funds.** List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

The Governing Body of the City of Neodesha has allocated \$18,000 to provide the matching portion of this project.

8. **Operating History.** If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official	Date
--	------

**SANDBAGGER GOLF & TURF**  
**PO BOX 566 4343 EAST HWY 160**  
**INDEPENDENCE, KS 67301**  
**PHONE: 620-331-3523 FAX: 620-331-6950**  
**sandbagr@sbcglobal.net**

June 08, 2021

Mr. Brent Wheeler  
City of Neodesha  
[bwheeler@neodeshaks.org](mailto:bwheeler@neodeshaks.org)

Dear Mr. Wheeler,

Per our telephone conversation this morning please find the following pricing and availability favorable for your mower requirement.

1 ea. #941559 Hyper Drive 60" rear discharge deck, Kawasaki FX 1000 \$17,465.00 ea.  
35 hp air cooled engine, weight adjustable operator's seat.

City of Neodesha discount: (\$4,716.00) ea

City of Neodesha net price: \$12,494.00 ea.

I have spoken with my salesman from Hustler and he indicated the next build cycle of this model of mower is August 14<sup>th</sup>. We would need to have an order placed a week before that to get into that build cycle.

Delivery:	As indicated above (Mid August)
Shipping Point:	Independence, KS
FOB Point:	Shipping Point / Full Freight Allowed
Terms:	Net 30 days

Thank you for this opportunity to quote our products and services. If you have any questions please don't hesitate to contact me.

Sincerely,

  
Jeff Blakemore

Quote valid 30 days



**SANDBAGGER GOLF & TURF**  
**PO BOX 566 4343 EAST HWY 160**  
**INDEPENDENCE, KS 67301**  
**PHONE: 620-331-3523 FAX: 620-331-6950**  
**sandbagr@shcglobal.net**

May 28, 2021

Mr. Jeremy Johnson  
City of Neodesha  
620-288-9264  
[jjohnson@neodesha.net](mailto:jjohnson@neodesha.net)

Dear Mr. Johnson,

Per your request please find the following Trade-In values of the mowers that Mike Stultz and I viewed at your shop yesterday morning.

Model: 932061, SN: 14042239, Hustler Super Z, 72" Rear Discharge deck, FX 850 Kawasaki engine, Hrs: 1066  
Trade-In value: \$2500.00

Model: 932749, SN: 14042968, Hustler X-ONE, 54" Rear Discharge deck, FX 691 Kawasaki engine, Hrs: 1150  
Trade-In value: \$1500.00

Let me know if this is acceptable with the city and I will get the (2) 60" units on order.

If you have any questions or need further information please don't hesitate to contact me. Thanks again for your interest in our products and services

Sincerely,



Jeff Blakemore



# JOHN DEERE FINANCIAL

## LEASE RENEWAL AGREEMENT

Original Lease Agreement Number 030-0068570-000  
Renewal Lease Agreement Number 030-0068570-000

### LESSEE'S NAME AND PHYSICAL ADDRESS

#### CITY OF NEODESHA

1407 N 8TH ST, NEODESHA, KS 66757-1234

### NAME AND TITLE OF SIGNING OFFICER

DEVIN JOHNSON, MAYOR

### CO-LESSEE'S NAME AND PHYSICAL ADDRESS

### LESSOR'S NAME AND ADDRESS

#### DEERE CREDIT, INC.

6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Lease Renewal Agreement ("Renewal") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your"). Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Renewal. "Lease" shall mean this Renewal and the Original Lease Agreement referenced above (the "Lease"). All of the terms and conditions set forth in the Lease and any amendment, addendum, or attachment thereto or hereto are hereby incorporated into and made a part of this Renewal. Except as specifically amended herein, all other provision of the Lease, and the obligations of the parties pursuant thereto shall remain in full force and effect.

