

Agenda

City Commission of the City of Neodesha, KS

October 27, 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 October 13, 2021 Minutes
- Approval of October 16, 2021 Special Call Minutes
- Appropriation (2021) 18
- Raw Water Project Bond Appropriation 95
- Gas Line Project Appropriation 32

Item 4: Business Items to Consider

- A. Ordinance: Amending Code of Ethics
- B. Ordinance: AT&T Franchise Agreement
- C. Public Hearing: Dangerous Structures 1015 Oak Street
- D. Resolution: Dangerous Structures 1015 Oak Street
- E. Resolution: Dangerous Structures 105 N 5th Street
- F. Resolution: Dangerous Structures 415 N 6th Street
- G. Resolution: Dangerous Structures 1017 Church Street
- H. Resolution: Dangerous Structures 1529 N 1st Street
- I. Resolution: Dangerous Structures 1632 N 3rd Street
- J. Request for Donation of Property: Get Fit Building; Wilson Medical Center

Item 5: Date/Time of Next Regular Meeting

Wednesday, November 10, 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

October 27, 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: Amending Code of Ethics

Staff has been advised by our Gas Line project consultant from Ranson Financial, that a CDBG requirement is for the City to have a Code of Ethics that contains a reference to penalties. The City has a Code of Ethics Ordinance, but our code does not have a reference to penalties. In this draft ordinance, we have included the suggested penalty text from the KS Dept. of Commerce.

RECOMMENDED MOTION: *I move to approve Ordinance 1753, amending the City's Code of Ethics Ordinance.*

4.B: Ordinance: AT&T Franchise Agreement

Staff has received a draft franchise agreement from AT&T. This draft has been reviewed and modified by our City Attorney. AT&T has accepted our revisions. The Commission is asked to consider approving a new AT&T franchise agreement.

RECOMMENDED MOTION: *I move to approve Ordinance 1754, establishing a franchise agreement with AT&T.*

4.C: Public Hearing: Dangerous Structures 1015 Oak Street

On September 8, 2021, the Commission approved Resolution 21-27, to set a public hearing date, October 27, 2021, to show cause why the structures located at 1015 Oak Street should not be ordered repaired or demolished as unsafe or dangerous structures. For this agenda item, the Commission will conduct a public hearing for the property located at 1015 Oak Street.

RECOMMENDED MOTION: *N/A*

4.D: Resolution: Dangerous Structures 1015 Oak Street

Depending on the outcome of agenda item 4C, The Commission is asked to approve Resolution 21-29, to declare the property as unsafe or dangerous, and directing the repair or removal of the structures, making the property safe and secure.

RECOMMENDED MOTION: *I move to approve Resolution 21-29 declaring the property located at 1015 Oak Street as unsafe or dangerous, and allow the property owner _____ days to repair or remove the structures and make the property safe and secure.*

4.E: Resolution: Dangerous Structures 105 N. 5th Street

The Commission is asked to consider Resolution 21-30, calling for a Public Hearing, December 22, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 105 N. 5th Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 21-30 setting a public hearing for December 22, 2021 as presented.*

4.F: Resolution: Dangerous Structures 415 N. 6th Street

The Commission is asked to consider Resolution 21-31, calling for a Public Hearing, December 22, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 415 N. 6th Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 21-31 setting a public hearing for December 22, 2021 as presented.*

4.G: Resolution: Dangerous Structures 1017 Church Street

The Commission is asked to consider Resolution 21-32, calling for a Public Hearing, December 22, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 1017 Church Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 21-32 setting a public hearing for December 22, 2021 as presented.*

4.H: Resolution: Dangerous Structures 1529 N. 1st Street

The Commission is asked to consider Resolution 21-33, calling for a Public Hearing, December 22, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 1529 N. 1st Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 21-33 setting a public hearing for December 22, 2021 as presented.*

4.I: Resolution: Dangerous Structures 1632 N. 3rd Street

The Commission is asked to consider Resolution 21-34, calling for a Public Hearing, December 22, 2021, 2pm, in the Commission Chambers, to show cause why the structure located at 1632 N. 3rd Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 21-34 setting a public hearing for December 22, 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 tabled by the Commission on August 25, 2021 to determine if the hospital has any interest in purchasing the building. This topic was last tabled by the Commission September 8, 2021, to consult with an attorney regarding any potential ethical considerations. Our best legal advice is that there are no statutory conflicts of interest in donating the building to Wilson Medical Center.

RECOMMENDED MOTIONS: *To Be Determined...*

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, October 13, 2021 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

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

Commission and Administrator Reports were heard.

Community Development Director report was heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the consent agenda as presented consisting of the minutes from the September 22, 2021 Commission Meeting; minutes from the September 29, 2021 Special Call Meeting; minutes from the October 6, 2021 Special Call Meeting; Appropriation (2021) 17; and Gas Line Project Appropriation 31. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding an Ordinance renaming the Norman #1 Museum. Discussion held.

ORDINANCE NO. 1752

AN ORDINANCE OFFICIALLY RENAMING THE NORMAN # 1 MUSEUM, LOCATED AT 103 S 1ST STREET, NEODESHA, KANSAS.

WHEREAS, K.S.A. 12-101 *et seq.*, and the Kansas Constitution authorize the Governing Body of the City of Neodesha, Kansas, to transact all City business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate or administrative powers, and

WHEREAS, the City of Neodesha, Kansas, controls and manages the Norman #1 Museum for the use and benefit of the citizens of Neodesha, and

WHEREAS, the Norman # 1 Museum located at 103 S 1st Street, Neodesha, Kansas, is being renamed to more accurately reflect its mission and purpose; now therefore

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

Section 1: Pursuant to its statutory authority, the Governing Body of the City of Neodesha, Kansas, hereby renames the Norman # 1 Museum, located at 103 S 1st Street, Neodesha, Kansas, as the "Neodesha Historical Museum", described as follows:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52, CITY OF NEODESHA, RUNNING THENCE EAST 25 FEET, THENCE SOUTH 300 FEET, THENCE WEST 25 FEET, THENCE NORTH 300 FEET TO A POINT OF BEGINNING, ALSO LOTS 1, 2, AND 3, LOCATED IN BLOCK 52, IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS. LESS BEGINNING AT THE NORTHWEST CORNER OF BLOCK FIFTY-TWO (52), CITY OF NEODESHA, THENCE EAST 70 FEET, THENCE SOUTH 36 FEET, THENCE WEST 70 FEET, THENCE NORTH 36 FEET TO THE POINT OF BEGINNING, WILSON COUNTY KANSAS;

Section 2: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 3: EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Commissioner Moffatt moved to approve Ordinance 1752 renaming the Norman #1 Museum as the Neodesha Historical Museum. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the consideration of a zoning variance for the property located at 208 Wisconsin. This item was previously tabled from the September 22, 2021 Commission Meeting. Discussion held.

Commissioner Nichol moved to approve the variance for separation distances for 208 Wisconsin Street. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of cemetery lots from the American Legion. Discussion held.

Commissioner Moffatt moved to approve the purchase of 176 cemetery lots from the American Legion at a cost not to exceed \$5,000. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of the transfer of eight (8) properties to the Neodesha Housing Authority. The transfer of each of these properties will be for "no" consideration. Discussion held.

