

Agenda

City Commission of the City of Neodesha, KS

September 8, 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 August 25, 2021 Minutes
- Appropriation (2021) 15

Item 4: Business Items to Consider

- A. Ordinance: Dangerous Structures; 201 Ohio Street
- B. Resolution: Renewal of Temporary Notes for Gas Line Project
- C. Resolution: Dangerous Structures; 1015 Oak Street
- D. Request for Donation of Property: Get Fit Building; Wilson Medical Center
- E. Consider Vacating and Donating a Portion of Little Bear Trail: SICUT
- F. 2021 Audit Engagement Letter: Jarred, Gilmore & Phillips PA
- G. Approve Annual Renewal of Hach Maintenance Agreement
- H. GRDA Payment Plan for February 2021 Weather Event
- I. Appoint Interim Public Works Director
- J. Set Special Call Commission Meeting for September 9, 2021

Item 5: Date/Time of Next Regular Meeting

Wednesday, September 22, 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
September 8, 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: Ordinance: Dangerous Structures; 201 Ohio Street

The Commission is asked to approve Ordinance 1749, providing authority for the structures located at 201 Ohio Street to be demolished and the property to be made safe.

RECOMMENDED MOTION: *I move to approve Ordinance 1749, directing the removal of certain dangerous and unsafe structures at 201 Ohio Street.*

4.B: Resolution: Renewal of Temporary Notes for Gas Line Project

The current temporary financing for the gas line projects will come due for payment on October 1st. Due to the determination from USDA that they do not wish to finalize the bond issuance until we receive some sort of acceptance from the contractor regarding the liquidated damages, it will be necessary to renew the temporary not financing on the project. The Commission is asked to approve Resolution 21-26, extending the temporary financing on the project.

RECOMMENDED MOTIONS: *I move to adopt Resolution 21-26 as presented.*

4.C: Resolution: Dangerous Structures; 1015 Oak Street

The Commission is asked to consider Resolution 21-27, calling for a Public Hearing, October 27, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 1015 Oak Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 21-27 setting a public hearing for October 27, 2021 as presented.*

4.D: Request for Donation of Property: Get Fit Building; Wilson Medical Center

This agenda item was initially discussed by the Commission on February 20, 2021, but was tabled. The Commission again discussed this agenda item on March 10, 2021, but the motion died for lack of a 2nd. This agenda item was again tabled by the Commission on August 25, 2021 to determine if the hospital has any interest in purchasing the building.

RECOMMENDED MOTIONS: *To Be Determined...*

4.E: Consider Vacating and Donating a Portion of Little Bear Trail: SICUT

This agenda item was tabled by the Commission on August 25, 2021, to obtain additional information from SICUT. The Commission is asked to consider a request from SICUT that the city vacate and deed to them a portion of Little Bear Trail, located in the W. Granby Business Park. The parcel will need to be surveyed and/or vacated prior to deeding the property. The Commission is asked for a consensus to set this in motion.

RECOMMENDED MOTIONS: N/A

4.F: 2021 Audit Engagement Letter: Jarred, Gilmore & Phillips PA

For this agenda item, the Commission is asked to approve the engagement letter with Jarred, Gilmore & Phillips PA for the 2021 audit.

RECOMMENDED MOTION: *I move to approve the engagement letter with Jarred, Gilmore & Phillips PA, for completion of the 2021 audit in an amount not to exceed \$10,200.*

4.G: Approve Annual Renewal of Hach Maintenance Agreement

Staff will brief the Commission on a proposed renewal of our HACH company service agreement for the Water Treatment Plant. The renewal amount for the 2021-2022 service contract is \$8,301. This amount has increased slightly from the previous contract by \$526.

RECOMMENDED MOTION: *I move to approve the renewal of the service agreement with HACH Service Plus in an amount not to exceed \$8,301.*

4.H: GRDA Payment Plan for February 2021 Weather Event

The City has received notice from Grand River Dam Authority (GRDA), of their request to recover extraordinary power costs associated with the February 2021 extreme weather event. We have been offered three payment options, and will need to report our selection by September 24, 2021.

RECOMMENDED MOTIONS: *I move to approve the 12-month payment plan to GRDA, at a cost of \$21,745 per month.*

4.I: Appoint Interim Public Works Director

Staff is requesting a non-elected personnel executive session prior to approving this agenda item.

RECOMMENDED MOTIONS: *I move to appoint _____ as the interim Public Works Director.*

4.J: Set Special Call Commission Meeting for September 9, 2021

Staff is requesting that the Commission consider conducting a Special Call Commission meeting tomorrow, September 9, 2021, at 12:00pm (noon), for the purpose of selecting a Municipal Court Judge.

RECOMMENDED MOTIONS: *I move to set a Special Call Commission Meeting September 9, 2021, at 12:00pm.*

Item 6: Executive Session:

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body, City Administrator, and City Clerk to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at ____ p.m.

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, August 25, 2021 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Commissioner Moffatt moved to approve the agenda as presented with the addition of Business Item 4A: Approve Purchase of Water Meters; and Business Item 4B: KwiKom Presentation, Eric Vogel. 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 August 11, 2021 Commission Meeting; minutes from the August 18, 2021 Special Call Meeting; Appropriation (2021) 14; Fire Insurance Proceeds Disbursement and Raw Water Project Bond Appropriation 94. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of new water meters for the conversion to AMI. This purchase is approved as an eligible expense under the American Rescue Plan Act. Discussion held.

Commissioner Moffatt moved to approve the purchase of water meter equipment in an amount not to exceed \$164,000. Seconded by Commissioner Nichol. Motion carried.

The Governing Body welcomed Eric Vogel of KwiKom for a presentation on the advancement of their fiber network into Neodesha. Presentation given and discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the KDOT/Local Agreement for Safe Routes to School-PE on Phase 2 of the plan. This grant is related to the preliminary engineering expenses. Discussion held.

Commissioner Moffatt moved to approve the KDOT/Local Agreement for Safe Routes to School (Preliminary Engineering), for Phase-2. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the acceptance of a grant from the Kansas Wildlife & Parks, Community Fisheries Assistance Program. This grant will be used for continued improvements to the City Pond located at Riverwalk Park. Discussion held.

