

**Agenda**  
City Commission of the City of Neodesha, KS  
November 10, 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 27, 2021 Minutes
- Approval of November 1, 2021 Special Call Minutes
- Appropriation (2021) 19

Item 4: Business Items to Consider

- A. 2022 Employee Health Insurance Plans: Julie Yarmer
- B. 2022 AirMedCare Agreement: Linda Barnes
- C. Ordinance: Neodesha Plastics IRB's
- D. Ordinance: SICUT IRB's
- E. Resolution: Raw Water Project Temp Note Financing
- F. Public Hearing: Dangerous Structures 615 Mill Street
- G. Resolution: Dangerous Structures 615 Mill Street
- H. Raw Water Project: Change Order No 1; Maguire Iron
- I. Request Use of Civic Center: Chamber of Commerce

Item 5: Date/Time of Next Regular Meeting

Wednesday, November 24, 2021 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**November 10, 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: 2022 Employee Health Insurance Plans: Julie Yarmer**

For this agenda item, the Commission will approve the employee health insurance plan for 2022. Our insurance is a mixture of being self-funded using Freedom Claims Management Inc. to manage the payments and filings for us, and a high deductible plan with Blue Cross Blue Shield.

**RECOMMENDED MOTION:** *I move to approve the Freedom 105 health insurance plan utilizing a high deductible Blue Cross Blue Shield of Kansas plan and a self-insured dental plan for 2022.*

**4.F: 2022 AirMedCare Agreement: Linda Barnes**

For this agenda item, the Commission is asked to renew the AirMedCare insurance policy for the City. This coverage has been used numerous times in our community, to provide medical airlift services to our residents.

**RECOMMENDED MOTION:** *I move to renew the City's AirMedCare insurance policy for 2022 at a cost of \$13,562.*

**4.C: Ordinance: Neodesha Plastics IRB's**

The Commission is asked to consider approving Ordinance 1756; an Ordinance authorizing the issuance of \$1,600,000 in taxable industrial revenue bonds, for the purpose of providing funds to pay the costs of the acquisition, improving, renovating and equipping of the Neodesha Plastics Project.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1756 as presented.*

**4.D: Ordinance: SICUT IRB's**

The Commission is asked to consider approving Ordinance 1757; an Ordinance authorizing the issuance of \$20,000,000 in taxable industrial revenue bonds, for the purpose of providing funds to pay the costs of the acquisition, improving, renovating and equipping of the SICUT Project.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1757 as presented.*

#### **4.E: Resolution: Raw Water Project Temp Note Financing**

The Commission is asked to approve Resolution 21-35, providing for the issuance of \$998,000 in temporary note financing, to further finance the City's water infrastructure projects.

**RECOMMENDED MOTION:** *I move to approve Resolution 21-35 as presented.*

#### **4.F: Public Hearing: Dangerous Structures 615 Mill Street**

On September 22, 2021, the Commission approved Resolution 21-28, to set a public hearing date, November 10, 2021, to show cause why the structures located at 615 Mill 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 615 Mill Street.

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

#### **4.G: Resolution: Dangerous Structures 615 Mill Street**

Depending on the outcome of agenda item 4F, The Commission is asked to approve Resolution 21-36, 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 21-36 declaring the property located at 615 Mill 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.H: Raw Water Project: Change Order No 1; Maguire Iron**

The Commission is asked to consider Change Order No. 1, from Maguire Iron, for work on the Raw Water Project. This Change Order is for a price increase due to fence installation around the new water tower, and the new logo on the water tank at Little Bear Mound. This Change Order also adds an additional 60-days to the contract time.

**RECOMMENDED MOTION:** *I move to approve Change Order No. 1 from Maguire Iron at an additional cost of \$9,450.*

#### **4.I: Request Use of Civic Center: Chamber of Commerce**

The Neodesha Area Chamber of Commerce is requesting the donation of the Civic Center for a Mystery Dinner Theatre to be held Saturday, November 13, 2021. The Chamber has obtained a temporary alcohol permit from the State of Kansas.

**RECOMMENDED MOTION:** *I move to approve the Chamber of Commerce use of the Civic Center, to include alcohol, on Saturday, November 13, 2021.*

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 27, 2021 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Commissioner Moffatt moved to approve the agenda as presented with the addition of Business Item 4C: Ordinance: Amending Authority for Water and Sewer Projects. 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 October 13, 2021 Commission Meeting; minutes from the October 16, 2021 Special Call Meeting; Appropriation (2021) 18; Raw Water Project Bond Appropriation 95; and Gas Line Project Appropriation 32. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding amending the City's Code of Ethics Ordinance. Ranson Financial Group has advised the City that CDBG requires the City to maintain a Code of Ethics Ordinance that includes a reference to penalties. This Ordinance includes the suggested penalty text from the Kansas Department of Commerce. Discussion held.