Commissioner Nichol to approve the deed transfer of the Fir Annex property to the Neodesha Housing authority. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to approve the deed transfer of the property located at 502 S. 4th Street to the Neodesha Housing authority. Seconded by Commissioner Nichol. Motion carried. *(continued on next page)*

Commissioner Nichol moved to approve the deed transfer of the property located at 505 S. 4th Street to the Neodesha Housing authority. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to approve the deed transfer of the property located at 402 S. 5th Street to the Neodesha Housing authority. Seconded by Commissioner Nichol. Motion carried.

Commissioner Nichol moved to approve the deed transfer of the property located at 501 S. 5th Street to the Neodesha Housing authority. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to approve the deed transfer of the property located at 118 S. 6th Street to the Neodesha Housing authority. Seconded by Commissioner Nichol. Motion carried.

Commissioner Nichol moved to approve the deed transfer of the property located at 203 S. 7th Street to the Neodesha Housing authority. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to approve the deed transfer of the property located at 809 Wisconsin Street to the Neodesha Housing authority. Seconded by Commissioner Nichol. Motion carried.

The Governing Body welcomed Mr. Jim Jackson for a discussion on placing “bat boxes” on utility poles in the area of Riverwalk Park. The Lions Club is partnering with students at Heller Elementary who are building the boxes. These boxes will provide a habitat for the bats which are known to eat copious amounts of mosquitos. Discussion held.

Commissioner Nichol moved to approve the placement of three (3) bat box poles in Riverwalk Park. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the resignation of a Public Works Department employee. Discussion held.

Commissioner Nichol moved to accept the resignation of Hunter Mahaffey, effective October 4, 2021. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the resignation of an Electric Department employee. Rick Ratzlaff has announced his retirement from the City effective October 29, 2021. Discussion held.

Commissioner Moffatt moved to accept the resignation of Rick Ratzlaff, due to his retirement, effective October 29, 2021. Seconded by Commissioner Nichol. Motion carried. The City of Neodesha extends their best wishes and enjoyment upon his retirement.

At 3:00 p.m. Commissioner Nichol requested a 5-minute recess. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording paused.

At 3:05 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 Nichol moved to recess to an Executive Session including the Governing Body, City Administrator, Interim Public Works Director Paul Ramey; and the 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 3:15 p.m. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 3:15 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.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator; and the 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 3:35 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 3:35 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 the 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 3:45 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 3:45 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.

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Commissioner Moffatt moved to extend the Executive Session including the Governing Body, City Administrator; and the 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 4:00 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.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, October 27, 2021 at 2:00 p.m.

At 4:03 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
October 15, 2021

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Saturday, October 16, 2021 at 10:00 a.m. at Memorial Park for the following purposes:

1. 1971 & 2021 Time Capsule Encasement Dedication Ceremony

The Board of Commissioners met in a Special Call Session Saturday, October 16, 2021 at 10:00 a.m., with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

The Governing Body welcomed members of the 2021 Time Capsule committee and citizens of the community for the Dedication Ceremony of the 1971 & 2021 Time Capsule. Gary Larson began the ceremony with prayer. Mayor Johnson read aloud the letter to the future 2071 Mayor of Neodesha that has been enclosed in the 2021 time capsule. Erica Johnson and Dr. Lloyd Baumwart expressed their thanks and thoughts to all, Chris Bauman and Janice Reece reflected upon history, community pride and the hard work and dedication of the committee members.

At 10:25 a.m. Commissioner Moffatt moved to adjourn the meeting. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

ORDINANCE NO 18

10/27/2021

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	603.43	69522	10/27/2021
A T & T	PHONE CHARGES	208.55	69523	10/27/2021
ADVANCE INSURANCE COMPANY	NOVEMBER PREMIUMS	486.07	69525	10/27/2021
AIRGAS USA LLC	GLOVES,SFTY GLASSES	884.46	69526	10/27/2021
AMERICAN LAW ENFORCEMENT	RADAR CERTIFICATIONS	240.00	69527	10/27/2021
ARMOR EQUIPMENT	FILTER ELEMENT/LED LIGHTS	372.38	69528	10/27/2021
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	556.32	69529	10/27/2021
CALLTOWER	PHONE CHARGES	315.21	69530	10/27/2021
CINTAS	FIRST AID SUPPLIES	379.23	69531	10/27/2021
D & D AUTO REPAIR & ALIGNMENT	PD VEHICLE MAINTENANCE	390.62	69532	10/27/2021
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 11/21	50.00	69533	10/27/2021
HACH COMPANY	LAB SUPPLIES	362.43	69534	10/27/2021
INDUSTRIAL SALES COMPANY INC	2' & 3' DRISCO CAPS	55.82	69535	10/27/2021
LANDIS+GYR TECHNOLOGY INC	AUTOMATED WATER METERS	21,900.00	69536	10/27/2021
MELS PRINTING	LET'S TALK FLYERS	658.70	69537	10/27/2021
MIDWEST COMPUTER SALES	IT SERVICES	160.00	69538	10/27/2021
OFFICE OF THE STATE FIRE MARSH	BOILER PERMIT	90.00	69539	10/27/2021
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICES	1,439.30	69540	10/27/2021
PITNEY BOWES	POSTAGE FOR METER	1,000.00	69541	10/27/2021
PRIORITY POWER	SEPTEMBER BILLING	1,000.00	69542	10/27/2021
QUILL CORPORATION	OFFICE SUPPLIES	151.44	69543	10/27/2021
REYNOLDS PLUMBING & ELECTRIC	ICE MACHINE INSTALLATION	122.00	69544	10/27/2021
SANDBAGGER GOLF & TURF	MOWER PARTS	97.30	69545	10/27/2021
SENSIT TECHNOLOGIES	PARTS/REPAIR/CALIBRATION	716.99	69546	10/27/2021
SPARKLIGHT	INTERNET SERVICE	92.49	69547	10/27/2021
STARBUCK TRUCKING LLC	PROPERTY CLEANUP FEES	7,722.90	69548	10/27/2021
T & R ELECTRIC INC	MOUNTS	2,140.00	69549	10/27/2021
TBS ELECTRONICS INC	RADIO INSTALL/BATTERY	2,767.60	69550	10/27/2021
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	1,361.07	69551	10/27/2021

UNIFIRST CORPORATION	UNIFORM SERVICE	1,305.15	69552	10/27/2021
WHISTLER BUILDING SUPPLY	2 LOCK CYLINDERS	187.00	69553	10/27/2021
WILSON COUNTY COORDINATOR	LANDFILL CHARGES	80.00	69554	10/27/2021

****TOTAL****

47,896.46

ACH ELECTRIC ENERGY STATEMENTS BILLED SEPTEMBER & OCTOBER 2021

KMEA - SPA Hyrdro Project	August 2021 Service	4,198.05
KMEA - GRDA Power Supply Project	October 2021 Service	84,560.94
KMEA - Energy Mgmt Project No 3	August 2021 Service	139,706.66

KMEA - SPA Hyrdro Project	September 2021 Service	3,370.09
KMEA - GRDA Power Supply Project	November 2021 Service	107,368.79
KMEA - Energy Mgmt Project No 3	September 2021 Service	97,747.26