Commissioner Nichol moved to approve the Kansas Wildlife & Parks, Community Fisheries Assistance Program grant as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission with a request for donation of property known as the Get Fit Building. This item was initially discussed at the February 20, 2021 Commission Meeting, but was tabled. The request was discussed again at the March 10, 2021 meeting but the motion died for lack of a 2nd. At the request of Wilson Medical Center CEO, Dennis Shelby, the Commission is again asked to consider the donation of the Get Fit Building to Wilson Medical Center, but the request has now been modified to reflect the consideration of donation be to the Wilson Medical Center Foundation. Citizens from the community; Robert Hare, Carolyn Smalley and Janie Steele were also present to relay their concerns regarding this donation. Discussion held.

Commissioner Moffatt moved to table this item until the September 8, 2021 meeting. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the transfer of deed to the Neodesha Housing Authority for the property located at 220 N 7th Street. Discussion held.

Commissioner Nichol moved to approve the transfer of 220 N 7th Street to the Neodesha Housing Authority. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a request from SICUT that the City vacate and deed to them a portion of Little Bear Trail located at West Granby Business Park. Discussion held.

Commissioner Nichol moved to table this item until the September 8, 2021 meeting. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the placement of a monitoring well. Due to the construction of the new building for Neodesha Plastics, the BP contractor requested that the monitoring well be moved from the property. Discussion held.

Commissioner Moffatt moved to approve the placement of a monitoring well on Wilson Drive. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the reconsideration of the request by Wilson Medical Center staff for the use of Memorial Park for a Fall Festival. During the Commission meeting of August 11, 2021, Wilson Medical Center staff asked for the use of Memorial Park. Due to the permanent placement of electrical outlets in Riverwalk Park, Wilson Medical Center was approved for the festival at this location. Wilson Medical Center staff is now asking the Commission to reconsider their request for the festival to be conducted at Memorial Park. Discussion held.

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Commissioner Nichol moved to approved the request from Wilson Medical Center to hold their Fall Festival at Memorial Park as originally requested. Seconded by Commissioner Moffatt. Motion carried.

At 3:40 p.m. Commissioner Moffatt requested a 10-minute recess. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording paused.

At 3:50 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, and Fire Chief Landon Woodward in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 4:00 p.m. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:00 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Nichol moved to recess to an Executive Session including the Governing Body, City Administrator, Assistant to the City Administrator, City Clerk, and Police Chief Sam Tomlinson in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 4:20 p.m. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:20 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commission Nichol moved to terminate employment with Municipal Judge Joslyn Kusiak effective immediately. The Governing Body thanked Ms. Kusiak for her service to the community. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator and City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 4:55 p.m. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:55 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Moffatt moved to extend the Executive Session including the Governing Body, City Administrator and City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 5:15 p.m. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 5:15 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, September 8, 2021 at 2:00 p.m.

At 5:15 p.m. Commissioner Nichol moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 15****9/8/2021**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A & C AUTO GLASS	WINDSHIELD REPAIR	198.00	69275	9/8/2021
ANDAX	PD EQUIPMENT	123.00	69276	9/8/2021
AXON ENTERPRISE INC	TASER PROGRAM	4,800.00	69277	9/8/2021
HARRY M BASS	ATTORNEY FEES	200.00	69278	9/8/2021
BEACHNER GRAIN INC	WEEDKILLER & CHEMICALS	483.00	69279	9/8/2021
BORDER STATES INDUSTRIES INC	TRANSFORMER & WINDOW MINI SEC	921.88	69280	9/8/2021
CDL ELECTRIC CO INC	OVERHEAD DOOR REPAIR	269.86	69281	9/8/2021
CLEAVER FARM & HOME	PLATE,STRAP,HINGE	1,213.76	69282	9/8/2021
CULLIGAN OF INDEPENDENCE	SEPTEMBER WATER SERVICE	256.04	69283	9/8/2021
D & D AUTO REPAIR & ALIGNMENT	BATTERIES	509.85	69284	9/8/2021
FASTENAL COMPANY	SUPPLIES	84.57	69285	9/8/2021
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALLS	411.87	69286	9/8/2021
FREDONIA NAPA PARTS & SERVICE	OIL FILTER	18.99	69287	9/8/2021
G & W FOODS	WATER & GATORADE	396.97	69289	9/8/2021
HAWKINS INC	CHEMICALS	429.31	69290	9/8/2021
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	1,351.65	69291	9/8/2021
INDEPENDENCE READY-MIX INC	CEMENT	336.00	69292	9/8/2021
KANSAS ONE-CALL SYSTEM, INC	AUGUST LOCATES	56.40	69293	9/8/2021
KC 24 HOUR TRUCK REPAIR	REPLACE LEFT REAR AIR BAG	111.00	69294	9/8/2021
KEY EQUIPMENT & SUPPLY CO	TACHOMETER	400.31	69295	9/8/2021
LAKELAND OFFICE SYSTEMS	AUGUST COPIER MAINTENANCE	111.42	69296	9/8/2021
LE STORE	GATORADE	34.49	69297	9/8/2021
LITTLE BEAR TIRE	TIRES/REPAIR	218.50	69298	9/8/2021
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	134.34	69299	9/8/2021
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	1,433.61	69300	9/8/2021
MELS PRINTING	ENVELOPES	215.75	69301	9/8/2021
MIDWEST COMPUTER SALES	IT SERVICES	194.95	69302	9/8/2021
BANK OF AMERICA	ROCK	922.23	69303	9/8/2021
NDB NEODESHA	INS INSTALLMENT 6 OF 6/AUDIT	25,497.00	69306	9/8/2021