### RENEWAL TERM EQUIPMENT

Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2018	HIT	ZX50UFF	HITACHI ZX50U3 COMPACT EXCAVATOR	200/YR	\$25.00/HR	NEODESHA KS	WILSON	<input checked="" type="checkbox"/>
Product ID				Asset Level Payment*		Purchase Option Price		
HCMAED60T00288138				\$ 7,229.77		\$ 38,112.00		
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2018	JD	BYT10171	BYT10171 50G HYDRAULIC THUMB		\$	NEODESHA KS	WILSON	<input checked="" type="checkbox"/>
Product ID				Asset Level Payment*		Purchase Option Price		
BYT1017100000				\$ 164.54		\$ 815.00		
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2018	JD	36"	36" BUCKET		\$	NEODESHA KS	WILSON	<input checked="" type="checkbox"/>
Product ID				Asset Level Payment*		Purchase Option Price		

AT31656500000				\$ 109.22		\$ 519.00		
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2018	JD	24"	24" EXCAVATOR BUCKET		\$	NEODESHA KS	WILSON	<input checked="" type="checkbox"/>
Product ID				Asset Level Payment*		Purchase Option Price		
AT31656300000				\$ 96.31		\$ 475.00		
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2018	JD	AT434128	AT434128 AUX HYDRAULICS		\$	NEODESHA KS	WILSON	<input checked="" type="checkbox"/>
Product ID				Asset Level Payment*		Purchase Option Price		
AT43412800000				\$ 58.62		\$ 286.00		
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2018	JD	AT396663	AT396663 LIGHT PACKAGE		\$	NEODESHA KS	WILSON	<input checked="" type="checkbox"/>
Product ID				Asset Level Payment*		Purchase Option Price		
AT39666300000				\$ 33.54		\$ 166.78		
Total Purchase Option Price at Renewal Term End Date						\$ 40,373.78		
*Asset Level Payments may not include applicable sales taxes. For purpose of this renewal "Lease Payments" mean the Renewal Term Payments identified below.								

**LEASE PAYMENTS****RENEWAL TERM START DATE: 06/25/2021**  
**RENEWAL TERM END DATE: 06/25/2022**

**RENEWAL TERM PAYMENTS:** The first Renewal Term Payment will be due and payable on the Due Date indicated below. Renewal Term Payments will then be due and payable (☐ monthly, ☐ quarterly, ☐ semi-annually, ☒ annually) on the same day thereafter. You agree to remit Renewal Term Payments (and applicable sales, use and property taxes) and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	RENEWAL TERM PAYMENT	DUE DATE
1	\$ 7,692.00	\$ 0.00	\$ 7,692.00	06/25/2021

You acknowledge and agree that, if you execute this Renewal with your electronic signature, (a) you are signifying your intent to enter into this Renewal and that this Renewal be legally valid and enforceable in accordance with the terms to the same extent as if you had executed this Renewal using your written signature, and (b) this Renewal is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Renewal ("Authoritative Copy") is converted to paper and marked as the original (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be gained held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Renewal also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Renewal, when affixed to the Paper Contract constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

**REAFFIRMATION OF LEASE OBLIGATIONS.** THE TERMS OF THIS RENEWAL SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS RENEWAL, YOU HEREBY REAFFIRM ALL OF THE PAYMENT AND PERFORMANCE OBLIGATIONS CONTAINED IN THE LEASE, AS AMENDED BY THIS RENEWAL.

**CITY OF NEODESHA**

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

(Date Signed)

**DEVIN JOHNSON, MAYOR**

Accepted By: **Deere Credit, Inc. (Lessor)**  
**6400 NW 86th Street, Johnston, IA 50131-6600**

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

(Date Signed)

(Authorized Signature)