TOTAL ACH Electric Energy Statements

436,951.79

**RAW WATER PROJECT BOND
APPROPRIATION 95
October 27, 2021**

Vendor	Invoice No	Check No	Amount	Description
Maguire Iron Inc	PR 10	1244	27,032.25	Construction
Tri-Star Utilities Inc	PR 5	1245	146,865.25	Construction
GRAND TOTAL			<u>173,897.50</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Contractor's Application for Payment No. 10

Application Period: 08/01/2021 - 08/31/2021	Application Date: 8/31/2021
To (Owner): City of Neodesha, KS	Via (Engineer): Professional Engineering Consultants
From (Contractor): Maguire Iron, Inc.	
Project: New 200,000 Gallon Elevated Water Storage Tank	Contract:
Owner's Contract No.: N/A	Engineer's Project No.: 35-180004-012-2005
Contractor's Project No.: N/A	

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 1,171,000.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 + 2).....	\$ 1,171,000.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 933,400.00
			5. RETAINAGE:	
			a. 5% X \$933,400.00 Work Completed.....	\$ 46,670.00
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 46,670.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 886,730.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 859,697.75
			8. AMOUNT DUE THIS APPLICATION.....	\$ 27,032.25
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 284,270.00
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

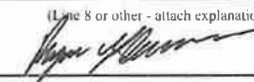
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 8/31/2021

Payment of: \$ 27,032.25
(Line 8 or other - attach explanation of the other amount)

is recommended by:  10/11/2021
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

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

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): New 200,000 Gallon Elevated Water Storage Tank				Application Number: 10				
Application Period: 08/01/2021 - 08/31/2021				Application Date: 8/31/2021				
		B	Work Completed		E	F		G
A	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)		
Item No.	Description	Scheduled Value (\$)					From Previous Application (C-D)	This Period
1	200,000 Gallon EST							
1.1	Design Drawings, Insurance, Bonds	\$75,000.00	\$75,000.00		\$75,000.00	100.0%		
1.2	Foundation	\$194,000.00	\$194,000.00		\$194,000.00	100.0%		
1.3	Steel Receipt	\$79,000.00	\$79,000.00		\$79,000.00	100.0%		
1.4	Shop Fabrication	\$268,250.00	\$268,250.00		\$268,250.00	100.0%		
1.5	Shop Preparation and Painting	\$15,000.00	\$15,000.00		\$15,000.00	100.0%		
1.6	Steel Delivery	\$15,000.00	\$15,000.00		\$15,000.00	100.0%		
1.7	EST Erection	\$143,000.00	\$143,000.00		\$143,000.00	100.0%		
1.8	Field Painting	\$80,000.00	\$80,000.00		\$80,000.00	100.0%		
1.9	Electrical	\$51,000.00	\$29,695.00	\$21,305.00	\$51,000.00	100.0%		
2	Little Bear Tank Rehab	\$190,000.00					\$190,000.00	
3	Concrete Pavement	\$7,150.00		\$7,150.00	\$7,150.00	100.0%		
4	Fencing	\$6,600.00					\$6,600.00	
5	Erosion Control	\$500.00	\$250.00		\$250.00	50.0%	\$250.00	
6	Site Clearing and Restoration	\$1,500.00	\$750.00		\$750.00	50.0%	\$750.00	
7	Demolition	\$40,000.00					\$40,000.00	
A2	Water Tower Logo	\$5,000.00	\$5,000.00		\$5,000.00	100.0%		
	Totals	\$1,171,000.00	\$904,945.00	\$28,455.00	\$933,400.00		\$237,600.00	

**Contractor's Application for Payment No.****5**

Application Period: 5/1/2021 - 8/25/2021		Application Date: 8/25/2021
To (Owner): City of Neodesha	From (Contractor): Tri-Star Utilities, Inc.	Via (Engineer): PEC
Project: Neodesha LS & SS Improvements, West Granby Business Park & Wilson Medical Center	Contract:	
Owner's Contract No.:	Contractor's Project No.: 269SKS	Engineer's Project No.:

Application For Payment**Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 1,351,040.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 + 2).....	\$ 1,351,040.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 1,165,230.00
			5. RETAINAGE:	
			a. 5% X \$1,165,230.00 Work Completed.....	\$ 58,261.50
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 58,261.50
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,106,968.50
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 960,103.25
			8. AMOUNT DUE THIS APPLICATION.....	\$ 146,865.25
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 244,071.50
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances), and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor SignatureBy: Ruth Bechtel Date: 10/7/2021

Payment of: \$ 146,865.25
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 10/11/2021
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

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

Contractor's Application

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

**CDBG/USDA GAS LINE GRANT
APPROPRIATION 32
October 27, 2021**

Vendor	Invoice No	Check No	Amount	Description
NPL Construction	92040915	1149	4,680.00	Construction
NPL Construction	99998521	1149	2,102.78	Construction
Attorney General's Office	LG-21-001472	1150	165.00	Administration
GRAND TOTAL			<u>6,947.78</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk



NPL Construction Co.
19820 North 7th Avenue Suite 120
Phoenix, AZ 85027

Invoice

92040915

Date:03/14/2021

To: CITY OF NEODESHA
1407 N. 8TH ST.
NEODESHA, KS 66757

Attn:

Contract No: CITY OF NEODESHA PLU
Description : CITY OF NEODESHA, PLUMBER
HOURLY
Terms : Net due in 30 days
Location : 777000158252

"QUALITY, SAFETY, BEST COST"

Work Performed		Units	UoM	\$ Unit Price	\$ Total
Work code	Description				
NEODESHA PLUMBER	PLUMBER HOURLY	36.000	HR	130.00	4,680.00
Total					4,680.00
Taxes					0.00
Invoice Total					\$4,680.00

Approved By _____ Approved By _____



NPL Construction Co.
19820 North 7th Avenue Suite 120
Phoenix, AZ 85027

Invoice

92048451

Date: 03/28/2021

To: CITY OF NEODESHA
1407 N. 8TH ST.
NEODESHA, KS 66757

Attn:

Contract No: CITY OF NEODESHA PLU
Description : CITY OF NEODESHA, PLUMBER
HOURLY
Terms : Net due in 30 days
Location : 777000158252

"QUALITY, SAFETY, BEST COST"

Work Performed		Units	UoM	\$ Unit Price	\$ Total
Work code	Description				
NEODESHA PLUMBER	PLUMBER HOURLY	18.000	HR	130.00	2,340.00
Total					2,340.00
Taxes					0.00
Invoice Total					\$2,340.00

Approved By _____ Approved By _____



NPL Construction Co.
19820 North 7th Avenue Suite 120
Phoenix, AZ 85027

Invoice
92055634

Date:04/11/2021

To: CITY OF NEODESHA
1407 N. 8TH ST.
NEODESHA, KS 66757

Attn:

Contract No: CITY OF NEODESHA PLU
Description : CITY OF NEODESHA, PLUMBER
HOURLY
Terms : Net due in 30 days
Location : 777000158252

"QUALITY, SAFETY, BEST COST"

Work Performed		Units	UoM	\$ Unit Price	\$ Total
Work code	Description				
NEODESHA PLUMBER	PLUMBER HOURLY	16.000	HR	130.00	2,080.00
Total					2,080.00
Taxes					0.00
Invoice Total					\$2,080.00

Approved By _____ Approved By _____

Jesse Chamley

From: Marla Spielman
Sent: Friday, July 16, 2021 11:06 AM
To: Brent Wheeler
Cc: Shelby Kitchen; Jesse Chamley; Marla Spielman
Subject: Aging Invoices - City of Neodesha
Attachments: NEODESHA 92040915_001.pdf; NEODESHA 92048451_001.pdf; NEODESHA 92055634_001.pdf

Importance: High

Hello Brent,

Can you please provide me with the status of the 3 invoices that are all aging? We added one to the aging since last month. I don't believe I ever got a response last month on the other two. Thanks!