NEODESHA DERRICK	LEGAL PUBLICATIONS	830.50	69307	9/8/2021
NEODESHA ROTARY CLUB	ROTARY DUES	960.00	69308	9/8/2021
NEW BOSTON CREATIVE GROUP LLC	WEB HOSTING SERVICES	461.25	69309	9/8/2021
PATRIOT SERVICE COMPANY	SANITATION UNITS	432.53	69310	9/8/2021
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SVC	1,692.34	69311	9/8/2021
PITNEY BOWES	POSTAGE MACHINE LEASE	757.74	69312	9/8/2021
PORTER DRUG STORE	MEDICATION & SHIPPING CHARGES	275.50	69313	9/8/2021
PRAIRIE FIRE COFFEE	COFFEE SERVICE	101.07	69314	9/8/2021
PRICE AUTOMOTIVE REPAIR	DIESEL EXHAUST FLUID	23.26	69315	9/8/2021
PUBLIC WHOLESALE WSD #23	SAMPLE SHIPPING	23.00	69316	9/8/2021
QUALITY MOTORS	RELAY	39.78	69317	9/8/2021
ROMANS OUTDOOR POWER	BUSH HOG PARTS	127.83	69318	9/8/2021
SANDBAGGER GOLF & TURF	MOWER & PARTS	8,590.75	69319	9/8/2021
SENSIT TECHNOLOGIES	PARTS/REPAIR/CALIBRATION	601.84	69320	9/8/2021
SHERWIN WILLIAMS INDEPENDENCE	PAINT FOR DOG POUND	242.17	69321	9/8/2021
SIGN DESIGN	UNIFORM SHIRTS-FD	51.00	69322	9/8/2021
SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	730.79	69323	9/8/2021
STANION WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	2,507.62	69324	9/8/2021
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	85.70	69325	9/8/2021
TASC	CLAIM CARD/ADMIN FEE	784.06	69326	9/8/2021
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	1,361.07	69327	9/8/2021
US CELLULAR	CELL PHONE/TABLET CHARGES	338.27	69328	9/8/2021
WALMART COMMUNITY BRC	POOL CONCESSIONS	328.67	69329	9/8/2021
EVERGY	STREETLIGHTS @ OTTAWA	107.09	69330	9/8/2021
WILSON COUNTY REGISTER OF DEED	FAXED COPIES	2.00	69331	9/8/2021
WILSON MEDICAL CENTER	AUGUST TAX DISTRIBUTION	22,671.55	69332	9/8/2021
WOODS LUMBER COMPANY	CONCRETE & SUPPLIES	396.88	69333	9/8/2021
JEFFREY BOOTH	1ST 1/2 CONTRACT FOR DEBRIS REMOVAL	1,667.25	69131	8/13/2021
SPARKLIGHT	INTERNET SERVICE	136.39	69132	8/13/2021
TEXAS DEPT OF PUBLIC SAFETY	DRIVING RECORD	4.00	69133	8/13/2021
J & J DRAINAGE PRODUCTS CO	DRAINAGE PIPE	3,485.00	69134	8/13/2021
SPARKLIGHT	INTERNET SERVICE	169.78	69135	8/13/2021
WASHER SPECIALTIES CO	PARTS	462.87	69136	8/13/2021
SOUTHERN STAR CENTRAL GP INC	JULY BILLING	4,912.49	69137	8/13/2021

RURAL WATER DISTRICT NO 4	AIRPORT RURAL WATER	28.60	69138	8/13/2021
KANSAS ONE-CALL SYSTEM, INC	MAY LOCATES	30.00	69139	8/13/2021
JEREMY JOHNSON	REIMBURSEMENT FOR SHOP VAC	63.51	69140	8/13/2021
VISA	SUPPLIES, TRAINING, MEMBERSHIPS	5,407.19	69200	8/31/2021
CONSTELLATION NEWENERGY	JULY BILLING	28,347.02	69201	8/31/2021
ROSS JAMISON	REIMBURSEMENT FOR INS PREMIUMS	140.32	69202	8/31/2021
TEXAS DEPT OF PUBLIC SAFETY	DRIVING RECORD	10.00	69203	8/31/2021
A T & T	PHONE CHARGES	215.38	69204	8/31/2021
WEX BANK	FUEL PURCHASES	8,664.98	69205	8/31/2021
WILSON COUNTY REGISTER OF DEED	FILING FEE/220 N 7TH TO NHA	21.00	69206	8/31/2021
JEFFREY BOOTH	DEBRIS REMOVAL 102 S 4TH	1,667.25	69207	8/31/2021
US POST OFFICE	AUGUST BILLING	308.58	69208	8/31/2021
US POST OFFICE	AUGUST BILLING	43.52	69209	8/31/2021

****TOTAL****

141,644.14

ORDINANCE NO. 1749

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED ON LEGAL DESCRIPTION: NEODESHA, BLOCK 074, N 73' LTS 10-12 SECTION 20 TOWNSHIP 30 RANGE 16, NEODESHA, KANSAS, COMMONLY KNOWN AS 201 OHIO, NEODESHA, KANSAS, AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURES, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH STRUCTURE IS LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution 21-20 dated July 14, 2021, that the structure hereinafter described as unsafe and dangerous and did direct the owner of such structure to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structure to be razed and removed, and

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

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

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

Section 1: The enforcing officer is hereby authorized and directed to cause the dwelling located on legal description: **NEODESHA, BLOCK 074, N 73' LTS 10-12 SECTION 20 TOWNSHIP 30 RANGE 16, NEODESHA, KANSAS, COMMONLY KNOWN AS 201 OHIO, NEODESHA, KANSAS**, to be razed and removed and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

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

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

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 8th day of September, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

TRIPLETT WOOLF GARRETSON, LLC

RESOLUTION NO. 21-26

OF THE

CITY OF NEODESHA, KANSAS

SEPTEMBER 8, 2021

RESOLUTION NO. 21-26

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL TEMPORARY NOTES OF THE CITY OF NEODESHA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$1,766,000, AS HERETOFORE AUTHORIZED BY ORDINANCE NO. 1727 OF THE CITY, IN ORDER TO PROVIDE FUNDS TO RENEW THE PRINCIPAL AMOUNT OF THE CITY'S TEMPORARY NOTES, PREVIOUSLY ISSUED FOR THE TEMPORARY FINANCING OF THE COSTS OF CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY AUTHORIZED BY SAID ORDINANCE; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SAID GENERAL OBLIGATION RENEWAL TEMPORARY NOTES.