**JOHN DEERE**  
**FINANCIAL**

## Physical Damage/Liability Insurance

<b>LESSEE:</b>	<b>CITY OF NEODESHA</b> 1407 N 8TH ST, NEODESHA, KS 66757-1234	
<b>LESSOR:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600	
<b>LIABILITY INSURANCE</b> on the Lease Renewal Agreement will be provided by the following insurance agency:		
Name of Agency		Phone Number of Agency
<b>NEWKIRK, DENNIS AND BUCKLES - NEODESHA INSURANCE</b>		<b>620-325-2645</b>
Mailing Address of Agency		Fax Number of Agency
<b>PO 269 414 MAIN, NEODESHA, KS 66757</b>		
<b>PHYSICAL DAMAGE INSURANCE</b> on the Lease Renewal Agreement will be provided by the following agency:		
Name of Agency		Phone Number of Agency
<b>NEWKIRK, DENNIS AND BUCKLES - NEODESHA INSURANCE</b>		<b>620-325-2645</b>
Mailing Address of Agency		Fax Number of Agency
<b>PO 269 414 MAIN, NEODESHA, KS 66757</b>		
If an insurance certificate is available, in place of the above information, it should be provided to:		
<b>ADDITIONAL INSURED and LOSS PAYEE:</b> Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86 <sup>th</sup> St Johnston, IA 50131		
I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.		
<b>NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.</b>		

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

(Date Signed)

**DEVIN JOHNSON, MAYOR**



Due Date:	6/25/2021
Total Due:	\$7,692.00

REMIT CHECK PAYABLE TO:

Deere Credit, Inc.  
PO BOX 6600  
Johnston, IA 50131-6600

[illegible]

**TO ENSURE PROPER CREDIT, RETURN LOWER PORTION WITH YOUR PAYMENT**

Remit to: **Deere Credit, Inc.**  
**PO Box 6600**  
**Johnston, IA 50131-6600**

Highly Confidential with Sensitive Personal Information

## UNDERSTANDING YOUR INVOICE

Your Lease Invoice includes charges for the dates indicated. Please process your payment so it arrives prior to the date shown. Any questions concerning performance of your equipment should be directed to your local dealer. The following terms explain your invoice.

- **DUE DATE:** Total due on or before your contractual due date, after which late charges may be assessed.
- **TOTAL DUE:** The sum of your current periodic charge plus any previous amount due.
- **INVOICE NUMBER:** This number should be referenced on the face of any remittance.
- **DATE ISSUED:** Date invoice printed - all payments received after this date are not reflected on this invoice.
- **LAST PAYMENT RECEIVED:** The date of the last payment received prior to this invoice being issued. If your records show that you have made a payment that is not reflected on this invoice and was mailed more than 10 days prior to date issued, contact your bank to verify the check has cleared. Request a front and back copy and mail it to our Customer Service indicating your lease/contract number.
- **LESSEE'S REFERENCE NUMBER:** Any reference number provided by you such as: Purchase Order, Department, Cost Center Numbers, etc.
- **CONTRACT NUMBER:** This is your lease/contract number used to identify your account. This number should be given to Customer Service when making an inquiry and on all correspondence.
- **DESCRIPTION:** Description of leased equipment.
- **PAYMENT AMOUNT:** The payment due under the terms of your contract - PRIOR TO ASSESSMENT OF APPLICABLE SALES/USE TAXES. Your payments may be adjusted pursuant to the terms of the agreement and/or adjustments made to one or more of your equipment schedules.
- **LATE CHARGE:** Any contractual payment not made on, or before, its due date is subject to the assessment of late charges, as outlined in your agreement.
- **MISC. CHARGE:** Other charges due under the terms of your agreement.
- **SALES/USE TAX:** Sales/Use Tax assessed by your taxing authority and added to your contract payment.

Mailing Address Change:

Name \_\_\_\_\_  
Subject \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Attention (if applicable) \_\_\_\_\_  
Phone Number ( ) \_\_\_\_\_ Contact Person \_\_\_\_\_

Please complete the following section if the PHYSICAL LOCATION of the lease equipment has changed. The information is required for tax purposes, and will not affect your mailing address.

Name \_\_\_\_\_  
Street \_\_\_\_\_