### **ORDINANCE 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

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- (f) 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.

Commissioner Moffatt moved to approve Ordinance 1753, amending the City’s Code of Ethics Ordinance. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding an Ordinance revising the AT&T Franchise Agreement with the City. City Attorney, Doug Depew, has reviewed and modified the draft agreement. Discussion held.

#### **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.** *(a complete copy of this Ordinance can be viewed in the City Clerk's office)*

Commissioner Nichol moved to approve Ordinance 1754, establishing a franchise agreement with AT&T. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding an Ordinance prepared by bond counsel, Triplett, Woolf & Garretson, which provides the authority for continued expenses to complete portions of the water projects currently underway. Discussion held.

#### **ORDINANCE NO. 1755**

**AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS, AMENDING ORDINANCE NO. 1622, AS PREVIOUSLY AMENDED.**

**WHEREAS**, the City of Neodesha, Kansas (the “City”) previously adopted Ordinance No. 1622 (the “Original Ordinance”), as amended by Ordinance No. 1704 (the “2018 Amending Ordinance”), which Original Ordinance and 2018 Amending Ordinance (collectively, the “Authorizing Ordinance”) authorized the City to acquire and construct certain improvements to and otherwise reconstruct, improve, equip and rehabilitate the municipal water system (the

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“Water System”), including particularly the acquisition, construction, replacement and installation of water line improvements, plant intake structures and improvements to the water treatment plant, together with all necessary appurtenances therefor and thereto; repair of the Fall River dam; upgrade the existing Little Bear elevated storage tank; construction of a new 200,000 gallon elevated water storage tank; replace existing motors with Variable Frequency Drive (VFD); and upgrade the SCADA computer system that monitors and runs the water treatment plant (the “Water Project”); and

**WHEREAS**, the Authorizing Ordinance authorized, ordered and directed that the Water Project be acquired at total estimated costs of Six Million Five Hundred Thousand Dollars (\$6,500,000) which estimated costs were to be paid from the City’s general obligation bonds to be issued by the City in an amount not to exceed \$6,500,000; and

**WHEREAS**, the final costs of the Project have not yet been determined, and together with estimated fees and expenses of financing said acquisition, the current estimated costs exceed the estimate and the governing body finds and determines it desirable to acquire the Water Project at an estimated cost of \$7,300,000, including fees and expenses of financing; and

**WHEREAS**, in connection with the foregoing, the governing body of the City finds and determines it advisable to amend the Authorizing Ordinance.

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

Section 1. Amendment to Sections 2 and 3. Sections 2 and 3 of the Authorizing Ordinance (as defined above), are hereby repealed and replaced with the following:

Section 2. It is hereby authorized, ordered and directed that the Water Project be acquired, constructed and installed, all as hereinbefore described, at a total estimated cost not to exceed Seven Million Three Hundred Thousand Dollars (\$7,300,000), which estimate includes all fees and expenses of financing the Water Project.

Section 3. It is hereby further authorized, ordered and directed that the costs of acquiring, constructing and installing the Water Project shall be paid from the proceeds of the City’s general obligation bonds to be issued by the City in an amount which shall not exceed \$7,300,000; and said bonds may be issued in combination with any other bonds being issued by the City as shall be determined by the governing body at the time of such issuance to be in the City’s best interest. The City shall continue to seek and review the best possible methods of permanent financing as it proceeds with the Water Project.

Section 4. Definitions. All words and terms not otherwise defined herein shall have the meanings ascribed to them by the Authorizing Ordinance.

Section 5. Effect of Amendments. Except as specifically set forth herein, or as amended hereby, the Authorizing Ordinance is hereby ratified and confirmed and shall continue to be in effect.

Section 6. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and publication hereof one time in the City’s official newspaper.

Commissioner Moffatt moved to approve Ordinance 1755. Seconded by Commissioner Nichol. Motion carried.

This being the time and date published in the official newspaper for the hearing on the Dangerous Structures located at 1015 Oak Street, the public hearing was opened. The homeowner, Jerry Hough, was present to discuss the property situation with the Governing Body. Discussion held. Then the hearing was closed.

#### **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

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**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 **60** days from the date of publication of this Resolution within which to commence the removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

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

Commissioner Moffatt moved to approve Resolution 21-29 declaring the property located at 1015 Oak Street as unsafe or dangerous, and allow the property owner sixty (60) days to repair or remove the structures and make the property safe and secure. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution calling for a Public Hearing on December 22, 2021, 2:00 p.m., in the Commission Room, to show cause why the structure located at 105 N 5<sup>th</sup> Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. Discussion held.

#### **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. 8<sup>th</sup>; 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.

Commissioner Nichol moved to adopt Resolution 21-30 setting a public hearing for December 22, 2021 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution calling for a Public Hearing on December 22, 2021, 2:00 p.m., in the Commission Room, to show cause why the structure located at 415 N 6<sup>th</sup> Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. Discussion held.

#### **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.**

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**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. 8<sup>th</sup>; 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.

Commissioner Moffatt moved to adopt Resolution 21-31 setting a public hearing for December 22, 2021 as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution calling for a Public Hearing on December 22, 2021, 2:00 p.m., in the Commission Room, 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. Discussion held.

#### **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. 8<sup>th</sup>; 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.

Commissioner Nichol moved to adopt Resolution 21-32 setting a public hearing for December 22, 2021 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution calling for a Public Hearing on December 22, 2021, 2:00 p.m., in the Commission Room, to show cause why the structure located at 1529 N 1<sup>st</sup> Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. Discussion held.

#### **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 1<sup>st</sup> 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. 8<sup>th</sup>; at which time the owner, his agent,

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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.

Commissioner Moffatt moved to adopt Resolution 21-33 setting a public hearing for December 22, 2021 as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution calling for a Public Hearing on December 22, 2021, 2:00 p.m., in the Commission Room, to show cause why the structure located at 1632 N 3<sup>rd</sup> Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. Discussion held.

#### **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 3<sup>RD</sup> 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. 8<sup>th</sup>; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1632 N 3<sup>RD</sup>, 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.

Commissioner Moffatt moved to adopt Resolution 21-34 setting a public hearing for December 22, 2021 as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the request for donation of property for the Get Fit Building to Wilson Medical Center. This item had initially been brought before the Governing Body on February 10, 2021 and was tabled. The Commission again discussed the agenda item on March 10, 2021, but the motion died for a lack of a 2<sup>nd</sup>. The agenda item was again brought before the Commission on August 25, 2021 to determine if the hospital had any interest in purchasing the building. This item was last tabled by the Commission September 8, 2021 to consult with an attorney regarding any potential ethical considerations. Investigation by staff found two opinions, one from City Attorney, Doug Depew, and the second from legal staff at the League of Kansas Municipalities, proved there are no statutory conflicts of interest in donating the building to the Wilson Medical Center Foundation. Discussion held.

Commissioner Nichol moved to approve the ownership of the property commonly known as Get Fit and the Wilson County Rehabilitation Center be transferred to the Wilson Medical Center Foundation. Seconded by Mayor Johnson. Commissioner Moffatt voted nay. Motion passed 2 aye, 1 nay.

The Governing Body welcomed Wilson Medical Center CEO, Dennis Shelby. Mr. Shelby thanked the Commission for the years of camaraderie and support between the hospital and the City and assured the Commission that he urged the same relationship to continue with his successor. Mr. Shelby also thanked the community for the warm, open welcome and relationships he and his wife formed during their time living in Neodesha. The Governing Body wishes Dennis good luck and a happy retirement.

At 3:05 p.m. Commissioner Nichol requested a 15-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 3:20 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording.

Commissioner Nichol moved to recess to an Executive Session including the Governing Body, City Administrator, Electric Superintendent Brandon Hearn; and the City Clerk in the Commission Room to discuss an individual employee's performance pursuant

*(continued on next page)*

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 3:50 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 3:50 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, November 10, 2021 at 2:00 p.m.

At 3:51 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

**SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS**

Neodesha, Kansas  
November 1, 2021

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Monday, November 1, 2021 at 12:00 p.m., at City Hall for the following purposes:

1. Executive Session: Non-elected Personnel
2. Appoint Public Works Director

The Board of Commissioners met in a Special Call Session Monday, November 1, 2021 at 12:00 p.m., with Mayor Johnson presiding and Commissioner Nichol present. Commissioner Moffatt joined the meeting at 12:15 p.m.

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 12:35 p.m. Seconded by Commissioner Nichol. Motion carried.

At 12:35 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken.

Administrator Truelove addressed the Commission regarding interviews for the Public Works Director position that were held on Friday, October 29, 2021. Discussion held.