WHEREAS, the governing body of the City of Neodesha, Kansas (the "City") is authorized under the laws of the State of Kansas, to own, operate and maintain a gas utility system and the City has previously acquired, constructed and maintains such a gas utility system (the "Gas Utility System"); and

WHEREAS, pursuant to Article 12, § 5 of the Constitution of the state of Kansas (the "Home Rule Amendment" and Charter Ordinance No. 16 of the City ("Charter Ordinance No. 16")), the City is authorized to issue its general obligation bonds for the purpose of supplying its inhabitants with gas and making certain gas utility improvements, including but not limited to the replacement of the natural gas distribution system and related appurtenances (the "Project"); and

WHEREAS, the City has heretofore, by Ordinance No. 1727 duly adopted February 18, 2020 and published in the official City newspaper as required by law on February 20, 2020 (the "Authorizing Ordinance"), authorized the acquisition, construction and installation of the Project; and

WHEREAS, pursuant to K.S.A. 10-123, the governing body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds from time to time as funds are needed for orderly construction thereof; and

WHEREAS, pursuant to authority of the Authorizing Ordinance, the Governing Body has further heretofore by Resolution No. 20-03, duly adopted March 11, 2021, authorized and provided for the financing of the costs of a portion of the Project during the construction period by the issuance of the City of Neodesha, Kansas, General Obligation Temporary Notes, Series A, 2020, dated March 26, 2020, in the principal amount of \$1,766,000 (the "Series A, 2020 Notes"), which Series A, 2020 Notes were duly sold, issued and delivered and become due October 1, 2021; and

WHEREAS, the permanent financing for the Project cannot be accomplished by the maturity date of the Series A, 2020 Notes, and the City is without funds at this time to pay the principal amount of the Series A, 2020 Notes; and

WHEREAS, the City is empowered by K.S.A. 10-123, as amended, to “issue temporary notes to pay for the cost of taking up any previously issued temporary notes as they mature when all aspects of the improvement will not be completed at the maturity date of the notes or when the municipality has completed the improvements and the issuance of bonds is prevented, hindered or delayed;” and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to authorize and provide for the issuance of temporary notes for the purpose of refunding and paying the principal amount of the Series A, 2020 Notes; and further to provide for and specify the terms, details, form and conditions of the temporary notes.

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

SECTION 1. Authority for the Notes; Security. It is hereby authorized, ordered and directed that in order to pay the maturing principal on the City’s outstanding Series A, 2020 Notes (as defined above), previously issued by Resolution No. 20-03 under the authority of the Authorizing Ordinance (as defined above) which are currently outstanding and were issued for the purpose of temporarily finance the costs of constructing the Project (as defined above), there shall be issued General Obligation Renewal Temporary Notes, Series A, 2021 (the “Notes”) of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended.

The full faith, credit and resources of the City are hereby pledged to secure the payment of the principal of and interest on the Notes as and when the same become due and payable in accordance with the terms thereof. The governing body hereby covenants to make provision for the payment of the principal of and the interest on the Notes by issuing general obligation bonds and applying the proceeds therefrom, together with any current revenues of the City available for such purpose.

SECTION 2. Details of the Notes; Payment of Principal and Interest. It is hereby authorized, ordered and directed that the Notes shall be issued in the total principal amount of One Million Seven Hundred Sixty-Six Thousand Dollars (\$1,766,000.00). The Notes shall be designated “City of Neodesha, Kansas, General Obligation Temporary Notes, Series A, 2021”, shall be dated September 30, 2021, and shall mature October 1, 2022, unless prepaid on such earlier date as the City may elect to prepay the Notes, as hereinafter provided.

The Notes shall be issued as fully registered certificated securities and shall be numbered R-1 upwards; and shall be issued in the denomination of \$100,000.00 or integral multiples of \$1,000 in excess thereof (the “Authorized Denomination”). The Notes shall bear interest from their dated date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 2.75% per annum, said interest to be payable upon the maturity or prepayment date of the Notes, as the case may be.

The principal amount of and the interest on the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent upon the presentation of the Notes for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas.

In any case where a Note payment date occurs on a date which is a Saturday, Sunday, or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas and on which the Paying Agent is scheduled in the normal course of its operations to not be open to the public for conduct of its operations, then the payment of such principal, premium or interest need not be made on such maturity date, but may be made on the next succeeding business day with the same force and effect as if made on the applicable maturity date, and no interest shall accrue for the period after such scheduled maturity date.

SECTION 3. Prepayment of Notes. The Notes may be redeemed and prepaid by the City, in whole or in part, at any time, by the payment of the principal amount thereof plus the accrued and unpaid interest thereon, to the date of such redemption.

The Notes may be redeemed in any Authorized Denomination and if the City elects to call for redemption less than all of the Notes which are at the time outstanding, the Notes shall be redeemed in such equitable manner as the City shall determine. In the case of a partial redemption of the Notes, then for all the purposes in connection with such redemption, each Authorized Denomination of face value of a Note shall be treated as though it was a separate Note of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the Authorized Denominations of face value represented by any Note has been selected for prepayment, then upon receipt of notice of such prepayment, the Owner shall forthwith present and surrender such Note to the Paying Agent (i) for payment of the principal amount thereof and accrued interest to the date of such redemption of the Authorized Denominations of face value of the Note called for redemption, and (ii) for exchange, without charge to the Owner, for a new Note or Notes of the aggregate principal amount of the unpaid portion of the principal amount of such Note. If the Owner of any Note of which one or more, but not all, of the Authorized Denominations of face value thereof has been selected for redemption shall fail to present such Note for payment for any reason, the Authorized Denominations prepaid shall, nevertheless, become due and payable on the date of the redemption, and no further interest shall accrue on such paid but unrepresented Authorized Denominations of face value from and after the date of such redemption.

The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Notes so called not less than thirty (30) days prior to the redemption date, unless any Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of any call for redemption and payment as may be required by the laws of the State of Kansas which are in effect as of the date of giving any such notice. All notices of redemption given under the provisions of this Section shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Notes are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will

become due and payable upon each such Note or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Notes so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Notes to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

With respect to optional redemptions, at the option of the City, such notice may be conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Paying Agent shall not redeem such Notes and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Notes will not be redeemed.