92040915 - 3/14	\$ 4,680.00	} \$ 9,100.00
92048451 - 3/28	\$ 2,340.00	
92055634 - 4/11	\$ 2,080.00	

From: Marla Spielman <mspielman@gonpl.com>
Sent: Thursday, June 10, 2021 11:24 AM
To: Brent Wheeler <bwheeler@neodeshaks.org>
Cc: Marla Spielman <mspielman@gonpl.com>; Shelby Kitchen <skitchen@gonpl.com>; Jesse Chamley <jchamley@gonpl.com>
Subject: Aging Invoices - City of Neodesha

Hello Brent,

The attached 2 invoices are currently aging at 88 and 74 days old. Can you please provide me with the status on these? Thanks!

92040915
92048451

Marla Spielman

Accounting Services Lead

mspielman@GoNPL.com

Office 785-232-0034 **Extension** 77712

Fax 785-232-4233

1120 NW Hwy 24 | Topeka KS 66608 | www.GoNPL.com

Jesse Chamley

From: Marla Spielman
Sent: Thursday, June 10, 2021 11:24 AM
To: Brent Wheeler
Cc: Marla Spielman; Shelby Kitchen; Jesse Chamley
Subject: Aging Invoices - City of Neodesha
Attachments: NEODESHA 92040915_001.pdf; NEODESHA 92048451_001.pdf

Hello Brent,

The attached 2 invoices are currently aging at 88 and 74 days old. Can you please provide me with the status on these? Thanks!

92040915

92048451

Marla Spielman

Accounting Services Lead

mspielman@GoNPL.com

Office 785-232-0034

Extension 77712

Fax 785-232-4233

1120 NW Hwy 24 | Topeka KS 66608 | www.GoNPL.com



THINK AHEAD



NPL Construction Co.
19820 North 7th Avenue Suite 120
Phoenix, AZ 85027

Invoice

99998521

Date:04/04/2021

To: CITY OF NEODESHA
1407 N. 8TH ST.
NEODESHA, KS 66757

Attn:

Contract No: CITY OF NEODESHA
Description : CITY OF NEODESHA, GAS
DISTR SYSTEM

Terms : Due in 30 days

Location : 77700191515

"QUALITY, SAFETY, BEST COST"

Work Performed		Units	UoM	\$ Unit Price	\$ Total
Work code	Description				
SUPPLIES	PIPEOUT SUPPLIES	1.000	UNT	2,102.78	2,102.78

Total 2,102.78

Taxes 0.00

Invoice Total \$2,102.78

Approved By _____ Approved By _____



1120 NW US Highway 24
Topeka, KS 66608
Office 785.232.0034
Fax 785.232.4233
www.GoNPL.com

Customer Name - **CITY OF
NEODESHA**
Two Rivers. No Limits

Job # - 158

Customer Work Order # -

Phase # - 252

Invoice Location City of Neodesha

Foreman Name - T. Bales

DPR date	Contract Code	units	Price/unit	Value
Neodesha Gas				
1/29/2021	Pipeout supplies	1	41.09	41.09
				0.00
2/4/2021	Pipeout supplies	1	\$28.33	28.33
				0.00
2/26/2021	Pipeout supplies	1	\$83.71	83.71
				0.00
3/23/2021	Pipeout supplies	1	\$598.21	598.21
				0.00
3/25/2021	Pipeout supplies	1	\$877.55	877.55
				0.00
3/30/2021	Pipeout supplies	1	\$299.93	299.93
				0.00
4/5/2021	Pipeout supplies	1	\$173.96	173.96
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

CIRCLE ONE

Take UNBILLED

BILLOUT

TOTAL \$ 2,102.78

Superintendent's Signature

Jesse Chamley



Remit To:
 Locke Supply Co.
 P.O. Box 24980
 Oklahoma City, OK 73124-0980
 405-631-9756

1010725538

INVOICE DATE	INVOICE NUMBER
01/29/21	42357922-00
P.O. NUMBER	CUSTOMER NUMBER
191-515	36303

Selling Branch:

052 PL CHANUTE
 Locke Supply
 1502 W CHERRY ST
 CHANUTE, KS 66720-1197
 (620)431-6260/

BILL TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

SHIP TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

Kai

INSTRUCTIONS		TERMS	SHIP POINT		SHIP VIA		SHIP DATE
		5%10hNT25th	052 PL CHANUTE		Customer PU		01/27/21
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
1	m1864 1/2 PINT PIPE THREAD SEALANT WITH PTFE MILL-ROSE 76003	1	0	1	each	12.10	12.10
2	m0777 1 PT. #5 PIPE THREAD SEALANT 25431	1	0	1	each	22.06	22.06
3	f2047 2X1-1/4 BLACK 90 ELL USA	2	2	0	EACH	12.94	0.00
4	d0541 1 1/2 X 12 PVC FLG TAILPIEC	3	0	3	each	1.12	3.36
4	Lines Total	Qty Shipped Total		5	Total Taxes Balance Due:		37.52 3.57 41.09
<div>Vendor # <u>9944713</u></div> <div>G/L <u>5860</u></div> <div>Job/Phase <u>191-515</u></div> <div>Unit # _____</div> <div>2021 FEB 1 2021</div> <div>Amount <u>41.09</u></div> <div>Approved <u>KD</u></div> <div>DATE <u>2-4-21</u></div> <div>V/E Date <u>2/7/21</u></div>							

TO VIEW ONLINE GO TO:

<http://lockesupply.billtrust.com>

USE THIS ENROLLMENT TOKEN:

MWL PMZ KDB

Cash Discount 1.88 If Paid By 03/10/21



Remit To:
 Locke Supply Co.
 P.O. Box 24980
 Oklahoma City, OK 73124-0980
 405-631-9766

101075541

INVOICE DATE	INVOICE NUMBER
02/04/21	42357922-01
P.O. NUMBER	CUSTOMER NUMBER
191-515	36303

Selling Branch:
 052 PL CHANUTE
 Locke Supply
 1502 W CHERRY ST
 CHANUTE, KS 66720-1197
 (620)431-6260/

BILL TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

129

SHIP TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

Kai

INSTRUCTIONS		TERMS	SHIP POINT		SHIP VIA		SHIP DATE
		5%10thNT25lh	052 PL CHANUTE		Customer PU		02/04/21
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
3	12047 2X1-1/4 BLACK 90 ELL USA	2	0	2	EACH	12.94	25.88
1	Lines Total		Qty Shipped Total	2	Total Taxes Balance Due:		25.88 2.45 28.33
<div>Vendor # <u>9944713</u></div> <div>G/L <u>5800</u></div> <div>Job/Phase <u>191-515</u></div> <div>Unit # _____</div> <div>2021 FEB 5 2021</div> <div>Amount <u>28.33</u></div> <div>Approved <u>jc</u></div> <div>Date <u>2/10</u></div> <div>WE Date <u>2/14</u></div>							

TO VIEW ONLINE GO TO: <http://lockesupply.billtrust.com>
 USE THIS ENROLLMENT TOKEN: MWL PMZ KDB

Cash Discount 1.29 If Paid By 03/10/21

1010735647



Character. Customer Service, Employee Owned

Remit To:
 Locke Supply Co.
 P.O. Box 24980
 Oklahoma City, OK 73124-0980
 405-631-9756

92

INVOICE DATE	INVOICE NUMBER
02/26/21	42613237-00
P.O. NUMBER	CUSTOMER NUMBER
	36303

Selling Branch:

052 PL CHANUTE
 Locke Supply
 1502 W CHERRY ST
 CHANUTE, KS 66720-1197
 (620)431-6260/

5800
62.10
6840
21.61

BILL TO:

Vendor # 9944713
 G/L 5800/6840
 Job/Phase 191-515
 Unit # _____

MAR 1 2021

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

Amount 83.71 ✓
 Approved JL
 Date 3/3
 WE Date 3/7

SHIP TO:
 NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

Lesse?