Commissioner Nichol moved to appoint Chris Jabben as Public Works Director for the City of Neodesha. Seconded by Commissioner Moffatt. Motion carried.

At 12:40 p.m. Commissioner Nichol moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

**APPROPRIATIONS REPORT****ORDINANCE NO 19****11/10/2021**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ABE'S LOCK & SAFE MAINT	KEYS/REKEYED DOORS	140.50	69590	11/10/2021
AIRMEDCARE NETWORK	MUNICIPAL SITE MEMBERSHIP	13,562.00	69591	11/10/2021
AMERICAN RESPONSE VEHICLE INC	STRYKER FLOOR PLATE & CAP	252.27	69592	11/10/2021
ARMOR EQUIPMENT	REAR CAMERA	252.70	69593	11/10/2021
BAILEY FARM PARTNERSHIP	2021 LAND LEASE	100.00	69594	11/10/2021
BEACHNER GRAIN INC	BOLTS	75.00	69595	11/10/2021
CERTIFIED LABORATORIES	DIESEL MATE	301.13	69596	11/10/2021
CHASE PEST CONTROL LLC	EXTERMINATOR SERVICES	400.00	69597	11/10/2021
CINTAS	FIRST AID SUPPLIES	599.91	69598	11/10/2021
CLEAVER FARM & HOME	REBAR & TIE WIRE	647.40	69599	11/10/2021
CORE & MAIN	RUBBER METER WASHERS	127.25	69600	11/10/2021
CULLIGAN OF INDEPENDENCE	NOVEMBER WATER SERVICE	111.28	69601	11/10/2021
D & D AUTO REPAIR & ALIGNMENT	VEHICLE REPAIR	5,627.41	69602	11/10/2021
F ALLEN MOORHEAD, JR, MD	PRE-EMPLOYMENT PHYSICAL	314.00	69603	11/10/2021
FREDONIA OUTDOOR EQUIPMENT	EQUIPMENT MAINTENANCE	702.64	69604	11/10/2021
FREDONIA READY MIX INC	CEMENT	1,682.00	69605	11/10/2021
FREDONIA TRUE VALUE HARDWARE	GLOVES	181.87	69606	11/10/2021
GREEN ENVIRONMENTAL SVCS	DELIVERY & ROLL OFF CHARGE	675.00	69607	11/10/2021
HACH COMPANY	LAB SUPPLIES	63.75	69608	11/10/2021
HAWKINS INC	CHEMICALS	5,790.12	69609	11/10/2021
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	276.48	69610	11/10/2021
INTERNATIONAL INSTITUTE OF	MEMBERSHIP	315.00	69611	11/10/2021
KANSAS ONE-CALL SYSTEM, INC	OCTOBER LOCATES	34.80	69612	11/10/2021
KIERSTIN'S BOUTIQUE	EMBROIDERY	133.28	69613	11/10/2021
KUSTOM SIGNALS, INC	RPI ANTENNA CABLE	50.00	69614	11/10/2021
LAKELAND OFFICE SYSTEMS	OCTOBER COPIER MAINTENANCE	143.03	69615	11/10/2021
LANDIS+GYR TECHNOLOGY INC	OCTOBER AMR	950.00	69616	11/10/2021
LITTLE BEAR TIRE	TIRES/REPAIR	524.00	69617	11/10/2021
MATT'S CUSTOM AUTOMOTIVE	TOW SERVICE	185.00	69618	11/10/2021

MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	229.91	69619	11/10/2021
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	1,485.56	69620	11/10/2021
MERCHANT JOB TRAINING & SAFETY	LINEMAN TRAINING BOOK	550.00	69621	11/10/2021
MIDWEST COMPUTER SALES	IT SERVICES	194.95	69622	11/10/2021
BANK OF AMERICA	ROCK	853.47	69623	11/10/2021
MURPHY TRACTOR & EQUIPMENT CO	OIL/AIR FILTER	116.30	69624	11/10/2021
NATIONAL BUSINESS FURNITURE	SHELVING NEW PD	4,083.04	69625	11/10/2021
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	747.26	69628	11/10/2021
NEODESHA DERRICK	PUBLICATIONS	592.75	69629	11/10/2021
PORTER DRUG STORE	ASP CHEW/NITRO/NS IV	85.68	69630	11/10/2021
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	148.25	69631	11/10/2021
RANKIN MEMORIAL LIBRARY	TAX DISTRIBUTION	3,023.02	69632	11/10/2021
SEK COOP INC	PROPANE	809.97	69633	11/10/2021
SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	739.06	69634	11/10/2021
STANION WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	7,999.18	69635	11/10/2021
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	90.00	69636	11/10/2021
TBS ELECTRONICS INC	RADIO & FACE PLATE	891.00	69637	11/10/2021
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	572.03	69638	11/10/2021
ULINE	OFFICE SUPPLIES NEW PD	2,186.51	69639	11/10/2021
US CELLULAR	CELL PHONE/TABLET CHARGES	323.75	69640	11/10/2021
USA BLUE BOOK	SOLENOID VALVE	859.81	69641	11/10/2021
EVERGY	STREETLIGHTS @ OTTAWA	106.42	69642	11/10/2021
WESTERN AUTO	SUPPLIES & REPAIR	471.98	69643	11/10/2021
WILSON COUNTY REGISTER OF DEED	FAXED COPIES	5.50	69644	11/10/2021
WILSON MEDICAL CENTER	OCTOBER TAX DISTRIBUTION	28,921.61	69645	11/10/2021
WOODS LUMBER COMPANY	SUPPLIES	80.85	69646	11/10/2021
TEXAS DEPT OF PUBLIC SERVICE	DRIVING RECORD	10.00	69412	10/19/2021
WALMART	OFFICE SUPPLIES	210.05	69413	10/19/2021
EVERGY	STREETLIGHTS @ OTTAWA	107.86	69414	10/19/2021
SPARKLIGHT	INTERNET SERVICE	136.39	69415	10/19/2021
AMERICAN RESPONSE VEHICLE INC	2 NEW 2020 DEMO AMBULANCES	530,146.00	69416	10/19/2021
WILSON COUNTY TREASURER	TAGS & TITLE FEES 4 NEW AMBULANCES	60.50	69417	10/19/2021
JACK & GEREMI DEGRAW	LOT PURCHASE REIMBURSEMENT	8,000.00	69418	10/19/2021
VISA	SUPPLIES, MEMBERSHIP DUES	3,336.42	69419	10/19/2021

SOUTHERN STAR CENTRAL GP INC	SEPTEMBER BILLING	4,476.10	69420	10/19/2021
CONSTELLATION NEWENERGY	SEPTEMBER BILLING	20,905.29	69421	10/19/2021
ANDREW HOWELL	REIMBURSE KPERS ADJUSTMENT	45.19	69512	10/29/2021
EQUITY BANK	RETIREMENT GC & FEE	304.95	69513	10/29/2021
WILSON COUNTY REGISTER OF DEED	DEED FILING	168.00	69514	10/29/2021
WEX BANK	FUEL PURCHASES	9,229.10	69515	10/29/2021
EVERGY	AIRPORT/RUNWAY LIGHTS	90.90	69516	10/29/2021
US POST OFFICE	OCTOBER BILLING	305.31	69517	10/29/2021
SPARKLIGHT	INTERNET SERVICE	136.39	69518	10/29/2021
CASH	NOVEMBER EMPLOYEE BIRTHDAYS	40.00	69519	10/29/2021
US POST OFFICE	GAS PUBLIC AWARENESS FLYERS	556.50	69520	10/29/2021
<b>****TOTAL****</b>		<b>668,650.63</b>		



Plan Code: 9641

**AirMedCare Network Municipal Site Membership  
For City of Neodesha, KS**

**Organization:** City of Neodesha, KS  
**Physical Address:** 1407 N 8<sup>th</sup> Street  
Neodesha, KS 66757  
  
**Contact:** Devin Johnson, Mayor  
**Phone:** 620-325-2828  
**Email:** [sfyfe@neodeshaks.org](mailto:sfyfe@neodeshaks.org)  
**County:** Wilson

**Membership Sales Manager/Base:** Linda Barnes MT126

**Covered Individuals and Transports:**

Any individual who resides within the boundaries of City of Neodesha, KS when transported for medical necessity by Med-Trans Corporation (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Wilson County, KS; and
- If the covered individual transported does not have health insurance at the time of transport, Med-Trans Corporation will bill the covered individual at the "Medicare Allowable Rate" for the transport.

**Fees:**

City of Neodesha, KS will pay to AirMedCare Network a total of \$13,562.00 annual.

**Upgrade Benefit to Covered Individuals:**

Any individual who resides within the boundaries of City of Neodesha, KS may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$45	\$35
*Senior rate is available to the <i>primary and secondary household member if they are 60 years of age or older.</i>	

**Duration:**

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.





### Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers\* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

\*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC — These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.





Agreed to by:

Signature

Devin Johnson

Printed Name

Mayor

Title

City of Neodesha

Organization Name

11/10/2021

Date

Signature

**Keith Hovey**

Printed Name

**Vice President**

Title

**Membership**

Division

Date



TRIPLETT WOOLF GARRETSON, LLC

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RESOLUTION NO. 21-35

OF THE

CITY OF NEODESHA, KANSAS

NOVEMBER 10, 2021

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## RESOLUTION NO. 21-35

A RESOLUTION PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF NEODESHA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$998,000, AS HERETOFORE AUTHORIZED BY ORDINANCE NO. 1622 (AS AMENDED BY ORDINANCE NOS. 1704 AND 1755) AND ORDINANCE NO. 1705 OF THE CITY, IN ORDER TO PROVIDE FUNDS FOR THE TEMPORARY FINANCING OF THE COSTS OF CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY AUTHORIZED BY SAID ORDINANCE; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SAID TAXABLE GENERAL OBLIGATION TEMPORARY NOTES.

WHEREAS, the governing body of the City of Neodesha, Kansas (the "City") adopted Ordinance No. 1622 on June 11, 2014 and published on June 19, 2014 in the official City newspaper as required by law and amended by Ordinance No. 1704 adopted on October 24, 2018 and published on November 1, 2018 and Ordinance No. 1755 adopted on October 27, 2021 and published on November 4, 2021 (collectively, the "Water Ordinance"), and thereby (i) authorized pursuant to K.S.A. 65-162a *et seq.* the acquisition and construction of certain improvements to, and an extension of, the City's municipal water system (the "Water System"), including particularly the acquisition, construction, replacement and installation of water line improvements, plant intake structures and improvements to the water treatment plant, together with all necessary appurtenances therefor and thereto; repair of the Fall River dam; upgrade of the existing Little Bear elevated storage tank; construction of a new 200,000 gallon elevated water storage tank; replacement of existing motors with Variable Frequency Drive (VFD); and upgrade of the SCADA computer system that monitors and runs the water treatment plant, together with all necessary appurtenances therefor and thereto at an estimated cost of \$7,300,000 (the "Water Project"), (ii) authorized the payment of the final costs of the Water Project by issuance of general obligation bonds of the City, and (iii) authorized the issuance of, from time to time as required for the orderly construction of the Water Project, temporary notes for the purpose of providing temporary financing for the costs and expenses thereof during the construction period, by a duly adopted resolution or resolutions which set forth the details of said temporary notes; and

WHEREAS, the City has adopted Ordinance No. 1705 on October 24, 2018 and published it on November 1, 2018 (the "Sewer Ordinance") and thereby (i) authorized pursuant to K.S.A. 12-617 *et seq.* the acquisition and installation of sanitary sewer lines, extensions and lift stations for the City's wastewater treatment facilities, at an estimated cost of \$1,500,000 (the "Sewer Project"), (ii) authorized the payment of the final costs of the Sewer Project by issuance of general obligation bonds of the City, and (iii) authorized the issuance of, from time to time as required for the orderly construction of the Sewer Project, temporary notes for the purpose of providing temporary financing for the costs and expenses thereof during the construction period, by a duly adopted resolution or resolutions which set forth the details of said temporary notes; and

WHEREAS, pursuant to K.S.A. 10-123, the governing body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds from time to time as funds are needed for orderly construction of the Water Project and the Sewer Project (collectively, the “Projects”); and

WHEREAS, the governing body of the City hereby finds and determines it necessary to provide for the issuance of temporary notes of the City pursuant to the authority of the above described Ordinances in the amount of \$998,000, which amount does not exceed the total or designated estimated cost of the Projects, for the purpose of financing the costs of the Projects during the construction thereof, and further to specify the terms, details, form and conditions of the temporary notes.

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

SECTION 1. Authority for the Notes; Security. It is hereby authorized, ordered and directed that in order to temporarily finance the costs of constructing the Projects (as described above), there shall be issued Taxable General Obligation Temporary Notes (the “Notes”) of the City. In all matters relating to the issuance, registration and delivery of the Notes, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended.

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

SECTION 2. Details of the Notes; Payment of Principal and Interest. It is hereby authorized, ordered and directed that the Notes shall be issued in the total principal amount of Nine Hundred Ninety-Eight Thousand Dollars (\$998,000). The Notes shall be designated “City of Neodesha, Kansas, Taxable General Obligation Temporary Notes, Series B, 2021”, shall be dated December 1, 2021, and shall mature July 1, 2023, unless prepaid on such earlier date as the City may elect to prepay the Notes, as hereinafter provided.

The Notes shall be issued as fully registered certificated securities and shall be numbered R-1 upwards; and shall be issued in the denomination of \$100,000.00 or integral multiples of \$1,000 in excess thereof (the “Authorized Denomination”). The Notes shall bear interest from their dated date (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 2.99% per annum, said interest to be payable upon the maturity or prepayment date of the Notes, as the case may be.

The principal amount of and the interest on the Notes shall be payable to the registered owner in lawful money of the United States of America by check or draft of the Paying Agent

upon the presentation of the Notes for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas.

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

SECTION 3. Prepayment of Notes. The Notes may be redeemed and prepaid by the City, in whole or in part, on any date occurring on or after September 1, 2022, by the payment of the principal amount thereof plus the accrued and unpaid interest thereon, to the date of such redemption.

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

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

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

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

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

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

SECTION 4. Designation of Paying Agent and Note Registrar; Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body hereby elects to have the provisions of the Kansas Bond Registration Law apply to the Notes and pursuant thereto, does hereby designate and appoint the Treasurer of the State of Kansas, Topeka, Kansas, as the Note Registrar and Paying Agent for the Notes (the "Paying Agent" or "Note Registrar"). The terms, conditions and provisions under which the State Treasurer will perform his duties as Note Registrar and Paying Agent for the Notes are set forth in an "Agreement between Issuer and Agent", dated as of December 1, 2021 (the "Agreement"). The form and text of the Agreement is hereby approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein contained which are to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement for and on behalf of the City. The entire text of the Agreement is by reference hereby incorporated in and made a part of this Resolution as though fully set forth at this place.

SECTION 5. Form of Notes. The Notes shall be in the usual and customary form and shall contain recitals as required by law, including a recital that they are issued under the authority of K.S.A. 10-123. The Notes shall further contain a recital that they are issued for the purpose of temporarily financing the costs of constructing the Projects pursuant to the provisions of K.S.A. 12-617 *et seq.* and K.S.A. 65-162a *et seq.*, as amended and supplemented, and shall also contain a recital that they are subject to prepayment prior to maturity at the City's election in accordance with Section 3 hereof. The City's Bond Counsel, Triplett Woolf Garretson, LLC, is hereby authorized, ordered and directed to prepare the form and text of the certificates for the Notes, and to cause the same to be printed as the definitive certificates for the Notes.

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

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

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

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

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

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

SECTION 9. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the City the following funds and accounts:

(A) Project Fund (the “Project Fund”); and

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

The Project Fund and Series B, 2021 Notes Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Notes. Moneys in the Project Fund shall be used to pay the costs associated with constructing the Projects, as well as any applicable costs of issuance associated with (i) the issuance of the Notes or (ii) any general obligation bonds ultimately issued to retire such Notes, and can be used, together with the Series B, 2021 Notes Principal and Interest Account, for the payment of principal of, or interest on the Notes, or the general obligation bonds hereafter issued, as the same may become due. The expenditures from the Project Fund shall be segregated and accounted for between the Water Project and Sewer Projects such that no expenditure exceeds the amounts authorized by the respective Water Ordinance and/or Sewer Ordinance. The Series B, 2021 Notes Principal and Interest Account may be created as a subaccount of the City’s Bond and Interest Fund.

SECTION 10. Delivery of Notes; Disposition of Proceeds. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute the Note in the form and manner hereinbefore specified, including a reasonable inventory quantity of Note certificates for transfer, exchange and replacement in accordance with the provisions hereof, and to cause the registration and countersignature thereof also as hereinbefore specified, all without unnecessary delay. The Notes have been sold to Bank of Commerce, Neodesha, Kansas and Community National Bank & Trust, Neodesha, Kansas (collectively, the “Original Purchaser(s)”) in the principal amount of \$499,000 to each Original Purchaser and shall be delivered to the Original Purchaser upon receipt by the City of the full purchase price therefor.

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



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

(B) \$998,000 of the proceeds of the Notes shall be credited to the Project Fund.

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

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

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

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

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

SECTION 13. Limitation on Actions by Owner; Remedies Cumulative; Delay or Omission Not Waiver. An Owner secured hereby shall have no right in any manner whatsoever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Notes. Nothing in this Resolution or in the Notes shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Notes to the Owner thereof or affect or impair the right of action of the Owner to enforce payment of the Notes held by it, or to reduce to judgment its claim against the City for payment of the principal and interest on the Notes. No remedy herein conferred upon the Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without exhausting and without regard to any other remedy however given. No delay or omission of the Owner to exercise any right or power accruing as an acquiescence therein, and every right, power and remedy given by this Resolution to the

Owner, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by the Owner on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the City and the Owner shall be restored to its former position and right hereunder, and all rights remedies, powers and duties of the Owner shall continue as though no such proceedings had been taken.

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

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

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

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

SECTION 15. Severability. If any provision of the Resolution shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION 16. Authorization of Additional Actions as Required. The officers and representatives of the City, including the Mayor, City Clerk, City Administrator, Bond Counsel and Placement Agent are further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution. The Mayor and City Clerk are authorized to execute a Placement Agent Engagement Agreement with Stifel Nicolaus & Company, Incorporated in substantially the form presented on this date.

SECTION 16. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

*[Remainder of Page Intentionally Left Blank]*

PASSED, ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas on the 10<sup>th</sup> day of November, 2021.

CITY OF NEODESHA, KANSAS

[seal]

By \_\_\_\_\_  
Devin Johnson, Mayor

ATTEST:

By \_\_\_\_\_  
Stephanie Fyfe, City Clerk

**CITY OF NEODESHA**

**RESOLUTION NO. 21-36**

**A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 615 MILL, NEODESHA, KANSAS ON LEGAL DESCRIPTION: LOTS FIVE (5) AND SIX (6), BLOCK EIGHTY-ONE (81), CITY OF NEODESHA, WILSON COUNTY, KANSAS AND COMMENCING AT A POINT 16 FEET NORTH AND 100 FEET EAST OF BOTH THE SOUTHWEST CORNER OF BLOCK 81 AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 81, ORIGINAL TOWNSITE OF THE CITY OF NEODESHA, THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 5, OF SAID BLOCK 81, THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 81, THENCE SOUTH TO A POINT 16 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13 ALSO OF SAID BLOCK 81 AND 50 FEET EAST OF PLACE OF BEGINNING AND THENCE WEST 50 FEET TO THE PLACE OF BEGINNING 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 16<sup>th</sup> 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 22nd 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 30th day of September, 2021, and on the 7<sup>th</sup> day of October, 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 10th day of November, 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 615 Mill, Neodesha, Kansas on Legal Description: LOTS FIVE (5) AND SIX (6), BLOCK EIGHTY-ONE (81), CITY OF NEODESHA, WILSON COUNTY, KANSAS AND COMMENCING AT A POINT 16 FEET NORTH AND 100 FEET EAST OF BOTH THE SOUTHWEST CORNER OF BLOCK 81 AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 81, ORIGINAL TOWNSITE OF THE CITY OF NEODESHA, THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 5, OF SAID BLOCK 81, THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 81, THENCE SOUTH TO A POINT 16 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13 ALSO OF SAID BLOCK 81 AND 50 FEET EAST OF PLACE OF BEGINNING AND THENCE WEST 50 FEET TO THE PLACE OF BEGINNING, 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 **\*\*\* insert written number of days & ( ) \*\*\*** 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 10th day of November, 2021.

ATTEST:

\_\_\_\_\_  
**Devin Johnson, Mayor**

\_\_\_\_\_  
**Stephanie Fyfe, City Clerk**

Date of Issuance: November 2, 2021	Effective Date: October 1, 2020
Owner: City of Neodesha	Owner's Contract No.:
Contractor: Maguire Iron, Inc.	Contractor's Project No.:
Engineer: Professional Engineering Consultants, PA	Engineer's Project No.: 35-180004-012-2005
Project: Neodesha 200k Gallon CBD Water Tower	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Increase in the contract price for installation of fence around entire water tower property (\$3,600) and the addition of "NEODESHA" text to the Little Bear Tank (\$5,850). Increase in Contract Time of an additional 60 days.

Attachments: n/a

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
\$ <u>1,171,000.00</u>	Substantial Completion: <u>240 days</u>
	Ready for Final Payment: <u>270 days</u>
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> :
\$ <u>n/a</u>	Substantial Completion: <u>n/a</u>
	Ready for Final Payment: <u>n/a</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>1,171,000.00</u>	Substantial Completion: <u>240 days</u>
	Ready for Final Payment: <u>270 days</u>
	days or dates
Increase of this Change Order:	Increase of this Change Order:
\$ <u>9,450.00</u>	Substantial Completion: <u>60 days</u>
	Ready for Final Payment: <u>60 days</u>
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>1,180,450.00</u>	Substantial Completion: <u>300 days</u>
	Ready for Final Payment: <u>330 days</u>
	days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>	
Date: <u>11/3/2021</u>	Date: <u>11/10/2021</u>	Date: <u>November 2, 2021</u>	

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_