On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Notes or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Notes selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the Authorized Denominations of face value represented by any Note is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Note or Notes of the same maturity and in the amount of the unredeemed portion of such Note as provided above. All Notes selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

Whenever any Note, or one or more of the Authorized Denominations of face value represented by any Note, has been selected for redemption and payment as provided in this Section, all interest on such Note, or such one or more of the Authorized Denominations of face value represented by any such Note, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Note Registrar; Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body hereby elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and pursuant thereto, does hereby designate and appoint the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the "Paying Agent" or "Note Registrar"). The terms, conditions and provisions under which the State Treasurer will perform his duties as Note Registrar and Paying Agent for the Notes are set forth in an "Agreement between Issuer and Agent", dated as of September 30, 2021 (the "Agreement"). The form and text of the Agreement is hereby approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement for and on behalf of the City. The entire text of the Agreement is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall further contain a recital that they are issued for the purpose of temporarily financing the costs of constructing the Project pursuant to the provisions of Article 12, Section 5 of the Constitution of the State of Kansas, as amended and supplemented, and shall also contain a recital that they are subject to prepayment prior to maturity at the City's election in accordance with Section 3 hereof. The City's Bond Counsel, Triplett Woolf Garretson, LLC, is hereby authorized, ordered and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

SECTION 6. Registration of Ownership, Transfer and Exchange of Certificated Notes. Pursuant to the Agreement, the Note Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Notes (the "Registration Books") and the person(s) in whose name any Notes are registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes (the "Owner"). Payment of, or on account of the principal of and the interest on any Notes shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms and conditions and requirements for the transfer and exchange of the Notes and for the replacement of a mutilated, lost, stolen or destroyed Note are fully set forth in the Agreement. Replacement certificates delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions, and requirements set forth in the Agreement shall be valid obligations of the City, evidencing the same debt as the certificated Note surrendered, shall be secured by the pledges made in this Resolution and shall be entitled to all of the security and benefits hereof to the same extent as the certificated Note surrendered.

SECTION 7. Execution of the Notes. The Notes shall be executed by the manual signature of the Mayor, shall have the City's official seal impressed thereon, and shall be attested by the manual signature of the City Clerk; and when so executed, the Notes shall be registered in the office of the City Clerk and in the Office of the Treasurer of the State of Kansas as required by law. After registration in the Office of the Treasurer of the State of Kansas, the Notes shall be countersigned by the manual signature of the City Clerk, attested by the City's official seal. In case any officer of the City or of the State whose signature shall appear on the Notes shall cease to be such officer before the actual delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No Notes shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Note Registrar, and such duly executed Certificate of Authentication on any Note shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Certificate of Authentication on any Note shall be deemed to have been duly executed by the Note Registrar when manually signed by an authorized officer or signatory thereof, and it shall not be necessary that the same officer or

signatory of the Note Registrar manually sign the Certificate of Authentication on all of the Notes issued under this Resolution.

SECTION 8. Payment of Costs. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the Notes except (a) the reasonable fees and expenses of replacing a Note or Notes which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Notes.

SECTION 9. Creation and Ratification of Funds and Accounts. The City has previously created and established certain funds and accounts in anticipation of the Project, including the Series A, 2020 Notes Principal and Interest Account created by Resolution No. 20-03 of the City of the City; and said funds are hereby ratified and confirmed. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the City the following funds and accounts:

(A) Principal and Interest Account for the City of Neodesha, Kansas General Obligation Renewal Temporary Notes, Series A, 2021 (the “Series A, 2021 Notes Principal and Interest Account”)

The Series A, 2020 Notes Principal and Interest Account shall continue to be administered to pay the principal of and interest on the Series A, 2020 Notes on October 1, 2021 or as soon thereafter as practicable. The Project Fund for the City’s General Obligation Temporary Notes, Series A, 2020 (the “Project Fund”) is hereby ratified and continued.

The Project Fund and Series A, 2021 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes. Moneys in the Project Fund shall continue to be used to pay any unpaid costs associated with constructing the Project, as well as any applicable costs of issuance associated with (i) the issuance of the Notes or (ii) any general obligation bonds ultimately issued to retire such Notes, and can be used, together with the Series A, 2021 Notes Principal and Interest Account, for the payment of principal of, or interest on the Notes, or the general obligation bonds hereafter issued, as the same may become due. The Series A, 2021 Notes Principal and Interest Account may be created as a subaccount of the City’s Bond and Interest Fund.

SECTION 10. Delivery of Notes; Disposition of Proceeds. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Note in the form and manner hereinbefore specified, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement in accordance with the provisions hereof, and to cause the registration and countersignature thereof also as hereinbefore specified, all without unnecessary delay. The Notes have been sold to Bank of Commerce, Neodesha, Kansas and Community National Bank & Trust, Neodesha, Kansas, (collectively, the “Original Purchaser(s)”) in the principal amount of \$883,000 to each Original Purchaser, and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price therefor.

The proceeds from the sale of the Notes shall be deposited into the Treasury of the City for the credit of the funds and accounts created by Section 9 hereof, and shall be applied as follows:

(A) The amount of the proceeds representing accrued interest on the Notes, if any, shall be credited to the Series A, 2021 Notes Principal and Interest Account and shall be set aside to be used toward payment of the interest on the Notes; and

(B) \$1,766,000 of the proceeds of the Notes, along with \$73,524.51 of available funds of the City shall be credited to the Series A, 2020 Notes Principal and Interest Account and used to pay the principal amount and interest on the Series A, 2020 Notes, along with a certificate fee of \$2.50 on October 1, 2021, or as soon thereafter as practicable. All costs of issuing the notes will be paid by the City.

SECTION 11. Sale of the Notes; Authority to Enter into Purchase Agreement. The Notes shall be sold to the Original Purchaser hereinbefore named, at a price equal to the principal amount of the Notes, plus accrued interest from their dated date to the date of delivery of the Notes, if any. If requested by the Original Purchaser, the Mayor and City Clerk are hereby authorized, empowered, ordered and directed to execute a Purchase Agreement on behalf of the City with the Original Purchaser, such Purchase Agreement to be in such final form as may be agreed upon by the governing body and the Original Purchaser.

SECTION 12. Resolution Constitutes Contract, Remedies of Owner. The provisions of this Resolution, and all of the covenants and agreements herein contained, shall constitute a contract between the City and the Owners, and the Owners shall have the right:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce its rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas,

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust, and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 13. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. An Owner secured hereby shall have no right in any manner whatsoever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Notes. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Notes to the Owner thereof or affect or impair the right of action of the Owner to enforce payment

of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy herein conferred upon the Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No delay or omission of the Owner to exercise any right or power accruing as an acquiescence therein, and every right, power and remedy given by this Resolution to the Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owner, or (ii) to grant or confer upon the Owner any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project or (iv) to conform this Resolution to the Code (as defined in Section 15 hereof) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by a resolution of the City with the consent of 100% of the Owners, such consent to be evidenced by an instrument or instruments executed by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, no such modification or alteration shall, except with the written consent of the Owner:

(A) Extend the maturity of any payment of principal or interest due upon the Notes, or

(B) Effect a reduction in the amount which the City is required to pay by way of principal of or interest on the Notes.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the resolution of the City authorizing said modifications, as hereinabove provided for, duly certified, as well as proof of consent to such modification by the Owner as hereinabove required therefor. It shall not be necessary to note on the outstanding Notes any reference to such amendment or modification.

SECTION 15. Tax Covenants. The governing body of the City hereby covenants that so long as the Notes remain outstanding and unpaid, there will be no use made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and Rules and Regulations of the United States Treasury

Department thereunder for so long as the Notes remain outstanding and unpaid. The governing body hereby further covenants to take all such action in its power as may be required from time to time in order to assure the exclusion from gross income for purposes of Federal income taxation of the interest on the Notes, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 16. Qualified Tax-Exempt Obligations. The governing body of the City hereby designates the Notes as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

SECTION 17. Authorization of Additional Actions as Required. The officers and representatives of the City, including the Mayor, City Clerk, City Administrator, Bond Counsel and Placement Agent are further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution. The Mayor and City Clerk are authorized to execute a Placement Agent Engagement Agreement with Stifel Nicolaus George K. Baum & Company in substantially the form presented on this date.

SECTION 18. Severability. If any provision of the Resolution shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION 19. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

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PASSED, ADOPTED AND APPROVED by the governing body of the City of Neodesha,
Kansas on the 8th day of September, 2021.

CITY OF NEODESHA, KANSAS

[seal]

By _____
Devin Johnson, Mayor

ATTEST:

By _____
Stephanie Fyfe, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Neodesha, Kansas met in regular session, at the usual meeting place in the City on September 8, 2021, at 2:00 p.m., with Mayor Devin Johnson presiding, and the following members of the governing body present:

and the following members absent:

Among other business, there came on for consideration and discussion the following:

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION RENEWAL TEMPORARY NOTES OF THE CITY OF NEODESHA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$1,766,000, AS HERETOFORE AUTHORIZED BY ORDINANCE NO. 1727 OF THE CITY, IN ORDER TO PROVIDE FUNDS TO RENEW THE PRINCIPAL AMOUNT OF THE CITY'S TEMPORARY NOTES, PREVIOUSLY ISSUED FOR THE TEMPORARY FINANCING OF THE COSTS OF CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY AUTHORIZED BY SAID ORDINANCE; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SAID GENERAL OBLIGATION RENEWAL TEMPORARY NOTES.

Thereupon, the Resolution was considered and discussed, and on motion of _____, seconded by _____, the Resolution was adopted by vote of the majority of all members present.

Thereupon, the Resolution, having been adopted by a majority vote of the members of the governing body, it was given No. 21-26, and was directed to be signed by the Mayor and attested by the City Clerk.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the September 8, 2021 meeting of the governing body of the City of Neodesha, Kansas.

[seal]

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 21-27

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 1015 OAK LEGAL DESCRIPTION: LOT 7, LESS 3 FEET OFF THE EAST SIDE, AND ALL OF LOT 8, BLOCK 2, SHUTTS SUBDIVISION, CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 1015 WEST OAK, NEODESHA KS, 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 8th day of September, 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 27th day of October, 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 1015 West Oak, Neodesha Kansas may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

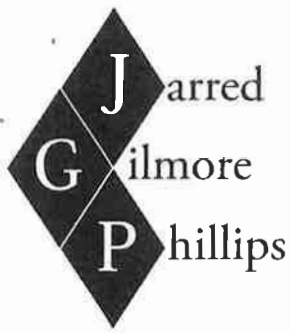
BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 8th day of September, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



August 11, 2021

Honorable Mayor and City Commission
City of Neodesha
P.O. Box 336
Neodesha, Kansas 66757

We are pleased to confirm our understanding of the services we are to provide City of Neodesha, Kansas for the year ended December 31, 2021. We will audit the financial statement of City of Neodesha as of and for the year ended December 31, 2021. It is agreed that the basis of presentation of the financial statement will be in compliance with the regulatory basis of accounting. It is further agreed that the municipality shall pass, by resolution, a waiver of the requirements of the law relating to the preparation of financial statement and financial reports that conform to generally accepted accounting principles as provided by K.S.A. 75-1120a (c).

We have also been engaged to report on supplementary information that accompanies City of Neodesha's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statement as a whole, in a report combined with our auditor's report on the financial statement:

1. Schedule of Expenditures of Federal Awards
2. Summary of Expenditures – Actual and Budget – Regulatory Basis (Budget Funds Only)
3. Schedule of Receipts and Expenditures – Actual and Budget – Regulatory Basis (with Comparative Actual Amounts for the Prior Year)
4. Schedule of Cash Receipts and Cash Disbursements – Agency Funds – Regulatory Basis

Audit Objectives

The objective of our audit is the expression of opinion as to whether your financial statement are fairly presented, in all material respects, in conformity with the regulatory basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statement as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.