INSTRUCTIONS		TERMS	SHIP POINT			SHIP VIA		SHIP DATE
		5%10thNT25th	052 PL CHANUTE			Customer PU		02/26/21
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)	
1	f1265 1 X 3/4 BLACK 90 ELL USA 1x3/4 BLKMI 90 ELL	3	0	3	each	5.16	15.48	
2	F0435 1" BLACK PLUG MALLEABLE	5	0	5	each	1.23	6.15	
3	f0435 1" BLACK PLUG MALLEABLE	40	40	0	each	1.23	0.00	
4	m0451 1/2 BR GAS STOP LVR HDL GBV1/2	1	0	1	each	3.18	3.18	
5	m0452 3/4 BR GAS STOP LVR HDL GBV3/4	1	0	1	each	5.16	5.16	
6	m1427 1" IP BALL VALVE W/STAIN LESS STEEL HANDLE THUMB TYPE SS GRIP HANDLE "BOWTIE"	1	0	1	each	26.74	26.74	
7	12126 6108RCT 6" LAZOR CT CARBIDE CAST IRON RECIP	1	0	1	each	9.77	9.77	
8	10984 22L 1 3/8 HOLE SAW LEN 3002222L	1	0	1	each	9.96	9.96	
9	f1255 1 BLACK 90 ELL USA 1 BLK MI 90 ELL	80	80	0	each	4.64	0.00	
9	Lines Total	Qty Shipped Total		13	Total Taxes Balance Due:	76.44 7.27 83.71		

TO VIEW ONLINE GO TO:

<http://lockesupply.billtrust.com>

USE THIS ENROLLMENT TOKEN:

MWL PMZ KDB

Cash Discount 3.82 If Paid By 04/10/21

1010756156



Character, Customer Service, Employee Owned

Remit To:
 Locke Supply Co.
 P.O. Box 24980
 Oklahoma City, OK 73124-0980
 405-631-9756

204

INVOICE DATE	INVOICE NUMBER
03/23/21	4284120403
P.O. NUMBER	CUSTOMER NUMBER
	36303

Selling Branch:

052 PL CHANUTE
 Locke Supply
 1502 W CHERRY ST
 CHANUTE, KS 66720-1197
 (620)431-6260/

Vendor # 5500773
 G/L 5800
 Job/Phase 158-252
 Unit # _____

BILL TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

Amount 598.21
 Approved Rg
 Date 4-7-21
 WE Date 4/10/21

MAR 23 2021

SHIP TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

Kai

INSTRUCTIONS		TERMS	SHIP POINT		SHIP VIA		SHIP DATE
		5%10lhNT25th	052 PL CHANUTE		Customer PU		03/23/21
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
1	F1035 FSP-11-50 3/4 X 50' CSST FLASHSHIELD	50	0	50	each	400.15	200.08
2	f0765 3/4 X 12 BLACK NIPPLE	2	0	2	each	4.35	8.70
3	f0702 3/4 X 10 BLACK NIPPLE	2	0	2	each	4.00030	8.00
4	f1046 FSFTG-11-24 3/4 STR FTG X NPT FLASHSHIELD	4	0	4	each	17.14	68.56
5	f1051 FSFTGFM-11-8-24 3/4 STR FTG X 1/2 FEM NPT FLASH	2	0	2	each	18.30	36.60
6	f0878 3/4" FLARING TEE /FITS FLASHSHIELD & GASTITE	1	0	1	each	63.43	63.43
7	f0912 3/4" X 6" STUB OUT F/ GASTITE	1	0	1	each	14.64	14.64
8	f1265 1 X 3/4 BLACK 90 ELL USA 1x3/4 BLKMI 90 ELL	2	0	2	each	5.16	10.32
9	T2888 STRP4-8-11-24 STRIPPING TOOL F/ 1/2" & 3/4" FS	1	0	1	each	16.69	16.69
10	f0239 3/8 - 1" FLAT ROLLER CUTTER	1	0	1	each	63.02	63.02
11	f1019 3/4" A53 STD T/C BLK PIPE DOMESTIC	21	0	21	each	268.00	56.28
11	Lines Total	Qty Shipped Total		87	Total Taxes Balance Due:	546.32 51.89 598.21	

TO VIEW ONLINE GO TO: <http://lockesupply.blitrust.com>

USE THIS ENROLLMENT TOKEN: MWL PMZ KDB

Cash Discount 27.32 If Paid By 04/10/21

1010753349



Remit To:
 Locke Supply Co.
 P.O. Box 24980
 Oklahoma City, OK 73124-0980
 405-631-9756

INVOICE DATE	INVOICE NUMBER
03/25/21	42837164-00
P.O. NUMBER	CUSTOMER NUMBER
191-515	36303

Selling Branch:

052 PL CHANUTE
 Locke Supply
 1502 W CHERRY ST
 CHANUTE, KS 66720-1197
 (620)431-6260/

BILL TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

SHIP TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

hai

INSTRUCTIONS		TERMS	SHIP POINT			SHIP VIA		SHIP DATE
		5%10thNT25th	052 PL CHANUTE			Customer PU		03/25/21
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)	
1	F1255 1 BLACK 90 ELL USA 1 BLK MI 90 ELL	160	0	160	each	4.64	742.40	
2	m0091 3/4 X 100 FT GALV HANGER IRON STRAP	2	0	2	each	10.61	21.22	
3	F1379 3/4 X 1/2 BLK REDUCER CPL USA	3	0	3	each	3.64	10.92	
4	f1263 3/4 X 1/2 BLACK 90 ELL 3/4x1/2 BLK MI 90 ELLUSA	3	0	3	each	4.03	12.09	
5	f1265 1 X 3/4 BLACK 90 ELL USA 1x3/4 BLKMI 90 ELL	2	0	2	each	5.16	10.32	
6	d0541 1 1/2 X 12 PVC FLG TAILPIEC	6	0	6	each	1.17	7.02	
6	Lines Total			176			803.97	
	Vendor # 5500773						803.97	
	G/L 5800						73.58	
	Job/Phase 191-515						877.55	
	Unit #							
	MAR 26 2021							
	Amount 877.55							
	Approved KD							
	Date 4-1-21							
	WE Date 4/4/21							

TO VIEW ONLINE GO TO:

<http://lockesupply.billtrust.com>

USE THIS ENROLLMENT TOKEN:

MWL PMZ KDB

Cash Discount 40.20 If Paid By 04/10/21

1010753353



Remit To:
 Locke Supply Co.
 P.O. Box 24980
 Oklahoma City, OK 73124-0980
 405-631-9756

INVOICE DATE	INVOICE NUMBER
03/30/21	42912497-00
P.O. NUMBER	CUSTOMER NUMBER
191-515 pipe outs	36303

Selling Branch:

052 PL CHANUTE
 Locke Supply
 1502 W CHERRY ST
 CHANUTE, KS 66720-1197
 (620)431-6260/

BILL TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

SHIP TO:

NORTHERN PIPELINE CONST CO
 1120 NW HWY 24
 TOPEKA, KS 66608-1993

Jesse

INSTRUCTIONS		TERMS	SHIP POINT			SHIP VIA		SHIP DATE
		5%10thNT25th	052 PL CHANUTE			Customer PU		03/30/21
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)	
1	m0451 1/2 BR GAS STOP LVR HDL GBV1/2	2	0	2	each	3.18	6.36	
2	F1301 1/2 BLACK TEE USA 1/2 BLK MI TEE	3	0	3	each	2.70	8.10	
3	f1302 3/4 BLACK TEE USA	1	0	1	each	3.96	3.96	
4	f1253 1/2 BLACK 90 ELL USA 12B90	3	0	3	each	2.24	6.72	
5	f1254 3/4 BLACK 90 ELL USA	2	0	2	each	2.67	5.34	
6	F1358 1/2 BLACK UNION CLASS 150 USA FIG 91	2	0	2	each	10.13	20.26	
7	F1358 1/2 BLACK UNION CLASS 150 USA FIG 91	1	0	1	each	10.13	10.13	
8	f1423 1/2 BLACK CAP USA	3	0	3	each	1.91	5.73	
9	f0762 1/2 X 12 BLACK NIPPLE	1	0	1	each	3.87238	3.87	
10	F1312 1 X 1/2 X 1/2 BLACK TEE USA	1	0	1	each	8.65	8.65	
11	F1309 3/4 X 1/2 X 1/2 BLACK TEE USA BLK MI	1	0	1	each	6.43	6.43	
12	f1021 1" A53 STD T/C BLACK PIPE DOMESTIC	63	0	63	each	298.98	188.36	
12	Lines Total	Qty Shipped Total			83	Total	273.91	
	Vendor # 5500773					Taxes	26.02	
	G/L 5800					Balance Due:	299.93	
	Job/Phase 191-515							
	Unit #							
	MAR 31 2021							
	Amount 299.93							
	Approved KB							
	Date 4-1-21	TO VIEW ONLINE GO TO:		http://lockesupply.billtrust.com				
	WE Date 4/4	USE THIS ENROLLMENT TOKEN:		MWL PMZ KDB				

Cash Discount 13.70 If Paid By 05/10/21

1010756160



Remit To:
Locke Supply Co.
P.O. Box 24980
Oklahoma City, OK 73124-0980
405-631-9756

238

INVOICE DATE	INVOICE NUMBER
04/05/21	42956240-00
P.O. NUMBER	CUSTOMER NUMBER
191-515 pipe out	36303

Selling Branch:
052 PL CHANUTE
Locke Supply
1502 W CHERRY ST
CHANUTE, KS 66720-1197
(620)431-6260/

Kai

BILL TO:

NORTHERN PIPELINE CONST CO
1120 NW HWY 24
TOPEKA, KS 66608-1993

SHIP TO:

NORTHERN PIPELINE CONST CO
1120 NW HWY 24
TOPEKA, KS 66608-1993

INSTRUCTIONS		TERMS	SHIP POINT			SHIP VIA		SHIP DATE
		5%10thNT25th	052 PL CHANUTE			Customer PU		04/05/21
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)	
1	F1360 1 BLACK UNION CLASS 150 USA	2	0	2	each	14.45	28.90	
2	f1359 3/4 BLACK UNION CLASS 150 USA FIG 91	1	0	1	each	10.77	10.77	
3	f1358 1/2 BLACK UNION CLASS 150 USA FIG 91	1	0	1	each	10.13	10.13	
4	F1370 1" BLACK COUPLING USA	3	0	3	each	5.26	15.78	
5	m0451 1/2 BR GAS STOP LVR HDL GBV1/2	2	0	2	each	3.18	6.36	
6	f1017 1/2" STD BLK A53 T/C PIPE DOMESTIC	42	0	42	each	206.93	86.91	
6	Lines Total	Qty Shipped Total			51	Total Taxes Balance Due:	158.85 15.11 173.96	
<div>Vendor # <u>5500773</u> G/L <u>5800</u> Job/Phase <u>158-252</u> Unit # _____</div> <div>APR 06 2021</div> <div>Amount <u>173.96</u> Approved <u>KD</u> Date <u>4-7-21</u> WE Date <u>4/11</u></div>								

TO VIEW ONLINE GO TO:	http://lockesupply.billtrust.com
USE THIS ENROLLMENT TOKEN:	MWL PMZ KDB

Cash Discount 7.94 If Paid By 05/10/21



STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL

DEREK SCHMIDT
ATTORNEY GENERAL

September 30, 2021

MEMORIAL HALL
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INVOICE NO. LG-21-001472

BILLING STATEMENT

Municipality: City of Neodesha, Kansas
Description: General Obligation Renewal Temporary Note
Series: A, 2021
Dated: September 30, 2021
Aggregate Amount: \$1,766,000.00

Review Time Spent on Issue: 1.1

Rate Per Hour: \$150.00

TOTAL AMOUNT DUE: \$165.00

MAKE CHECK PAYABLE TO ATTORNEY GENERAL'S OFFICE

MAIL PAYMENT TO:
Attorney General's Office
Attn: Bond Division
120 SW 10th Ave., Second Floor
Topeka, KS 66612-1597

PLEASE RETURN A COPY OF THIS STATEMENT WITH REMITTANCE

ORDINANCE NO. 1753

AN ORDINANCE AMENDING SECTION 2-27 OF CHAPTER 2 OF THE CITY OF NEODESHA CODE REGARDING THE CODE OF ETHICS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. Section 2-27 of Chapter 2 of the City of Neodesha Code shall be amended to read as follows:

Sec. 2-27. – Code of Ethics.

- (a) Declaration of Policy - The proper operation of our government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established a Code of Ethics for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish ethical standards by setting forth those acts or actions that are incompatible with the best interests of the city.
- (b) Responsibilities of Public Office - Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, state, and city and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.
- (c) Dedicated Service - All officials and employees of the city should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives. Appointive officials and employees should adhere to the rule of work and performance established as the standard for their positions by the appropriate authority. Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.
- (d) Fair and Equal Treatment
 - 1. Interest in Appointments. Canvassing of members of the city commission, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to positions filled by appointment by the city commission.
 - 2. Use of Public Property - No official or employee shall request or permit the use of city-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as city policy for the use of such official or employee in the conduct of official business.
 - 3. Obligations to Citizens - No official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.
- (e) Conflict of Interest - No elected or appointive city official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of officials and employees:

- 1. Incompatible Employment - No elected or appointive city official or employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.