Jarred, Gilmore & Phillips, PA
CERTIFIED PUBLIC ACCOUNTANTS

412 W. MAIN, P.O. BOX 97
NEODESHA, KANSAS 66757
(620) 325-3430

1815 S. SANTA FE, P.O. BOX 779
CHANUTE, KANSAS 66720
(620) 431-6342

16 W. JACKSON
IOLA, KANSAS 66749
(620) 365-3125

www.jgppa.com

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and City Commission of the City of Neodesha. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatement or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatement or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement or on major

programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statement; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statement and to preventing and detecting misstatement resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statement. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statement are free of material misstatement, we will perform tests of City of Neodesha's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Neodesha's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Neodesha's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statement, schedule of expenditures of federal awards, and related notes of the City of Neodesha in conformity with the regulatory basis of accounting and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statement, schedule of expenditures of federal awards, and all accompanying information in conformity with regulatory basis of accounting and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statement to correct material misstatement and confirming to us in the management representation letter that the effects of any uncorrected misstatement aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with regulatory basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with regulatory basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statement, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statement, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statement, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statement. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jarred, Gilmore & Phillips, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your grantor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jarred, Gilmore & Phillips, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by your grantors. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Neil L. Phillips, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

To ensure that Jarred, Gilmore & Phillips, PA's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

It is our understanding that your intent in engaging us is that the financial statement we render to you under this agreement will be made available to the State of Kansas Division of Accounts and Reports. Moreover, as of the time of this engagement, we have not been notified, in writing or otherwise, that the professional accounting services rendered under this agreement will be made available to any other person, firm, or corporation for any purpose not specified hereinabove. Consequently, no other person, firm, or corporation is entitled to rely upon these professional services for any purpose without our express, written agreement. This engagement letter embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in writing signed by all the parties. It is agreed that venue and jurisdiction involving any matters arising out of this engagement letter is in the State of Kansas.

Disputes arising under this agreement (including the scope, nature, and quality of services to be performed by us, our fees, and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses, and are payable on presentation. We will perform the audit services for an amount not to exceed the following amount:

Audit for December 31, 2021	\$8,100.00
Single Audit	2,100.00

These fees are based upon anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the audit. The following are examples of circumstances which could result in an increase in fees:

- A significant change in the amount or type of accounting records maintained
- A change in personnel with a corresponding change in level and quality of work performed
- Additional significant state and/or federal grants not identified previously
- Issuance of long-term debt not identified previously for the purposes of new financing or refunding of previously issued long-term debt

- New GASB pronouncements that require additional compliance work
- A greater than expected risk of material misstatement due to fraud
- New accounting or auditing standards that require additional compliance work
- Accounting records that are not reconciled to detailed records and therefore, not ready to be audited
- additional grant funding that requires additional compliance testing

We would like to point out that we expect the proposal fee to be a maximum charge. As can be seen above, the additional charges would only be necessary due to unusual circumstances not foreseen when the audit proposal was prepared. If significant additional time is necessary, we would discuss it with you and arrive at a new fee estimate.

We appreciate the opportunity to be of service to City of Neodesha, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Sincerely,



JARRED, GILMORE & PHILLIPS, PA
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **City of Neodesha, Kansas**.

Signature _____

Title _____

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 5 Partnership Number : HACH520354
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH520354 **Version :** 0.9 **Quotation Date :** 10-AUG-21
Expiration Date : 08-NOV-21


Hach Company Contact : Topping, Christen J **Service Partnership Phone :** **Service Partnership Email :** ctopping@hach.com
Customer Ref : Renewal Quote **Customer Contact :** BAIR, JAY
Customer Phone : 3252750 **Customer Fax :** **Customer Email :** jbair@neodeshaks.org

Bill-To Account # 124018

Ship-To Account # 124018


Customer Name	CITY OF NEODESHA	Customer Name	CITY OF NEODESHA	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	PO BOX 336	Address1	1407 N 8TH ST	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	NEODESHA-KS-66757-0336	City,State, Postalcode	NEODESHA-KS-66757-1234		
Province/Country	US	Province/Country	US		

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	FSPSS7	16-NOV-21	15-NOV-22	Fld Svc-2V Surface Scatter 7:16-NOV-2021:15-NOV-2022	1,032.00
	1.1 LPV431.99.00002			SS7 HACH SENSOR ASSY ; 140700501687	
2	FSP1720E	16-NOV-21	15-NOV-22	Fld Svc-4V 1720E Turb Sensor:16-NOV-2021:15-NOV-2022 2 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service	3,492.00

	HACH SERVICE PARTNERSHIP QUOTATION		Page : 2 of 5 Partnership Number : HACH520354
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

plans, and to ensure you have an opportunity to review our environmental and safety requirements.

2.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499152	
2.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499155	
2.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499156	
2.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499191	
3	FSPCL17	16-NOV-21	15-NOV-22	aa Fld Svc-2V CL17 (current version):16-NOV-2021:15-NOV-2022 For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	1,306.00
3.1	5440200			oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 131000484833	
4	FSPSC200	16-NOV-21	15-NOV-22	Fld Svc-1V SC200 Controller:16-NOV-2021:15-NOV-2022	810.00
4.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097758	
4.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097739	
4.3	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1406C0097631	
5	PMP-2100N-1V	16-NOV-21	15-NOV-22	PMP-2100N LAB TURB-1V (FRV1):16-NOV-21:15-NOV-22	338.00
5.1	4700000			oo 2100N LAB TURB, EPA 1821 ; 020200007416	
6	BSPPLUSHQD411	16-NOV-21	15-NOV-22	BenchPlus-HQD411:16-NOV-2021:15-NOV-2022 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support	380.00

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : Partnership Number : WebSite: www.hach.com	3 of 5 HACH520354 Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.

6.1 HQ411D

HQ411d BENCHTOP METER, pH/mV ; 120400069832

7	BSPPLUSDR3900	16-NOV-21	15-NOV-22	BenchPlus-DR3900:16-NOV-2021: 15-NOV-2022	943.00
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The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.

7.1 LPV440.99.00002

aa DR3900
SPECTROPHOTOMETER W/O
RFID ; 2045649

Sub Total :	8,301.00
Tax:	0.00
Total :	8,301.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF NEODESHA

Customer P.O. Number : _____


Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : Partnership Number : WebSite: www.hach.com	4 of 5 HACH520354 Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-12% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or isolation or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : Partnership Number : WebSite: www.hach.com	5 of 5 HACH520354 Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

GRDA Extraordinary Power Cost Background

Grand River Dam Authority (GRDA) has provided their plan to collect the extraordinary costs incurred during the February 2021 winter storm event. The GRDA Board of Directors approved an updated Power Cost Adjustment (PCA) rate schedule at their August 12, 2021 meeting which includes the recovery of the Extraordinary Power Costs (EPC) incurred during the February Winter Storm Event. In addition, the Board of Directors approved the total amount of the EPC to be \$102,338,191. KMEA's share of this amount is \$7,306,201.

GRDA has provided several options for KMEA to pay our share of the costs and have agreed that we can utilize more than one option if so desired. Therefore, each City can select from the following 3 options:

Option 1 - Lump Sum Payment

Under this option, the City would pay their share of the costs in a one lump sum payment. Under this option, the City would not be responsible for any additional carrying costs for financing by GRDA. The City cost would be included on KMEA's October invoice to the City (which is due in November).

Option 2 – 12 Month Payment

Under this option, the City would pay their share of the costs over a 12 month period (12 installments). Under this option, the City would not be responsible for any additional carrying costs for financing by GRDA. KMEA would bill 1/12 of the City's cost each month for 12 consecutive months starting with the KMEA October invoice to the City (which is due in November).

Option 3 – 52 Month Payment

Under this option, the City would pay their share of the costs over a 52 month period (52 installments). Under this option, the City would be responsible for the additional carrying costs for financing by GRDA. GRDA will be financing the costs for customers that select this option and will pass along the actual cost of this financing. KMEA would bill 1/52 of the City's cost each month for 52 consecutive months starting with the KMEA's December invoice (which is due in January).

Attached is a table showing each City's share of the costs under the 3 options. Please note that option 3 is an estimate since we won't know the carrying costs number until after GRDA has completed their financing for such amounts.

Attached is a form for each City to fill out selecting which option they want to utilize. Please fill out this form and return to Neal Daney by September 24, 2021.

Please contact Neal Daney, Sam Mills or Jennifer Moore if you have any questions or if we can help with the decision.

Thank you

GRDA Winter Storm Cost Recovery Method Agreement

By signing this form, the City agrees to the selected method below for paying their Extraordinary Power Costs (EPC) for the Grand River Dam Authority (GRDA) contract during the winter storm in February.

- ☐ **Lump Sum Payment:** The City agrees to pay their share of the total amount of the EPC in one lump sum payment. This method does not accrue carrying costs for securitization financing.
- ☐ **12 Month Payment:** The City agrees to pay their share of the EPC in 12 monthly payments. This method does not accrue additional carrying costs
- ☐ **52 Month Payment:** The City agrees to pay their share of the EPC in 52 monthly payments. This method does accrue carrying costs for securitization or similar financing.

City of Neodesha

Signature

Mayor
Title

\$102,388,191	Total cost to GRDA as of 7/7 from Feb. event
7.14%	KMEA share of GRDA total Feb. Cost
\$7,306,201	Est. total impact for KMEA (Feb 2021 GRDA)
\$7,716,201	Over 52 months @ ~2.5% Interest Rate

	% of 63 MW Feb Allocation	Feb MWhs	Upfront Payment with no Amort. Option #1	Amort. over 52 months with ~2.5% IR (Total \$) Option #2	Over 12 months with no carrying costs Option #3
EMP1					
Baldwin City	3.57%	1,512	\$260,936	\$275,579	\$5,300
Gardner	10.71%	4,536	\$782,807	\$826,736	\$15,899
Garnett	3.57%	1,512	\$260,936	\$275,579	\$5,300
Osawatomie	3.57%	1,512	\$260,936	\$275,579	\$5,300
Ottawa	14.29%	6,048	\$1,043,743	\$1,102,314	\$21,198
EMP1 Subtotals	35.71%	15,120	\$2,609,358	\$2,755,786	\$52,996
EMP3					
Girard	3.57%	1,512	\$260,936	\$275,579	\$5,300
Holton	3.57%	1,512	\$260,936	\$275,579	\$5,300
Horton	1.19%	504	\$86,979	\$91,860	\$1,767
Neodesha	3.57%	1,512	\$260,936	\$275,579	\$5,300
Osage City	3.27%	1,386	\$239,133	\$252,552	\$4,857
Sterling	1.79%	756	\$130,468	\$137,789	\$2,650
Wamego	3.57%	1,512	\$260,936	\$275,579	\$5,300
EMP3 Subtotals	20.53%	8,694	\$1,500,323	\$1,584,516	\$30,471
EMP2					
Ashland	0.60%	252	\$43,489	\$45,930	\$883
Beloit	4.76%	2,016	\$347,914	\$367,438	\$7,066
Hoisington	2.38%	1,008	\$173,957	\$183,719	\$3,533
Lincoln	1.19%	504	\$86,979	\$91,860	\$1,767
Osborne	1.19%	504	\$86,979	\$91,860	\$1,767
Russell	2.38%	1,008	\$173,957	\$183,719	\$3,533
Sharon Spgs	0.60%	252	\$43,489	\$45,930	\$883
Stockton	0.60%	252	\$43,489	\$45,930	\$883
Washington	0.60%	252	\$43,489	\$45,930	\$883
EMP2 Subtotals	14.29%	6,048	\$1,043,743	\$1,102,314	\$21,198
MWE					
Larned	2.38%	1,008	\$173,957	\$183,719	\$3,533
SEG					
Fredonia	1.79%	756	\$130,468	\$137,789	\$2,650
REMC					
Pratt	7.14%	3,024	\$521,872	\$551,157	\$10,599
Subtotals	11.31%	4,788	\$826,297	\$872,666	\$16,782
KPP					
Ellinwood	1.79%	756	\$130,468	\$137,789	\$2,650
Augusta	4.76%	2,016	\$347,914	\$367,438	\$7,066
Erie	0.89%	378	\$65,292	\$68,956	\$1,326
Wellington	3.57%	1,512	\$260,936	\$275,579	\$5,300
Winfield	7.14%	3,024	\$521,872	\$551,157	\$10,599
KPP Subtotals	18.16%	7,686	\$1,328,481	\$1,400,919	\$26,941
KMEA Totals	100%	42,336	\$7,306,201	\$7,716,201	\$148,388

\$ 608,850