2. Disclosure of Confidential Information - No elected or appointive city official or employee, shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the city. Nor shall he or she use such information to advance the financial or other private interest of himself, herself or others.
3. Gifts and Favors. - No elected or appointive city official or employee shall accept any valuable gift, whether in the form of service, loan, thing or promise, from any person, firm, or corporation which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the city; nor shall any such official or employee (a) accept any gift, favor or thing of value that may tend to influence him or her in the discharge of his or her duties or (b) grant in the discharge of his or her duties any improper favor, service, or thing of value. The prohibition against gifts or favors shall not apply to: (a) an occasional nonpecuniary gift, of only nominal value or (b) an award publicly presented in recognition of public service or (c) any gift which would have been offered or given to him or her if not an official or employee.
4. Representing Private Interest Before City Agencies or Courts - No elected or appointive city official or employee whose salary is paid in whole or in part by the city shall appear in behalf of private interest before any agency of this city. He or she shall not represent private interests in any action or proceeding against the interest of the city in any litigation to which the city is a party.
- (f) Compliance with Code of Ethics – Violations of this Code of Ethics by the City’s elected officials, appointed officials, officers, employees or agents of the City shall be prosecuted to the fullest extent permitted according to Local, State and Federal law or regulations.

Secs. 2-28—2-48. - Reserved.

Section 2. Old Section 2-27 of the Neodesha City Code and all ordinances or parts of ordinances in conflict herewith are repealed.

Section 3. This Ordinance shall be in force and take effect from and after its adoption and publication once in the official newspaper of the City.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 27th day of October, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1754

AN ORDINANCE GRANTING TO SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T KANSAS, A CONTRACT FRANCHISE FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES IN THE CITY OF NEODESHA, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office-based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, and lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(2), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Neodesha, Kansas.
- f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- g. "Facilities" - means telephone and telecommunications lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunications services.
- h. "Grantee" - means Southwestern Bell Telephone Company d/b/a AT&T Kansas, an electing carrier and telecommunications service provider providing local exchange service and/or operating

Facilities within the City. References to Grantee shall also include, as appropriate, any and all successors and assigns.

- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City and that are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) Revenue received by Grantee from resellers or others which use Grantee's Facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the State Corporation Commission of the State of Kansas, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. "Telecommunication local exchange services provider" – means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187 and amendments thereto, and/or a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1, 187 and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term shall not include an interexchange carrier or competitive access provider that does not provide local exchange service, or any wireless communication services provider.
- m. "Telecommunications services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. Subject to the provisions of K.S.A. 12-2001 and amendments thereto, there is hereby granted to Grantee this nonexclusive Contract franchise to provide telecommunications services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.

- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the public right-of-way. This Contract franchise does not:
 - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or,
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on property or facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. This Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. Access to the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Pursuant to K.S.A. 17-1902 and amendments thereto, and subject to the provisions of this Contract franchise, Grantee has the right to construct, maintain and operate its Facilities along, across, upon and under the public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the public right-of-way shall be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the public right-of-way.

- c. City shall, pursuant to Section 13 of this Contract franchise, provide reasonable advanced notice of the consideration and/or adoption of any rule, regulation, policies, resolutions and ordinances relating to the construction in or use of the public right-of-way, inasmuch as such adoption affects Grantee's use of the public right-of-way.
- d. If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public, Grantee shall remove, relocate or adjust its Facilities within the Public right-of-way at no cost to the City, providing such request similarly binds all users of such public right-of-way. Such removal, relocation, or adjustment shall be completed as soon as reasonably possible within the time set forth in any written request by the City for such relocation or adjustment, provided that the City shall provide Grantee with a minimum of one hundred eighty (180) days advance written notice to comply with any such removal, relocation or adjustment. Grantee shall designate one (1) person within its organization by his/her employment position to whom relocation notices shall be sent and with whom rests the responsibility to facilitate all necessary communications within Grantee's various areas.
- e. When the City requests removal, relocation or adjustment of Grantee's Facilities within the Public right-of-way for construction or maintenance activities related to improvements that are, in whole or in part, for private benefit, the City shall require, as a condition of its approval of any request from any private party or parties for alteration of the Public right-of-way, that such private party or parties reimburse Grantee for the cost of removal, relocation or adjustment, in an amount equal to the percentage of the private benefit received. Grantee shall not be obligated to commence the removal, relocation or adjustment until receipt of funds for the costs from such private party or parties. For purposes of this paragraph, a mixed purpose public/private project shall be subject to a presumption of a private benefit of no less than 50 percent. Further, Grantee shall have no liability for delays caused by a private party's failure to reimburse costs. Grantee understands, however, that the City has no obligation to collect such reimbursement.
- f. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee of five (5) percent of gross receipts. Thereafter, subject to subsection (b) below, compensation for each calendar year of the remaining term of this contract franchise shall continue to be based on a sum equal to five (5) percent of gross receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to increase or decrease the percentage of gross receipts fee or that it intends to switch to collecting a per access line fee. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- b. Beginning January 1, 2004, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m) and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001 and amendments thereto.
- c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.

- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City a certified statement showing the way the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto. Subject to any limitations of Kansas Statute, Grantee's payment obligations shall survive the expiration or termination of this Contract franchise.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. The franchise fee required herein pursuant to K.S.A. 12-2001(j), shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and K.S.A. 17-1902 and amendments thereto. The franchise fee shall in no way be deemed a tax of any kind.
- h. Grantee shall remit an access line (franchise) fee or a gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance. Such Access line (franchise) fee or Gross Receipts (franchise) fee shall be in the same amount or percentage as the franchise fee set forth in subsection 4 a. hereinabove.

SECTION 5. ANNEXATION OR RENUMBERING STREETS

The City agrees to provide Grantee with notification in the event that it annexes property into the corporate boundaries of the City that would require Grantee to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property Grantee was not required to pay a franchise fee. The City agrees to provide Grantee with notification in the event the City renumbers or renames any streets that would require Grantee to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets Grantee would not have been required to pay a franchise fee. The City agrees that in the event the City does not provide Grantee with notice of an annexation or renumbering and/or renaming of the streets, Grantee is not liable to the City for payment of franchise fees on the annexation or renumbered and/or renamed streets prior to the City providing notice to Grantee of such.

SECTION 6. INDEMNITY AND HOLD HARMLESS.

- a. It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et. seq., and amendments thereto, it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct.

The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

- b. Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee or subcontractor of Grantee, while installing, repairing or maintaining Facilities in the Public right-of-way.
- c. The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity. Notwithstanding the foregoing, nothing herein shall in any way obligate Grantee for the negligence of any other third party or any portion of any harm caused by the same.
- d. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's or the City's activities in the public right-of-way.

SECTION 7. INSURANCE REQUIREMENT AND PERFORMANCE BOND

- a. During the term of this Contract franchise, Grantee shall carry and maintain insurance coverage at its sole expense, with insurers rated at least A-VII by AM Best and that are eligible to do business in the state of Kansas. Grantee shall provide the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit for bodily injury of \$1,000,000 each accident, by disease policy limits and by disease each employee.
 - (2) Commercial general liability, written on Insurance Services Office (ISO) policy form CG 00 01 or its equivalent, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claim made basis, with a limit of Two Million Dollars (\$2,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured by endorsement with respect to liability arising from Grantee's operations under this Contract franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may self-insure and, as such, Grantee has the ability to provide coverage in an amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused, in whole or in part, by Grantee or occurred as respects this Contract franchise.
- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance evidencing that the above insurance is in force. Grantee shall provide at least thirty

(30) days prior written notice to the City if the required insurance is cancelled or non-renewed and not replaced.

- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of Fifty Thousand Dollars (\$50,000), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the public right-of-way. The required performance bond shall be issued by a surety company authorized to transact business in the state of Kansas.

SECTION 8. REVOCATION AND TERMINATION.

- a. In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures:
 - (1) Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice, pursuant to Section 12 of the Contract franchise, upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise;
 - (2) If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the City Commission present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided, pursuant to Section 12 of this Contract franchise, reasonable notice of the date, time and location of the City Commission's consideration, and shall have the right to address the City Commission regarding such matter;
 - (3) Upon any determination by the City Commission to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Wilson County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.
- b. Nothing herein shall prevent the City or Grantee from invoking any other remedy that may otherwise exist at law.

SECTION 9. RESERVATION OF RIGHTS.

- a. The City and Grantee hereby acknowledge that the City, in accordance with 47 U.S.C. § 253, may not prohibit or have the effect of prohibiting the ability of any entity to provide interstate or intrastate telecommunication service. To the extent permitted by law, the City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers and other authority established pursuant to the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of: the laws of the State of Kansas or applicable federal laws and regulations as the same may be amended; under the Constitution of the State of Kansas; nor, any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. By entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of the Contract franchise or any present or future laws, non-franchise ordinances and/or rulings that may be the basis for parties entering into this Contract franchise.

SECTION 10. FAILURE TO ENFORCE.

The failure of either the City or Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or Grantee unless said waiver or relinquishment is in writing and signed by both the City and Grantee.

SECTION 11. TERM AND TERMINATION DATE.

- a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise as established by Section 16 herein and ending on December 31, 2024. Thereafter, this Contract franchise will automatically renew for up to eight (8) additional two (2) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations

of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.

- c. If any clause, sentence, section, or provision of K.S.A. 12-2001 and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise.
- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

SECTION 12. MOST FAVORED NATION

Pursuant to K.S.A. 12-2001 and K.S.A. 17-1902 and amendments thereto, City represents and warrants that all benefits, terms and conditions in this Contract franchise and relative to Grantee's deployment of network Facilities and services in the City are and, during the term of this Contract franchise, will continue to be no less favorable to Grantee in the same or similar circumstances than those currently being offered to or that may be offered and agreed to by City and any other local exchange carrier, telecommunications carrier, network based broadband or video services provider, competitive infrastructure provider or Internet Protocol services provider, regardless of the form or nature of the agreement with any such other carrier or provider, and that the City shall treat Grantee in a competitively neutral, non-discriminatory manner.

SECTION 13. POINT OF CONTACT AND NOTICES

All notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, First Class Postage Prepaid, Certified Mail, return receipt requested; or overnight delivery by a nationally recognized courier. All written notices shall be deemed delivered upon actual receipt or refusal of delivery.

The City:

The City of Neodesha
City Hall
1407 N. 8th, P.O. Box 336
Neodesha, KS 66757
Attn: City Clerk

Grantee:

Office of the President
Southwestern Bell Telephone Company
d/b/a AT&T Kansas
220 S.E. 6th Street
Topeka, KS. 66603

or to replacement addresses that may be later designated in writing.

SECTION 14. TRANSFER AND ASSIGNMENT.

This Contract franchise is granted solely to Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to: a wholly owned parent or subsidiary; between wholly owned subsidiaries; or, to an

entity with which Grantee is under common ownership or control, upon written notice to the City. City and Grantee acknowledge that said City consent shall only be with regard to the transfer or assignment of this Contract franchise and that, in accordance with Kansas law, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee. In the event of any transfer or assignment of either this Contract franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment.

SECTION 15. CONFIDENTIALITY.

Information provided to the City pursuant to the terms of this Contract Franchise and/or K.S.A. 12-2001 and amendments thereto, shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and K.S.A. 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract franchise.

SECTION 16. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the State of Kansas, and shall be deemed effective on the later of the date Grantee files acceptance with the City or publication of this Contract franchise in accordance with Statute (the "Effective Date").

SECTION 17. SEVERABILITY.

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract franchise is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract franchise.

SECTION 18. FORCE MAJEURE.

Every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war, terrorism, public health and other disasters beyond Grantee's or the City's control.

SECTION 19. REPEAL.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 20. 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 27th day of October, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROVED AS TO FORM:

Doug Depew, City Attorney

CITY OF NEODESHA

RESOLUTION NO. 21-29

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1015 OAK NEODESHA, KANSAS ON 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 IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 8th day of September, 2021 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the 8th day of September, 2021, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 16th day of September, 2021, and on the 23rd day of September, 2021, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 27th day of October, 2021, the governing body has heard all evidence submitted by the enforcing officer of the City, the owners, agents, lienholders and occupants of such structure (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, THAT said governing body hereby finds that the structure located at **1015 Oak**, Neodesha, Kansas on 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 is unsafe and dangerous and hereby directs such structure to be removed and the premises made safe and secure. The owner of such structure is hereby given () days from the date of publication of this Resolution within which to commence the removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

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

ADOPTED AND APPROVED by the Governing Body of the City of Neodesha, Kansas this 27th day of October , 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 21-30

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 105 AND 107 N 5th ON LEGAL DESCRIPTION: N1/2 OF LOTS 23 AND 24, BLOCK 35, CITY OF NEODESHA, WILSON COUNTY, KANSAS, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 27th day of October, 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 22nd day of December, 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 105 AND 107 N 5TH, 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 27th day of October, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 21-31

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 415 N 6TH ON LEGAL DESCRIPTION: THE SOUTH 40 ½ FEET OF LOT 44, RESURVEY OF FORDS SUBDIVISION, CITY OF NEODESHA WILSON COUNTY, KANSAS, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 27th day of October, 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 22nd day of December, 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 415 N 6th, 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 27th day of October, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 21-32

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 1017 CHURCH ON LEGAL DESCRIPTION: LOT 10, BLOCK 10, FORDS ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 27th day of October, 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 22nd day of December, 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 1017 Church, 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 27th day of October, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 21-33

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 1529 N 1st STREET ON LEGAL DESCRIPTION: LOTS 31, 32, 33, AND 34, BLOCK 3, VIVIAN DEER'S SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY (30) SOUTH, RANGE SIXTEEN EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NEODESHA, WILSON COUNTY, KANSAS, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 27th day of October, 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 22nd day of December, 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 1529 N 1ST, 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 27th day of October, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 21-34

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 1632 N 3RD ON LEGAL DESCRIPTION: LOTS ONE (1) TWO (2) THREE (3) FOUR (4) AND FIVE (5) ALL IN BLOCK ONE (1), JOHN W DEER'S SUBDIVISION TO THE CITY OF NEODESHA KS PART OF THE NW ¼ OF THE SE ¼ OF SECTION 17, TOWNSHIP 30, RANGE 16, NEODESHA, WILSON COUNTY, KANSAS, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 27th day of October, 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 22nd day of December, 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 1632 N 3RD, 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 27th day of October, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk