

Agenda

City Commission of the City of Neodesha, KS

January 26, 2022 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 January 10, 2022 Minutes
- Appropriation (2021) 24
- Appropriation (2022) 01
- Raw Water Project Bond Appropriation 99

Item 4: Business Items to Consider

- A. Ordinance: Authorizing GO Bonds for Gas Line Project
- B. Resolution: Bond Resolution; Series 2022-A
- C. Public Hearing: Gas Line Project; Project Performance Hearing; Rose Mary Saunders, Ranson Financial Group LLC
- D. Gas Line Project: Approve CDBG Close-out Documents
- E. Ordinance: Dangerous Structures 615 Mill Street
- F. Public Hearing: Dangerous Structures 502 N. 6th Street
- G. Resolution: Dangerous Structures 502 N. 6th Street
- H. Resolution: Dangerous Structures 221 N. 11th Street
- I. Resolution: Dangerous Structures 905 Carolina Street
- J. 2022 Contract for 4th of July Fireworks
- K. Appoint Director 2 Position for KMEA
- L. Appoint Alternate Position for KMEA
- M. Consider Pandemic Related Paid Time-Off Policy
- N. Approve Purchase of Police Vehicle

Item 5: Date/Time of Next Regular Meeting

Wednesday, February 9, 2022 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

AGENDA COMMENTS

CITY COMMISSION MEETING

January 26, 2022

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: Authorizing GO Bonds for Gas Line Project

The Commission is asked to approve Ordinance 1759, for the gas line project, authorizing the issuance of GO Bonds, Series 2022-A, in the amount of \$1,766,000, to finance the costs of the improvements to the City's gas utility system.

RECOMMENDED MOTION: *I move to approve Ordinance 1759 as presented.*

4.B: Resolution: Bond Resolution; Series 2022-A

The Commission is asked to approve Resolution 22-04, for the gas line project. This Resolution provides the form and details of the bond issue, and authorizes the sale and delivery of GO Bonds, Series 2022-A, in the principal amount of \$1,766,000 to pay for the improvements to the City's gas utility system.

RECOMMENDED MOTION: *I move to adopt Resolution 22-04 as presented.*

4.C: Public Hearing: Gas Line Project; Project Performance Hearing; Rose Mary Saunders, Ranson Financial Group LLC

The Commission is asked to conduct a public hearing on the gas line project. Rose Mary Saunders, Ranson Financial Group, our consultant on the CDBG grant, informs us that we need to conduct this advertised public hearing in order to close out the CDBG grant for the gas line project. Crystal Hinnen, Ranson Financial Group, will be in attendance to assist with the CDBG grant close out.

RECOMMENDED MOTION: *N/A*

4D: Gas Line Project: Approve CDBG Close-out Documents

For this agenda item, the Commission will receive Crystal Hinnen, Ranson Financial Group, for approval of the CDBG grant close out paperwork.

RECOMMENDED MOTION: *I move to approve the necessary documents for closing the CDBG grant for the gas line project, and authorize the Mayor to sign.*

4.E: Ordinance: Dangerous Structures 615 Mill Street

This agenda item was tabled by the Commission on December 22, 2021. The Commission is asked to approve Ordinance 1760, providing authority for the structures located at 615 Mill Street to be demolished and the property to be made safe.

RECOMMENDED MOTION: *I move to approve Ordinance 1760, directing the removal of certain dangerous and unsafe structures at 615 Mill Street.*

4.F: Public Hearing: Dangerous Structures 502 N. 6th Street

On December 8, 2021, the Commission approved Resolution 21-37, to set a public hearing date, January 26, 2022, to show cause why the structures located at 502 N. 6th 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 502 N. 6th Street.

RECOMMENDED MOTION: *N/A*

4.G: Resolution: Dangerous Structures 502 N. 6th Street

Depending on the outcome of agenda item 4F, The Commission is asked to approve Resolution 22-05, 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 22-05 declaring the property located at 502 N. 6th 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: Resolution: Dangerous Structures 221 N. 11th Street

The Commission is asked to consider Resolution 22-06, calling for a Public Hearing, April 14, 2022, 2pm, in the Commission Chambers, to show cause why the structure located at 221 N. 11th Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 22-06 setting a public hearing for April 14, 2022 as presented.*

4.I: Resolution: Dangerous Structures 905 Carolina Street

The Commission is asked to consider Resolution 22-07, calling for a Public Hearing, April 14, 2022, 2pm, in the Commission Chambers, to show cause why the structure located at 905 Carolina Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 22-07 setting a public hearing for April 14, 2022 as presented.*

4.J: 2022 Contract for 4th of July Fireworks

This agenda item was tabled by the Commission on January 10th, 2022. The Commission is asked to approve the contract with Stellar Fireworks LLC, for the 4th of July 2022, at a cost of \$9,000.

RECOMMENDED MOTION: *I move to approve the contract with Stellar Fireworks, at a cost of \$9,000 dollars.*

4.K: Appoint Director 2 Position for KMEA

The City's KMEA Directors serve on a two-year basis. The Director #1 position is filled by Brandon Hearn, and expires 4/30/2023. The Director #2 term, filled by the City Administrator, will expire April 30, 2022. The Commission is asked to appoint the City Administrator as Director #2 for KMEA.

RECOMMENDED MOTION: *I move to appoint the City Administrator as Director #2 for KMEA.*

4.L: Appoint Alternate Position for KMEA

Stephanie Fyfe, City Clerk/Finance Director, is currently the KMEA Alternate Director. Her term expires April 30, 2022. For this agenda item, the Commission is asked to appoint the voting Alternate for KMEA.

RECOMMENDED MOTIONS: *I move to appoint the City Clerk as the Alternate Director for KMEA.*

4.M: Consider Pandemic Related Paid Time-Off Policy

On November 16, 2021, the Commission approved paid time-off for employees who are ordered quarantined by the Wilson County Health Department. This policy has been assumed to apply to not only the employee, but to any member of the family ordered quarantined where the quarantine would apply to the employee due to their proximity to the positive case. Due to recent changes in contact tracing, specifically the elimination of contact tracing, the Wilson County Health Department is now only tracking the isolation of those who have tested positive for pandemic-related illnesses. Therefore, Staff believes that the paid time-off policy is now invalidated by the changes in contact tracing.

Recent research by Staff of many other cities in Kansas reveals that most cities are not providing paid time-off. Therefore, Staff recommends that this invalidated policy be rescinded.

RECOMMENDED MOTIONS: *I move to terminate the pandemic-related paid time-off policy effective February 1st, 2022.*

4.N: Approve Purchase of Police Vehicle

In the 2022 budget season, the Commission approved the purchase of a police vehicle for 2022. Now however, we have learned that the cost of a single police vehicle far exceeds our budgeted amount. Staff has been in contact with Mike Billings, USDA-RD, to inquire about grant funding for this type of equipment. We are hopeful of receiving this equipment grant, but are very concerned about the lead-time for receiving a new police vehicle (approximately 6-8 months). Therefore, the Commission is asked to approve the purchase of a police vehicle so that one may be ordered. The vehicle will not be billed to us until it arrives.

RECOMMENDED MOTIONS: *I move to approve the purchase of a police vehicle from Rusty Eck Ford, at a cost not to exceed \$38,000.*

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 Monday, January 10, 2022 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Tom Nichol, duly elected Commissioner of the City of Neodesha on the 2nd day of November, 2021, having subscribed to his Oath of Office, takes his seat as Commissioner.

Commissioner Moffatt moved to approve the agenda as presented with the following additions: Item 3: Consent Agenda; Police Facility: Approval of R & S Construction Invoice; Item 4J: Consider Purchase of Fishing Dock and Item 4K: Consider Replacement of Police Vehicle Motor. 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 December 22, 2021 Commission Meeting; minutes from the December 28, 2021 Special Call Meeting; Appropriation (2021) 23; Raw Water Bond Appropriation 98; and Police Facility: Approval of R & S Construction Invoice. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding an Ordinance providing authority for the structures located at 1015 Oak Street to be demolished and the property to be made safe. Discussion held.

ORDINANCE NO. 1758

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT 1015 OAK 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, AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURES, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH STRUCTURE IS LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution 21-29 dated October 27th, 2021, that the structure hereinafter described as unsafe and dangerous and did direct the owner of such structure to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structure to be razed and removed, and

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

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

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

Section 1: The enforcing officer is hereby authorized and directed to cause the dwelling located at 1015 Oak Street, 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 to be razed and removed and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

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

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

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

(continued on next page)

Commissioner Moffatt moved to approve Ordinance 1758, directing the removal of certain dangerous and unsafe structures at 1015 Oak Street. Seconded by Commissioner Nichol. Motion carried.

The Governing Body welcomed Dave Arteberry of Stifel, Nicolaus & Company Inc, for a discussion related to project finance for the Gas Line Project. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding a resolution that has been prepared by bond counsel, Triplett, Woolf & Garretson, and provides the necessary Commission authorization for closing out the City's temporary note financing for the Gas Line Project. Discussion held.

RESOLUTION NO. 22-01

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS
DECLARING IT NECESSARY AND ADVISABLE TO PROVIDE FOR THE GIVING OF
NOTICE OF REDEMPTION OF THE CITY'S GENERAL OBLIGATION RENEWAL
TEMPORARY NOTES, SERIES A, 2021.**

WHEREAS, the City of Neodesha, Kansas (the "City") has previously issued its General Obligation Renewal Temporary Notes, Series A, 2021 (the "2021 Notes") in the original principal amount of \$1,766,000; and

WHEREAS, the improvements financed with the proceeds of the 2021 Notes are complete and in connection with the permanent financing thereof it is necessary and desirable to provide for the refunding and redemption of the 2021 Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NEODESHA, KANSAS AS FOLLOWS:

SECTION 1. The City hereby indicates its intent to redeem and refund the 2021 Notes (as defined above) on February 28, 2022 or as soon thereafter as practicable. The City's intent is conditioned upon the issuance of the City's general obligation bonds for such purpose on or before the date indicated.

SECTION 2. The Mayor and City Clerk are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purposes contemplated by this Resolution, including, but not limited to, providing any necessary notice of the City's intent to redeem the 2021 Notes and waiving any notice which may otherwise be required and the execution of the Fiduciary Engagement Agreement with the Financial Advisor.

SECTION 3. This Resolution shall take effect and be in force from and after its adoption.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas on the 10th day of January, 2022.

Commissioner Nichol moved to approve Resolution 22-01 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution amending the City's procurement policy to add certain spending authority for the Assistant to the City Administrator. Discussion held.

RESOLUTION NO. 22-02

**A RESOLUTION AMENDING THE CITY OF NEODESHA PROCUREMENT POLICY; ESTABLISHING AND
CREATING A PURCHASE AND BIDDING PROCEDURE FOR THE PROCUREMENT OF GOODS AND/OR SERVICES
BY THE CITY OF NEODESHA.**

(a complete copy of this resolution can be viewed in the City Clerk's office)

Commissioner Moffatt moved to adopt Resolution 22-02, amending the City of Neodesha Procurement Policy. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding suggested changes to the Position Classification and Pay Plan Policy. The suggested changes are related to the realignment of work responsibilities, and the placement of the water distribution system work in the Water/Wastewater Department. Also included in this resolution is a 2-percent Cost of Living Adjustment (COLA) pay increase for all positions. An executive session for non-elected personnel was requested to discuss the particulars of certain positions.

Commissioner Nichol 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 2:45 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 2:45 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.

RESOLUTION 22-03

**A RESOLUTION AMENDING THE POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA,
KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-14.**

(continued on next page)

WHEREAS, K.S.A. 12-101 provides that a city may exercise the powers of home rule in determination of local affairs, and the City of Neodesha is a City of the Second Class as defined by Kansas Statute; and

WHEREAS, the management of the City of Neodesha regarding personnel rules, employee classification plans, compensation and related administrative procedures and policies are a permissible exercise of home rule powers, pursuant to K.S.A. 12-101a; and

WHEREAS, the City of Neodesha Governing Body established a pay plan and position descriptions for all City of Neodesha employees in the form of a Position Classification and Pay Plan document to establish an equitable pay system based upon merit performance to be administered by the City Administrator:

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:

That the following amendments be made to the adopted Position Classification and Pay Plan for the City of Neodesha:

- Inclusion of job description for a Water/Wastewater Distribution Operator.
- Addition of two Water/Wastewater Distribution Operators to the Water/Wastewater Department organization chart.
- Inclusion of job description for an Electric Groundman.
- Amend the Electric Department organization chart to reflect three Lineman positions.
- Deletion of job description for Assistant Cemetery Sexton/Parks Foreman.
- Deletion of job description for Administrative Assistant/Laborer.
- Amend the Public Works Department organization chart to reflect two Equipment Operator positions.
- Amend Section 4 Pay Tables, to add Water/Wastewater Distribution Operator to Grade 3, and Electric Groundman to Grade 4.
- Amend Section 4 Pay Tables, to remove the Assistant Cemetery Sexton/Parks Foreman, and the Administrative Assistant/Laborer.
- Amend Section 4 Pay Tables, to add a two-percent Cost of Living Adjustment (COLA) for Budget Year 2022.
- Amend Table of Contents, organization charts, and page numbers to reflect the above-mentioned changes.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 10th day of January, 2022.

Commissioner Moffatt moved to approve Resolution 22-03, amending the Position Classification and Pay Plan. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of electric transformer equipment. Discussion held.

Commissioner Nichol moved to approve the purchase of transformer equipment from T & R Electric at a cost not to exceed \$76,120. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the 2022 Contract for 4th of July Fireworks. This item was originally tabled from the December 22, 2021 meeting. Staff has been in contact with the fireworks provider, and we have not received the draft contract as of this date. Discussion held.

Commissioner Moffatt moved to table this item until the January 26, 2022. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the current condition of our water distribution system. Jay Bair, Water Superintendent, was present by Zoom to aid in the discussion. No action taken.

Administrator Truelove addressed the Commission regarding the City's current software applications, and the perceived need to change software providers. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the purchase of a fishing dock. At the August 25, 2021 meeting, the Governing Body approved accepting the KS Wildlife and Parks grant through the Community Fisheries Assistance Program. The grant is a 75/25 matching grant and must be used to improve fishing at the pond. Discussion held.

Commissioner Nichol moved to approve the purchase of a fishing dock from Pond King, at a cost not to exceed \$21,782. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the consideration of replacing the motor in the police department pickup truck. Discussion held.

Commissioner Moffatt moved to approve the quote from D & D Automotive for replacing a motor, at a cost not to exceed \$11,000. Seconded by Commissioner Nichol. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, January 26, 2022 at 2:00 p.m.

At 3:20 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

ORDINANCE NO 24

12/31/2021

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ACCURATE ENVIRONMENTAL LLC	LAB SUPPLIES	268.17	69977	1/26/2022
APCO INTERNATIONAL INC	LICENSE RENEWAL	100.00	69978	1/26/2022
BLESSED BLOSSOMS	SYMPATHY PLANT	75.00	69979	1/26/2022
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	779.27	69980	1/26/2022
COLLECTION BUREAU OF KS	DEC COLLECTION FEES	410.88	69981	1/26/2022
CONSTELLATION NEWENERGY	DECEMBER BILLING	99,220.67	69982	1/26/2022
FREDONIA OUTDOOR EQUIPMENT	SUPPLIES	110.25	69983	1/26/2022
FREDONIA TRUE VALUE HARDWARE	ELECTRIC SUPPLIES	89.50	69984	1/26/2022
INDUSTRIAL SALES COMPANY INC	GAS SUPPLIES	897.54	69985	1/26/2022
KANSAS DEPARTMENT OF REVENUE	2021 WTP FEES	1,035.65	69986	1/26/2022
KEY EQUIPMENT & SUPPLY CO	SUPPLIES	12,151.81	69987	1/26/2022
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	321.56	69988	1/26/2022
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,974.11	69989	1/26/2022
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	428.30	69990	1/26/2022
MURPHY TRACTOR & EQUIPMENT CO	EQUIPMENT PARTS	394.90	69991	1/26/2022
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	377.00	69993	1/26/2022
NEWTON'S TRUE VALUE HARDWARE	SERVICE CALL	190.00	69994	1/26/2022
SCHULTE SUPPLY INC	MULTI DRILL KIT	142.30	69995	1/26/2022
SOUTHERN STAR CENTRAL GP INC	DECEMBER BILLING	61,237.20	69996	1/26/2022
UNIFIRST CORPORATION	RUG & CLEANING SUPPLIES	1,225.93	69997	1/26/2022
WESTERN AUTO	SUPPLIES	217.63	69998	1/26/2022
WA ST DEPT OF LICENSING	DRIVER RECORD	13.00	69700	12/14/2021
EVERGY	AIRPORT/RUNWAY LIGHTS	136.55	69701	12/14/2021
KANSAS STATE TREASURER	LOW INTEREST LOAN PYMT NO 2	138,030.38	69702	12/14/2021
BUSTERS BBQ & HOME COOKING	CATERING HEALTH INS MEETING	900.00	69703	12/14/2021
EQUITY BANK	PD CHARITY DONATION GC	500.00	69704	12/14/2021
WILSON CO TREASURER	TAG & TITLE 2021 DODGE CHARGER	28.75	69705	12/14/2021
JEFF HULL'S PAVING & SEAL COAT	ST REPAIR PAVING COMPLETION	15,627.00	69706	12/14/2021
RWD #4	AIRPORT/RURAL WATER	28.60	69707	12/14/2021

VISA	MEMBER DUES, TRAINING, SUPPLIES	4,816.75	69708	12/14/2021
SPARKLIGHT	INTERNET SERVICE	169.78	69709	12/14/2021
EQUITY BANK	EMPLOYEE YEARS OF SERVICE	400.00	69767	12/30/2021
THE KITCHEN TABLE	EMPLOYEE CHRISTMAS LUNCHEON	954.00	69768	12/30/2021
RACHEL GUTSCHENRITTER	UTILITY OVERPYMT REFUND	371.09	69769	12/30/2021
A T & T	PHONE CHARGES	603.43	69770	12/30/2021
A T & T	PHONE CHARGES	249.30	69771	12/30/2021
WL CO REGISTER OF DEEDS	DEED FILING	21.00	69772	12/30/2021
EVERGY	AIRPORT/RUNWAY LIGHTS	173.51	69773	12/30/2021
SPARKLIGHT	INTERNET SERVICE	92.51	69774	12/30/2021
ADVANCE INSURANCE CO	JANUARY PREMIUMS	486.07	69775	12/30/2021
KEENAN FYFE	BCBS DEDUCT REIMBURSEMENT	57.02	69776	12/30/2021
DAVID BOSCH	2021 SAFETY TRAINING WINNER	100.00	69777	12/30/2021
WEX BANK	FUEL PURCHASES	7,749.42	69778	12/30/2021
US POST OFFICE	DECEMBER BILLING	315.76	69779	12/30/2021
COLONIAL LIFE INS CO	NOV PREMIUM REMAINING BALANCE	31.66	69892	12/31/2021
****TOTAL****		354,503.25		

APPROPRIATIONS REPORT**ORDINANCE NO 1****1/26/2022**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ADVANCE INSURANCE COMPANY	FEBRUARY PREMIUMS	457.42	70000	1/26/2022
APGA SIF	RENEWAL FEE	395.00	70001	1/26/2022
ASCAP	2022 MUSIC LICENSE FEE	390.00	70002	1/26/2022
CALLTOWER	PHONE CHARGES	542.51	70003	1/26/2022
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	745.82	70004	1/26/2022
CCMFOA OF KANSAS	2022 MEMBERSHIP DUES	150.00	70005	1/26/2022
CHASE PEST CONTROL LLC	EXTERMINATOR SVC	420.00	70006	1/26/2022
CINTAS	FIRST AID SUPPLIES	542.15	70007	1/26/2022
CITY ATTORNEYS ASSOC OF KANSAS	MEMBERSHIP DUES	35.00	70008	1/26/2022
CULLIGAN OF INDEPENDENCE	JANUARY WATER SERVICE	202.85	70009	1/26/2022
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 2/22	50.00	70010	1/26/2022
HACH COMPANY	LAB SUPPLIES	494.94	70012	1/26/2022
HARMONY LODGE	1ST QTR LEASE 2022	900.00	70013	1/26/2022
HUBER & ASSOCIATES INC	ENTERPOL LICENSE & MAINTENANCE	4,224.00	70014	1/26/2022
KACM	2022 MEMBER DUES	100.00	70015	1/26/2022
KACM - DEANA SCOTT	MEMBER DUES	100.00	70016	1/26/2022
KANSAS MUNICIPAL UTILITIES	ELEC DUES	12,996.00	70017	1/26/2022
KANSAS DEPT OF HEALTH & ENVIRO	WATER ANALYSIS Q9000	678.00	70018	1/26/2022
LINN'S AIR COOLED ENGINES	SUPPLIES	1,565.99	70019	1/26/2022
MELS PRINTING	BUSINESS CARDS	99.40	70020	1/26/2022
BANK OF AMERICA	ROCK	3,970.66	70021	1/26/2022
MUNICIPAL CODE CORPORATION	SUPPLEMENT PAGES	2,042.09	70022	1/26/2022
PITNEY BOWES INC	INK CARTRIDGE/EZ SEAL	297.47	70023	1/26/2022
PRODUCERS CO-OP ASSOCIATION	AIRPORT FUEL	2,659.51	70024	1/26/2022
QUILL CORPORATION	MEMBERSHIP DUES	49.99	70025	1/26/2022
SOUTHEAST KANSAS INC	MEMBERSHIP DUES	100.00	70026	1/26/2022
SEKRPC	2022 MEMBERSHIP DUES	50.00	70027	1/26/2022
SHALOM TREE SERVICE	STUMP REMOVAL	3,875.00	70028	1/26/2022
SOCKET TELECOMM LLC	PHONE CHARGES	193.84	70029	1/26/2022

SPARKLIGHT	INTERNET SERVICE	92.51	70030	1/26/2022
STERICYCLE INC	DISPOSAL SERVICE	211.05	70031	1/26/2022
SUBSURFACE SOLUTIONS	CHARGERS	439.39	70032	1/26/2022
TRI VALLEY DEVELOPMENTAL SERV	DOCUMENT DESTRUCTION	13.00	70033	1/26/2022

****TOTAL****		221,862.25		
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ACH ELECTRIC ENERGY STATEMENTS BILLED NOVEMBER 2021

KMEA - SPA Hyrdro Project	December 2021 Service	3,201.33
KMEA - GRDA Power Supply Project	February 2022 Service	130,036.97
KMEA - Energy Mgmt Project No 3	December 2021 Service	136,622.65

TOTAL ACH Electric Energy Statements		269,860.95
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January 26, 2022

Vendor	Invoice No	Check No	Amount	Description
PEC Engineering	525793	1251	7,461.48	Engineering
PEC Engineering	525794	1251	13,710.65	Engineering
PEC Engineering	525795	1251	67,472.39	Engineering
GRAND TOTAL			<u>88,644.52</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Invoice

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



January 24, 2022

Project No: 180004-002

Invoice No: 525793

Project 180004-002 Neodesha Fall River Dam Repairs
Neodesha, KS

Professional Services through December 25, 2021

Level 1 02 Final Design

Fee

Total Fee 18,366.00

Percent Complete	90.00	Total Earned	16,529.40
		Previous Fee Billing	9,183.00
		Current Fee Billing	7,346.40

Total Fee 7,346.40

Reimbursable Expenses

Client Expenses - Reimbursable

7/30/2021	Norris, Tanya	Postage - 180004-002	9.60
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Travel & Subsistence - Reimbursable

6/11/2021	Koopman, Robert	Fuel for Neodesha site visit	34.00
7/7/2021	EAN Services, LLC	David Carpenter to Neodesha	71.48

Total Reimbursables 115.08 115.08

Total this Level 1 \$7,461.48

Total Current Invoice \$7,461.48

*****PLEASE NOTE*****

Total Due includes Current and Outstanding invoices.

Payment Terms are Net 30 days

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

Invoice

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



January 24, 2022
Project No: 180004-007
Invoice No: 525794

Project 180004-007 Neodesha Additional Services
Neodesha, KS

Professional Services through December 25, 2021

Level 1 04 PER Revisions

Professional Personnel

	Hours	Rate	Amount
Project Manager 2	11.00	165.00	1,815.00
Project Engineer 1	9.00	115.00	1,035.00
Totals	20.00		2,850.00
Total Labor			2,850.00
Total this Level 1			\$2,850.00

Level 1 05 Design Revisions

Professional Personnel

	Hours	Rate	Amount
Project Manager 2	9.00	165.00	1,485.00
Project Engineer 1	15.00	115.00	1,725.00
Design Technician 2	8.00	135.00	1,080.00
Design Technician 1	3.00	95.00	285.00
Totals	35.00		4,575.00
Total Labor			4,575.00
Total this Level 1			\$4,575.00

Level 1 11 Overtime Work

Professional Personnel

	Hours	Rate	Amount
Project Assistant	.50	75.00	37.50
Totals	.50		37.50
Total Labor			37.50
Total this Level 1			\$37.50

Level 1 14 Easement Prep

Project	180004-007	Neodesha Additional Services	Invoice	525794
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Professional Personnel

	Hours	Rate	Amount	
Project Manager 2	37.50	165.00	6,187.50	
Totals	37.50		6,187.50	
Total Labor				6,187.50

Reimbursable Expenses

Client Expenses - Reimbursable				
6/14/2021 FedEx			55.14	
Total Reimbursables		1.1 times	55.14	60.65
		Total this Level 1		\$6,248.15

Total Current Invoice	<u>\$13,710.65</u>
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*****PLEASE NOTE*****

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

Invoice

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



January 24, 2022

Project No: 180004-012

Invoice No: 525795

Project 180004-012 Neodesha 200k Gallon CBD Water Tower

Neodesha, KS

Professional Services through December 25, 2021

Level 1 04 Construction Admin

Fee

Total Fee 16,031.00

Percent Complete 100.00 Total Earned 16,031.00

Previous Fee Billing 6,165.50

Current Fee Billing 9,865.50

Total Fee 9,865.50

Total this Level 1 \$9,865.50

Level 1 06 RPR Services

Consultants

Consultants - Reimbursable

9/8/2021 KLM Engineering, Inc. 28,185.00

12/16/2021 KLM Engineering, Inc. 24,184.90

Total Consultants 1.1 times 52,369.90 57,606.89

Billing Limits

Current Prior To-Date
Total Billings 57,606.89 30,281.90 87,888.79

Limit 108,745.00

Remaining 20,856.21

Total this Level 1 \$57,606.89

Total Current Invoice \$67,472.39

*****PLEASE NOTE*****

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

(Published in *The Neodesha Derrick* on February 3, 2022)

ORDINANCE NO. 1759

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2022-A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,766,000, FOR THE PURPOSE OF FINANCING THE COSTS OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS TO THE CITY'S GAS UTILITY SYSTEM; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the governing body of the City of Neodesha, Kansas (the "City"), pursuant to Ordinance No. 1727, has previously determined it necessary and advisable to acquire, construct and replace the natural gas distribution system and related appurtenances (the "Project"), and declared its intention to issue general obligation bonds of the City in order to pay a portion of the costs thereof, pursuant to Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") and Charter Ordinance No. 16 of the City ("Charter Ordinance No. 16"); and

WHEREAS, the governing body of the City has authorized the payment of the costs of the Project in part from (i) proceeds of the City's general obligation bonds, which general obligation bonds will evidence the obligation of the City to repay Federal Aid from the United States of America acting through United States Department of Agriculture, Rural Development, its successor and assigns (the "Federal Agency") in an amount not to exceed \$1,766,000 and (ii) the proceeds of a Community Development Block Grant made through the Kansas Department of Commerce in the amount of \$600,000; and

WHEREAS, the governing body determines it necessary and appropriate to authorize and provide for the issuance of such general obligation bonds for the purpose of providing the necessary funds for the purposes described; and to specify the terms, details, form and conditions of the general obligation bonds.

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

SECTION 1. Authorization of the Bonds. General Obligation Bonds, Series 2022-A, of the City in the total principal amount of One Million Seven Hundred Sixty-Six Thousand Dollars (\$1,766,000) (the "Bonds") are authorized to be issued for the purpose of providing funds to pay a portion of the costs of acquiring, constructing and installing the Project described above. The Bonds shall be issued pursuant to the Home Rule Amendment and Charter Ordinance No. 16

(both as described above) in the manner and in conformance with K.S.A. 10-101 *et seq.* (the “Bond Act”).

The City shall sell and the United States of America acting through United States Department of Agriculture, Rural Development, its successor and assigns, shall purchase the Bonds for a price equal to the principal amount of the Bonds, plus accrued interest from the dated date of the Bonds to the date the Bonds are issued, if any. The Bonds shall evidence the City’s obligation to repay the Federal Aid to the Federal Agency.

SECTION 2. Security for the Bonds. The Bonds are general obligations of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally become due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same become due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment.

SECTION 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution hereinafter adopted by the governing body of the City (the “Resolution”).

SECTION 4. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the “Paying Agent”). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Agent, dated as of February 25, 2022 (the “Issuer/Agent Agreement”). The form and text of the Issuer/Agent Agreement are approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein 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 authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City. The Issuer/Agent Agreement is incorporated in and made a part of this Ordinance as though fully set forth at this place; provided however, the inclusion of the Issuer/Agent Agreement in the publication of this Ordinance shall not be required.

SECTION 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as

the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Series 2022-A Principal and Interest Account as defined in the Resolution.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

SECTION 6. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, no use will be made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 7. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

SECTION 8. Further Authority. The City and its officers, agents and employees are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with this Ordinance and to give effect to the transactions contemplated hereby, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 9. Severability. If any provision of this Ordinance 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 whatsoever.

SECTION 10. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

SECTION 11. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City's official newspaper.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas
on the 26th day of January, 2022.

CITY OF NEODESHA, KANSAS

[seal]

By _____
Devin Johnson, Mayor

ATTEST:

By _____
Stephanie Fyfe, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Neodesha, Kansas met in regular session, at the usual meeting place in said City on January 26, 2022 at 2:00 p.m., with Mayor Devin Johnson presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, there was presented to the governing body an Ordinance entitled:

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2022-A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,766,000, FOR THE PURPOSE OF FINANCING THE COSTS OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS TO THE CITY'S GAS UTILITY SYSTEM; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, the Ordinance was considered and discussed, and upon the motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of the governing body, it was given No. 1759 and was directed to be signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to publish the Ordinance one time in the City's official newspaper as required by law and as provided therein.

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022-A, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$1,766,000, OF THE CITY OF NEODESHA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1759 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

Thereupon, the Resolution having been adopted by a majority vote of the members of the governing body, it was given No. 22-04 and was directed to be signed by the Mayor and attested by the City Clerk.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the January 26, 2022 meeting of the governing body of the City of Neodesha, Kansas.

[seal]

Stephanie Fyfe, City Clerk

RESOLUTION NO. 22-04

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022-A, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$1,766,000, OF THE CITY OF NEODESHA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1759 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the governing body of the City of Neodesha, Kansas (the "City") adopted Ordinance No. 1759 (the "Bond Ordinance") authorizing the issuance of the City's General Obligation Bonds, Series 2022-A (the "Bonds"); and

WHEREAS, the Bond Ordinance authorized the governing body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

SECTION 1. Authority for Bonds; Security.

(A) The Bonds are authorized and directed to be issued by the Bond Ordinance in the principal amount of and for the purposes described in the Bond Ordinance. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the "Bond Act").

(B) The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally becomes due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment. When received, the proceeds derived from the aforesaid taxes shall be deposited into the Series 2022-A Principal and Interest Account hereinafter created by this Resolution; provided, that if at any time the amount in the Series 2022-A Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the City Clerk is authorized to transfer from the City's general funds to the Series 2022-A Principal and Interest Account hereinafter created, the amount required for such payments and to then reimburse the City's general funds for such expended amounts immediately upon the collection and receipt of said taxes.

SECTION 2. Details of Bonds; Amortization Schedule; Payment of Principal and Interest. The Bonds shall be issued as one single fully registered, certificated bond, without coupons, in the original denomination of \$1,766,000, or may thereafter be issued in any denomination which is equal to the then outstanding principal amount of the Bonds. The Bonds shall be designated "City of Neodesha, Kansas, General Obligation Bonds, Series 2022-A", and shall be dated as of the date the Bonds are delivered (the "Dated Date"), and the principal of the Bonds shall mature in annual installments in the years and in the amounts set forth on the Amortization Schedule attached to this Resolution as **Schedule I** (the "Principal Payment Dates"). Interest shall accrue on the Bonds at the rate of 2.125% per annum (the "Rate of Interest") on the outstanding principal of the Bonds (calculated on the basis of a 365-day calendar year). Interest on the Bonds shall be payable in annual installments commencing February 25, 2023 (the "Interest Payment Dates"), and continuing until the principal amount of the Bonds is fully paid or provision made for such payment.

The Amortization Schedule as shown on **Schedule I** is incorporated in this Resolution by this reference as though fully set forth here and is authorized and directed to be printed on the Bonds.

The principal of and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent mailed to the owner of the Bonds (the "Owner") at its address shown on the books of the Bond Registrar (the "Registration Books") as of the fifteenth (15th) day of the month prior to a payment date (the "Record Date"), notwithstanding the foregoing, so long as United States of America, acting through the United States Department of Agriculture, Rural Development ("USDA") is owner of the Bonds, all payments of principal and interest on the Bonds payable on any Payment Date (hereinafter defined) shall be made by pre-authorized debit or similar banking means, or such other manner as from time to time specified by the USDA. Upon the full and final payment of all the outstanding principal of the Bonds and all interest thereon, whether at final maturity or on earlier redemption as provided by this Resolution, the Owner shall be required to surrender the Bond to the Paying Agent for cancellation as required by law.

In any case where a Principal Payment Date or an Interest Payment Date (collectively a "Payment Date") occurs on a date which is, a Saturday, Sunday or any day designated as a holiday by the United States Congress 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 or interest need not be made on such Payment Date, but may be made on the next succeeding business day with the same force and effect as if made on the applicable Payment Date, and no interest shall accrue for the period after such scheduled Payment Date.

SECTION 3. Redemption of Bonds.

(A) Optional Redemption. At the option of the City, the Bonds are subject to redemption, in whole or in part, on any date selected by the City (the "Redemption Date"), at a redemption price equal to 100% of the principal of the Bonds so redeemed plus all accrued and unpaid interest on such Principal Amount so redeemed to the Redemption Date.

(B) Redemption Upon Graduation. The City hereby acknowledges the provisions of 7 U.S.C. 1983(3) and the right and ability of the United States Government, during the time it is the Owner of the Bonds, to require redemption of the Bonds according to such provisions.

The City shall give notice of any call for redemption and payment of the Bond, pursuant to the provisions of subparagraph (A) above, to the Paying Agent at least 45 days prior to the Redemption Date; and the Paying Agent shall then give notice in writing of such call for redemption and payment to the Owner of the Bonds by United States first class mail mailed not less than 30 days before to the Redemption Date.

On or prior to the Redemption Date, the City shall deposit with the Fiscal Agent sufficient funds to pay the outstanding principal amount of the Bonds or portion thereof called for redemption and payment together with all unpaid and accrued interest thereon to the Redemption Date. Upon the deposit of said moneys, and the giving of notice in the form and manner specified in this Resolution, the principal of the Bonds called for redemption shall cease to bear interest from and after the Redemption Date. Any unredeemed principal of the Bonds shall continue to bear interest as provided herein.

SECTION 4. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the governing body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds and pursuant thereto, has designated and appointed the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the "Paying Agent" or "Bond Registrar"). The terms, conditions and provisions under which the State Treasurer will perform its duties as Bond Registrar and Paying Agent for the Bonds are set forth in an "Agreement Between Issuer and Agent", dated as of February 25, 2022 (the "Issuer/Agent Agreement") and authorized by the Bond Ordinance.

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the "Registration Books"), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond 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 Bond, including the interest thereon, to the extent of the sum or sums so paid.

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

SECTION 6. Execution and Authentication. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and shall have affixed or an imprinted thereon a facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration which shall be printed on the reverse of the bonds, attested by a facsimile of the City's official seal imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in his or her office, which registration shall be evidenced by his or her manual or facsimile signature on a Certificate of State Treasurer which shall be printed on the reverse of the Bonds, and which shall be attested by a facsimile of his or her official seal imprinted opposite his or her signature. In case any officer of the City or of the State whose signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, 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 bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Bond Registrar, and such duly executed Certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond shall be deemed to have been duly executed by it when manually signed by an authorized officer or signatory thereof; and it shall not be necessary that the same officer or signatory of the Bond Registrar manually sign such Certificate on all Bonds issued under this Resolution.

SECTION 7. Payment of Costs. The City shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing a Bond or Bonds 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 Bonds.

SECTION 8. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by a printed certificate in the form required by Section 2 of this Resolution and the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Home Rule Amendment and Charter Ordinance No. 16 (as defined in the Bond Ordinance), for the purpose of paying the costs of acquiring the Project (as defined in the Bond Ordinance) in the City and the Amortization Schedule shall be printed thereon. The text of the approving legal opinion of Bond Counsel shall also be printed in the Bond, together with a certification of the City Clerk relating thereto, which certification shall be signed by the manual or facsimile signature of the City Clerk.

The governing body hereby authorizes, orders and directs Triplett Woolf Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 9. Creation and Ratification of Accounts. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following accounts for the Bonds:

(A) General Obligation Bonds, Series 2022-A Principal and Interest Account (the “Series 2022-A Principal and Interest Account”); and

(B) General Obligation Bonds, Series 2022-A Project Fund (the “Project Fund”).

SECTION 10. Sale and Delivery of Bonds; Disposition of Proceeds. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this resolution, including a reasonable inventory quantity of bond certificates for transfer, exchange and replacement in accordance with the provisions hereof; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided. The Bonds having been sold as provided by law, they shall be delivered to United States of America, Department of Agriculture, Rural Development, 4300 Goodfellow Blvd., Bldg. 104, St. Louis, Missouri 63120-1703 (the “Original Purchaser”), upon receipt by the City of the full purchase price therefor, being par, premium, if any, and accrued interest from the Dated Date to the date of issuance and delivery.

The proceeds from the sale of the Bonds shall be deposited into the Treasury of the City for the credit of and shall be applied, together with other monies of the City, as follows:

(A) The amount of the proceeds representing accrued interest on the Bonds, if any, and the amount of the proceeds representing premium paid on the Bonds, if any, shall be credited (none is anticipated) to and deposited in the Series 2022-A Principal and Interest Account; and any said accrued interest will be used toward the payment of the first maturing interest on the Bonds, and any said premium will be used toward the payment of the first maturing principal on the Bonds; and

(B) \$1,766,000 shall be deposited in the Project Fund along with other funds available to pay costs of the Project.

SECTION 11. Application of Money in Accounts.

Principal and Interest Account. The Series 2022-A Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys from the issuance, sale and delivery of the Bonds which represent accrued interest and premium, if any, and for the deposit of ad valorem taxes levied to make payments of the principal of and interest on the Bonds or amounts transferred from the general funds of the City to pay principal of and interest on the Bonds on any Payment Date, and for no other purpose. All amounts paid and credited to the Series 2022-A Principal and Interest Account shall be expended by the City solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds and to pay the usual and customary fees of the Paying Agent. The Series 2022-A Principal and Interest Account may be created as a subaccount of the City’s Bond and Interest Fund.

Project Fund. The Project Fund shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Bonds for the purpose of paying the costs associated with purchasing and acquiring the Project, as well as any applicable costs of issuance associated with the issuance of the Bonds. Amounts in the Project Fund not so applied shall be transferred to the Series 2022-A Principal and Interest Account and applied to the payment of principal of and/or interest on the Bonds.

SECTION 12. Resolution Constitutes Contract; Remedies of Owners. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their 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 Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their 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 equal benefit of all of the Owners. Nothing in this Resolution or in the Bonds 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 Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without reference to or consent of any other Owners. No remedy herein conferred upon the Owners 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 regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such default or be construed as an acquiescence therein, and every right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In

case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners 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 Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project, or (iv) to conform this Resolution to the Code (as hereinafter defined) 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 an ordinance of the City with the consent of the Owners of not less than One Hundred Percent (100%) in principal amount of the bonds then outstanding and, so long as the Bond is held or insured by the Original Purchaser, such consent to be evidenced by an instrument or instruments executed by the Owners and the Original Purchaser 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, the following modifications or alternations shall require the written consent of One Hundred Percent (100%) of the Owners of the then outstanding Bonds:

(A) Extending the maturity of any payment of principal or interest due upon the Bonds, or

(B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or

(C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or

(D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

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 ordinance of the City authorizing said modifications, as hereinabove provided for, duly certified and published, as well as proof of consent to such modification by the Owners of not less than the percentage of the principal amount of the bonds then outstanding as hereinabove required therefor. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 15. Defeasance. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights

granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been complied with. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Paying Agent or such Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution. The provisions of this Section are subject to the following proviso:

As long the Bonds or any portion thereof are owned or insured by the Original Purchaser, no provisions for the payment of the Bonds shall be made in accord with this Section unless either (i) all of the Bonds then outstanding shall be paid or provision made for their payment concurrently with the deposit of funds to pay the Bonds as required in this Section or any remaining balance of the Bonds shall be paid at the first Interest Payment Date or Principal Payment Date following the deposits described in this Section with respect to the Bonds, or (ii) consent to a partial defeasance of the Bonds is obtained from the Original Purchaser of the Bonds.

SECTION 16. Particular Covenants of the City; The Project.

(A) No Sale or Lease. As long as the Bonds or any part thereof are outstanding the City shall not sell, lease or otherwise dispose of the Project or any material part thereof. The City may, however, dispose of any property comprising a non-integral portion of the Project that has become obsolete, non-productive or otherwise unusable to the advantage of the Project.

(B) Insurance. The City covenants and agrees to carry and maintain a reasonable amount of property and liability insurance upon the Project insofar as they are of an insurable nature, the amount of such insurance being such amount as would normally be carried by a municipal corporation engaged in a similar type of business; provided that, the amounts of such insurance to be carried may be specified by the Original Purchaser as long as the Bonds are held or insured by the Original Purchaser. In the event of loss or damage to the Project, the City will, with all reasonable dispatch, use the net proceeds of any such insurance to repair or replace the property damaged or destroyed, or, if such repair or replacement is unnecessary or impossible,

then in acquiring supplemental Project or to redeem or purchase in the open market any outstanding indebtedness of the Project.

So long as the Bonds are owned or insured by USDA, all officers and employees of the City handling the Funds and Accounts shall be bonded in each Fiscal Year in an amount not less than the annual debt service requirement on the Outstanding Bonds, until the final maturity date of the Outstanding Bonds or such other amount as is agreed to by USDA. As long as any of the Bonds owned or insured by USDA remain Outstanding, the Issuer will annually submit a report of its insurance and fidelity bond coverage to USDA for review and approval

(C) Refinancing. As long as the Bonds are owned or insured by the Original Purchaser, the City agrees to refinance, in whole or in part, any Bonds currently outstanding, upon the request of the Original Purchaser, if at any time it should appear to the Original Purchaser that the City is able to and the City is, in the opinion of its Bond Counsel, authorized by law to so refinance by obtaining a loan for such purpose from a responsible cooperative or private sources at reasonable rates and terms.

(D) USDA Loan Resolution. To the extent permitted by law and as long as the Original Purchaser is the owner of the Bonds, the Bonds shall be subject to the terms of Form RD 1942-47 Loan Resolution (Public Bodies) and the City's USDA Loan Resolution adopted on the date of this Resolution which is attached to this Resolution as **Exhibit A**.

(E) Audits. To the extent required by law, as long as the Original Purchaser is the Owner or insurer of the Bonds, the City shall cause audits of the City to be made at such times and in such manner as the Original Purchaser shall require as described in RD 1942-A, section 1942.17(q)(4) and in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFA Part 400.

(F) Inspection of Project. As long as the Original Purchaser is the Owner or insurer of the Bonds, the Original Purchaser shall have the right at all reasonable times to inspect the Project and all of the books, records, accounts and data relating thereto, and the City shall furnish the Original Purchaser with all information concerning the Project and the operations thereof which may reasonably be requested.

SECTION 17. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar after payment of the principal amount of and the interest represented thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 18. Tax Covenants. The governing body of the City covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, no use will be made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); and that it will comply with all

applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 19. Designation as Qualified Tax-Exempt Obligations. The governing body of the City has designated the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code in the Bond Ordinance.

SECTION 20. Exemption from Securities and Exchange Commission Rule 15c2-12(b)(5). The Bonds are in minimum denominations of \$100,000 or greater and are being sold to only to the Original Purchaser, and the Original Purchaser has represented to the City that it reasonably believes that it meets the requirements of paragraph (d)(1)(i) of SEC Rule 15c2-12, therefore the Bonds are offered in a transaction exempt from the provisions of such rule pursuant to paragraph (d)(1) thereof.

SECTION 21. Other Documents. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 22. Further Authority. The City shall, and the officers, agents and employees thereof, are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated hereby.

SECTION 23. Severability. If any provision of this 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 whatsoever.

SECTION 24. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

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ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas
on the 26th day of January, 2022.

CITY OF NEODESHA, KANSAS

[seal]

By _____
Devin Johnson, Mayor

ATTEST:

By _____
Stephanie Fyfe, City Clerk

SCHEDULE I

AMORTIZATION SCHEDULE

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Amount</u>	<u>Outstanding Balance</u>
02/25/2022			\$1,766,000.00
02/25/2023	65,996.00	28,468.50	1,737,531.50
02/25/2024	65,996.00	29,073.46	1,708,458.04
02/25/2025	65,996.00	29,591.80	1,678,866.24
02/25/2026	65,996.00	30,320.09	1,648,546.15
02/25/2027	65,996.00	30,964.39	1,617,581.76
02/25/2028	65,996.00	31,622.39	1,585,959.37
02/25/2029	65,996.00	32,202.03	1,553,757.34
02/25/2030	65,996.00	32,978.66	1,520,778.68
02/25/2031	65,996.00	33,679.45	1,487,099.23
02/25/2032	65,996.00	34,395.14	1,452,704.09
02/25/2033	65,996.00	35,041.46	1,417,662.63
02/25/2034	65,996.00	35,870.67	1,381,791.96
02/25/2035	65,996.00	36,632.92	1,345,159.04
02/25/2036	65,996.00	37,411.37	1,307,747.67
02/25/2037	65,996.00	38,130.23	1,269,617.44
02/25/2038	65,996.00	39,016.63	1,230,600.81
02/25/2039	65,996.00	39,845.73	1,190,755.08
02/25/2040	65,996.00	40,692.45	1,150,062.63
02/25/2041	65,996.00	41,490.21	1,108,572.42
02/25/2042	65,996.00	42,438.84	1,066,133.58
02/25/2043	65,996.00	43,340.66	1,022,792.92
02/25/2044	65,996.00	44,261.65	978,531.27
02/25/2045	65,996.00	45,145.24	933,386.03
02/25/2046	65,996.00	46,161.55	887,224.48
02/25/2047	65,996.00	47,142.48	840,082.00
02/25/2048	65,996.00	48,144.26	791,937.74
02/25/2049	65,996.00	49,121.22	742,816.52
02/25/2050	65,996.00	50,211.15	692,605.37
02/25/2051	65,996.00	51,278.14	641,327.23
02/25/2052	65,996.00	52,367.80	588,959.43
02/25/2053	65,996.00	53,446.32	535,513.11
02/25/2054	65,996.00	54,616.35	480,896.76
02/25/2055	65,996.00	55,776.94	425,119.82
02/25/2056	65,996.00	56,962.20	368,157.62

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Amount</u>	<u>Outstanding Balance</u>
02/25/2057	65,996.00	58,151.22	310,006.40
02/25/2058	65,996.00	59,408.36	250,598.04
02/25/2059	65,996.00	60,670.79	189,927.25
02/25/2060	65,996.00	61,960.05	127,967.20
02/25/2061	65,996.00	63,269.25	64,697.95
02/25/2062	66,072.78	<u>64,697.95</u>	0.00
		\$1,766,000.00	

EXHIBIT A

USDA LOAN RESOLUTION

No. R-1

****\$1,766,000****

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF WILSON
CITY OF NEODESHA
GENERAL OBLIGATION BONDS
SERIES 2022-A

Rate of	Final	
Interest: 2.125%	Maturity	Dated Date:
	Date: February 25, 2062	February 25, 2022

Registered Owner: United States of America, 1520 Market Street, St. Louis, Missouri 63103
Tax Identification No. 43-1757115

Principal Amount: One Million Seven Hundred Sixty-Six Thousand Dollars (\$1,766,000)

The City of Neodesha, Kansas (the "Issuer") for value received acknowledges itself to be indebted to and promises to pay, but solely from the sources hereinafter pledged, to the Registered Owner identified above (the "Owner"), or registered assigns as of the Record Date as hereinafter defined, the Principal Amount in the amounts (the "Principal Payments") and on the dates (the "Principal Payment Dates") as are shown on the attached Amortization Schedule which is a part of this Bond, and in like manner to pay interest on the Principal Amount from the most recent Interest Payment Date immediately preceding the Authentication Date set forth below to which interest has been paid, unless such Authentication Date shall be an Interest Payment Date in which case this Bond shall bear interest from such Interest Payment Date, or unless the Authentication Date shall be prior to the first Interest Payment Date in which case this Bond shall bear interest from the Dated Date, at the above Rate of Interest per annum (computed on the basis of a 365-day year), payable annually on February 25 (the "Interest Payment Dates") commencing February 25, 2023, until the Principal Amount is paid.

The Principal Amount of this Bond shall be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, the Issuer's designated "Paying Agent" and "Bond Registrar," upon the presentation and surrender of this Bond for payment and cancellation at the Paying Agent's principal office in the City of Topeka, Kansas. The interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the Paying Agent mailed to the Owner at the Owner's address appearing on the Registration Books maintained by the Bond Registrar, or at such other address as the Owner may advise the Bond Registrar in writing by the close of business on the 15th day of the month prior to the applicable Interest Payment Date (the "Record Date.")

The Bonds are general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to the rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the Principal Amount of and the interest on this Bond and the series of which it is a part as the same respectively become due and payable.

This Bond is one of a duly authorized series designated "City of Neodesha, Kansas, General Obligation Bonds, Series 2022-A", in the aggregate principal amount of \$1,766,000 (the "Bonds") authorized by and issued under an Ordinance and Resolution adopted by the Issuer's governing body on January 26, 2022 (collectively the "Bond Ordinance"). The Bonds are issued by the authority of and in compliance with the provisions, restrictions and limitations of the Constitution and Laws of the State of Kansas, including K.S.A. 10-101 *et seq.* and Article 12, § 5 of the Constitution of the state of Kansas (the "Home Rule Amendment") and Charter Ordinance No. 16 of the City, for the purpose of paying costs of acquiring, constructing, and replacing the natural gas distribution system and related appurtenances and certain costs of issuance authorized by the Bond Ordinance.

The Bonds are secured by and entitled to the protection of the Bond Ordinance; and reference is made to the Bond Ordinance for a complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Paying Agent and Bond Registrar and the registered owners, and the terms, conditions and provisions under which the Bonds are issued and secured.

The Bonds are issued as fully registered certificated bonds in the original denomination of \$1,766,000, or may thereafter be issued in any denomination which is equal to the then outstanding principal amount of the Bonds; and the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

The Issuer and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the Principal Amount hereof and the interest due hereon, and for all other purposes.

This Bond is transferable by the Owner in person or by his agent duly authorized in writing at the principal office of the Bond Registrar, but only in the manner, subject to the limitations, and upon payment of the charges provided by the Bond Ordinance and upon the surrender and cancellation of this Bond. Upon any transfer, a replacement bond or bonds of authorized denominations bearing the same Maturity Date and for the same aggregate Principal Amount as this Bond will be issued to the transferee in exchange therefor. The Issuer shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds, except (i) reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed, or (ii) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

REDEMPTION OF BONDS

Optional Redemption At the option of the Issuer, the Bonds are subject to redemption, in whole or in part, on any date selected by the Issuer (the "Redemption Date"), at a redemption price equal to 100% of the principal of the Bonds so redeemed plus all accrued and unpaid interest on such Principal Amount so redeemed to the Redemption Date.

Redemption Upon Graduation. The Issuer hereby acknowledges the provisions of 7 U.S.C. 1983(3) and the right and ability of the United States Government, during the time it is the Owner of the Bonds, to require redemption of the Bonds according to such provisions

The Issuer shall give notice of any call for redemption and payment of the Bond pursuant to the provisions of subparagraph (a) above, to the Paying Agent at least 45 days prior to the Redemption Date; and the Paying Agent shall then give notice in writing of such call for redemption and payment to the Owner of the Bonds by United States first class mail mailed not less than 30 days before to the Redemption Date.

Effect of Redemption On or prior to the Redemption Date, the Issuer shall deposit with the Paying Agent sufficient funds to pay the outstanding principal amount of the Bonds or portion thereof so called for redemption and payment, together with all unpaid and accrued interest thereon to the Redemption Date. Upon the deposit of said moneys, and the giving of notice in the form and manner specified in the Bond Ordinance, the principal amount of the Bonds called for redemption shall cease to bear interest from and after the Redemption Date. Any unredeemed principal amount of the Bonds shall continue to bear interest as provided herein.

It is hereby certified and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist in due and regular form and manner as required by the Constitution and Laws of the State of Kansas; and that the Issuer's total outstanding indebtedness, including this series of Bonds, does not exceed any constitutional or statutory limitation respecting such indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been lawfully executed by the Bond Registrar by the manual signature of an authorized officer or signatory thereof.

IN WITNESS WHEREOF, the Issuer, by its Governing Body, has caused this Bond to be executed by its Mayor and attested by its City Clerk by their manual or facsimile signatures, and its official seal to be affixed hereto or imprinted hereon, all as of February 25, 2022.

CITY OF NEODESHA, KANSAS

(Seal)

By: _____
Devin Johnson, Mayor

ATTEST:

Stephanie Fyfe, City Clerk

CERTIFICATE OF CITY CLERK

The undersigned, the City Clerk of the City of Neodesha, Kansas, hereby certifies that the within mentioned General Obligation Bonds, Series 2022-A, of said City has been duly registered in my office according to law as of February 25, 2022.

WITNESS my hand and official seal.

(Seal)

By: _____
Stephanie Fyfe, City Clerk

LEGAL OPINION

The undersigned, the City Clerk of the City of Neodesha, Kansas, hereby certifies that the following is a true and correct copy of the complete final legal opinion of Triplett Woolf Garretson, LLC, Wichita, Kansas, Bond Counsel, on the within Bond and the series of which it is a part, except that said opinion omits the date thereof; that said legal opinion was manually executed, dated and issued as of the Date of Issuance of the Bonds, and a manually signed copy of said opinion is on file with the undersigned and with the Treasurer of the State of Kansas, in the City of Topeka, Kansas.

By: _____
Stephanie Fyfe, City Clerk



We have acted as Bond Counsel to the City of Neodesha, Kansas (the “Issuer”) in connection with the issuance by the Issuer of its General Obligation Bonds, Series 2022-A, dated February 25, 2022 in the aggregate principal amount of \$1,766,000 (the “Bonds”). The Bonds are issued in the form, will be payable and are subject to redemption as provided in the Ordinance and Resolution authorizing the Bonds (collectively the “Bond Ordinance”) which have been adopted by the Issuer’s governing body.

We have examined a certified Transcript of Proceedings relating to the authorization and issuance of the Bonds. We have also examined the Constitution and statutes of the State of Kansas, insofar as the same relate to the authorization and issuance of the Bonds, and also a specimen Bond of the issue so authorized. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon such examinations, we are of the opinion as of the date hereof, as follows:

1. The Bonds are in proper form and have been duly authorized by appropriate proceedings of the Issuer. The Bonds have been duly executed and registered, and, upon receipt by the Issuer of the proceeds therefrom (being the principal amount thereof and interest accrued from the dated date, if any), the Bonds will be duly issued in accordance with the Constitution and statutes of the State of Kansas, and the Bond Ordinance authorizing the issuance thereof (the “Bond Documents”).
2. The Bonds are valid and legally binding general obligations of the Issuer, payable as to both the principal amount thereof and the interest thereon, from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, real and personal, within the territorial limits of the Issuer.
3. Under existing law, the interest on the Bonds is excludable from the computation of Kansas adjusted gross income.
4. Under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order for the interest thereon to be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted in the Bond Documents to comply with all such requirements. Failure to comply with certain requirements may cause interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. The Issuer has designated the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), a deduction is allowed for 80% of that portion of such financial institutions’ interest expense allocable to interest on the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

It is to be understood that the rights of the Registered Owners of the Bonds and the enforceability of the Bonds and the Bond Ordinance may be subject to bankruptcy, insolvency, reorganization,

moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

TRIPLETT WOOLF GARRETSON, LLC

CERTIFICATE OF AUTHENTICATION

This Bond is one of the City of Neodesha, Kansas, General Obligation Bonds, Series 2022-A, described in the within mentioned Bond Ordinance.

Registration Date: _____.

OFFICE OF THE STATE TREASURER
Topeka, Kansas
as Bond Registrar and Paying Agent

By _____

State Registration No. 0207-103-022522-460

CERTIFICATE OF STATE TREASURER

I, LYNN W. ROGERS, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

(Seal)

LYNN W. ROGERS, Treasurer of the State of Kansas

AMORTIZATION SCHEDULE

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Amount</u>	<u>Outstanding Balance</u>
2/25/2022			\$1,766,000.00
2/25/2023	65,996.00	28,468.50	1,737,531.50
2/25/2024	65,996.00	29,073.46	1,708,458.04
2/25/2025	65,996.00	29,591.80	1,678,866.24
2/25/2026	65,996.00	30,320.09	1,648,546.15
2/25/2027	65,996.00	30,964.39	1,617,581.76
2/25/2028	65,996.00	31,622.39	1,585,959.37
2/25/2029	65,996.00	32,202.03	1,553,757.34
2/25/2030	65,996.00	32,978.66	1,520,778.68
2/25/2031	65,996.00	33,679.45	1,487,099.23
2/25/2032	65,996.00	34,395.14	1,452,704.09
2/25/2033	65,996.00	35,041.46	1,417,662.63
2/25/2034	65,996.00	35,870.67	1,381,791.96
2/25/2035	65,996.00	36,632.92	1,345,159.04
2/25/2036	65,996.00	37,411.37	1,307,747.67
2/25/2037	65,996.00	38,130.23	1,269,617.44
2/25/2038	65,996.00	39,016.63	1,230,600.81
2/25/2039	65,996.00	39,845.73	1,190,755.08
2/25/2040	65,996.00	40,692.45	1,150,062.63
2/25/2041	65,996.00	41,490.21	1,108,572.42
2/25/2042	65,996.00	42,438.84	1,066,133.58
2/25/2043	65,996.00	43,340.66	1,022,792.92
2/25/2044	65,996.00	44,261.65	978,531.27
2/25/2045	65,996.00	45,145.24	933,386.03
2/25/2046	65,996.00	46,161.55	887,224.48
2/25/2047	65,996.00	47,142.48	840,082.00
2/25/2048	65,996.00	48,144.26	791,937.74
2/25/2049	65,996.00	49,121.22	742,816.52
2/25/2050	65,996.00	50,211.15	692,605.37
2/25/2051	65,996.00	51,278.14	641,327.23
2/25/2052	65,996.00	52,367.80	588,959.43
2/25/2053	65,996.00	53,446.32	535,513.11
2/25/2054	65,996.00	54,616.35	480,896.76
2/25/2055	65,996.00	55,776.94	425,119.82
2/25/2056	65,996.00	56,962.20	368,157.62
2/25/2057	65,996.00	58,151.22	310,006.40
2/25/2058	65,996.00	59,408.36	250,598.04
2/25/2059	65,996.00	60,670.79	189,927.25
2/25/2060	65,996.00	61,960.05	127,967.20
2/25/2061	65,996.00	63,269.25	64,697.95

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Amount</u>	<u>Outstanding Balance</u>
2/25/2062	66,072.78	<u>64,697.95</u>	0.00
		\$1,766,000.00	

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identifying No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$ _____
standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es)
hereby irrevocably constitute and appoint

as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the
premises.

Dated _____

Name

Social Security or Taxpayer Identifying No.

Signature (Sign Here Exactly as Name(s)
Appear on Face of Certificate)

Signature Guarantee

By: _____

GRANT CLOSE-OUT TRANSMITTAL FORM

Grantee's Name and Address:

City of Neodesha, Kansas

1407 North 8th Street

Neodesha, KS 66757

Grant Agreement No.: 19-PF-007

Commencement Date: 3-15-2019

Completion Date: 1-26-2022

Please complete this form and items 1 through 6 for all grant types (7 is for applicable grants containing construction), including the Performance Hearing Affidavit to conclude this grant project. If this is a business finance or infrastructure grant, complete 9 through 11 in addition. If this is a housing grant, complete Form 12.

1. Grantee's Release Form *
2. Final Independent Auditor's Report
3. Final Quarterly Progress Report (Section 2)
4. Certificate of Completion (2 originals) *
5. Property Management Report *n/a*
6. Explanation of Refund Check (if applicable) *n/a*
7. Notice of Completion/Final Inspection -- Final Wage Compliance Report *
8. Performance Hearing Affidavit
9. Economic Development Report, and *n/a*
Copy of Final Payroll and Employee Certification Report (from final monitoring) *n/a*
10. Legal Review and Closeout Report (Economic Development) *n/a*
11. Program Income Assignment Agreement (Economic Development) *n/a*
12. Housing Rehabilitation and demo data *n/a*
13. Section 3 Tables A - D

No costs have been incurred after the Completion Date of the above contract. All necessary documents and procedures have been followed, thereby finalizing the above referenced contract.

Rose Mary Saunders

Preparer's Name

CDBG Administrator

316-264-3400

Title

Telephone Number

1-26-2022

Date

Rev. 2/2018

GRANTEE'S RELEASE FORM

1 Pursuant to the terms on Grant Agreement Number 19-PF-007 and in consideration of
2 the sum of Five Hundred Thirty-Four Thousand Five Hundred Sixty-Two & 71/100 (\$534,562.71)
which has been
3 or is to be paid under the said contract to City of Neodesha, Kansas,
4 grantee upon payment of the said sum by the State of Kansas, Department of Commerce, hereinafter
5 called the grantor, does remise, release, and discharge the grantor, its officers, agents and employees
6 of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the
7 said contract.

8 IN WITNESS WHEREOF, this release has been executed this 26th day of
9 January, 2022.

10 Signature of Authorized Elected Official: _____

11 Typed Name and Title: Devin Johnson, Mayor

ATTEST AND SEAL

12 _____

13 Stephanie Fyfe, City Clerk

(Rev. 2-2018)

FINAL INDEPENDENT AUDITOR'S REPORT

If the grantee expends **\$750,000** or more from all Federal sources in any fiscal year in which the grant is open, a 2 CFR Part 200 audit is required from the grantee. If you expend or expect to expend this amount in the current fiscal year, please indicate below. If required, a copy of the entire audit report must be submitted to Commerce in the required time period.

- ☒ A. 2 CFR Part 200 audit is not required.
- ☐ B. Audit is complete and one copy is enclosed.
- ☐ C. Audit is in progress or not yet begun.

Auditor's Name: _____

Address: _____

Telephone: _____

Contact person with firm: _____

Date audit to begin: _____

How the audit will be paid for: _____

Date audit to be completed: _____

Grantee:	City of Neodesha, Kansas	Report #:	12 Final
Grant #:	19-PF-007	Quarter Ending:	01-31-2022
Address:	1407 N. 8 th Street, P.O. Box 366, Neodesha, KS 66757	Contract Award End Date:	01-26-2022
Company Name (ED Projects):	n/a	Date Prepared:	01-26-2022
Current Chief Elected Official:	Devin Johnson, Mayor		
Name and telephone number of person who prepared this report:	Rose Mary Saunders		316-264-3400
	Name		Telephone Number

Total Grant:	\$600,000	Total Local Injection	\$1,766,719
Drawdowns received to date:	\$534,562.71	Local spent to date	\$1,626,230.15
Requested and not yet received:	\$	Initial Monitoring Conducted	<input checked="" type="checkbox"/>
Total Grant available	\$67,000	Final Monitoring Conducted	<input checked="" type="checkbox"/>

[illegible]

**** Categories are: 1-White, 2-Black/African American, 3-Asian, 4-American Indian/Alaskan Native, 5-Native Hawaiian/Other Pacific Islander, 6-American Indian/Alaskan Native & White, 7-Asian & White, 8-Black/African American & White, 9-American Indian/Alaskan Native & Black/African American, 10-Other Multi Racial, 11-Hispanic, 12-Non-Hispanic**

Received clearance on RFP #12 draft which covered liquidated damages and final pay application numbers. Prepared and sent Project Performance Hearing Notice to newspaper. Held hearing on 01/26 and received council approval to sign documents and submit to CDBG.

n/a

n/a

QUARTERLY PROGRESS REPORT - PAGE 2

You must complete this page if you have a:

1. Community Improvement, Urgent Need or KAN STEP grant and this is your **first** or **final** report
2. Economic Development grant
3. Attach housing log for housing projects

Complete for all circumstances listed above:

		Number of Beneficiaries	Number of LMI Beneficiaries
1.	Target	2,486	1,342
2.	Total to Date	2,486	1,342

*		White	BAA	BAA/W	AI/AN	NH/PI	A	A/W	AI/AN/BAA	AI/AN/W	Other
1.	Total Beneficiaries	2,370	11	10	27	0	11	8	0	18	31
2.	Hispanic Beneficiaries	34	1	2	3	0	0	0	0	6	27

*BAA-Black African American; BAA/W-Black African American & White; AI/AN-American Indian or Alaskan Native; NH/PI-Native Hawaiian or Pacific Islander; A-Asian; A/W-Asian & White; AI/AN/BAA-American Indian or Alaskan Native & Black African American; AI/AN/W-American Indian or Alaskan Native & White

- | | |
|--|-----|
| 3. Total Number of Households Benefiting to Date | 900 |
| 4. Total Number of Female Heads of Households Benefiting | 345 |
| 5. Total Number of Disabled Persons Benefiting | 582 |

NOTE: Beneficiaries are to be reported cumulatively as they occur

Economic Development Grants only:

Proposed (FTE - Jobs Count)

	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8
1. Total Jobs Retained								
2. Total LMI Jobs Retained								
3. Total Jobs Created								
4. Total LMI Jobs Created								
5. Total Jobs to be generated								

Accomplishments

	a. Planned this Quarter	b. Completed this Quarter	c. Completed to Date
6. Number of Jobs Retained			
7. Number of LMI Jobs Retained			
8. Number of Jobs Created			
9. Number of LMI Jobs Created			

10. Explain any variances from planned number of jobs:

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of Neodesha, Kansas	B. Grant Agreement Number 19-PF-007
---	---

C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. Construction	1,663,172.67	0	1,663,172.67	
2. Engineering	222,700.00	0	222,700.00	
3. Construction Inspection	224,404.50	0	224,404.50	
4. Administration	24,250.00	0	24,250.00	
5. Legal	26,265.69	0	26,265.69	
6.				
7.				
8.				
9. Total Program Costs	2,160,792.86	0	2,160,792.86	
10. Less Other Funds Applied	1,626,230.15	0	1,626,230.15	
11. CDBG Grant Amount Applied	534,562.71	0	534,562.71	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	534,562.71	
13. Estimated for Unsettled Third-Party Claims	0	
14. Subtotal (Line 11c)	534,562.71	
15. Grant Amount Per Agreement (from contract)	600,000.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	65,437.29	
17. Grant Funds Received	534,562.71	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0	

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

n/a

☐ Check if continued on additional sheet and attach

F. Remarks

n/a

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

		Devin Johnson, Mayor
_____	_____	_____
Date	Signature of Chief Elected Official	Typed Name and Title

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

_____	_____	_____
Date	Signature for CDBG Program	Typed Name

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient City of Neodesha, Kansas	B. Grant Agreement Number 19-PF-007
---	---

C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
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2. Engineering	222,700.00	0	222,700.00	
3. Construction Inspection	224,404.50	0	224,404.50	
4. Administration	24,250.00	0	24,250.00	
5. Legal	26,265.69	0	26,265.69	
6.				
7.				
8.				
9. Total Program Costs	2,160,792.86	0	2,160,792.86	
10. Less Other Funds Applied	1,626,230.15	0	1,626,230.15	
11. CDBG Grant Amount Applied	534,562.71	0	534,562.71	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	534,562.71	
13. Estimated for Unsettled Third-Party Claims	0	
14. Subtotal (Line 11c)	534,562.71	
15. Grant Amount Per Agreement (from contract)	600,000.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	65,437.29	
17. Grant Funds Received	534,562.71	
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* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

n/a

☐ Check if continued on additional sheet and attach

F. Remarks

n/a

☐ Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Devin Johnson, Mayor

Date	Signature of Chief Elected Official	Typed Name and Title
------	-------------------------------------	----------------------

H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

Date	Signature for CDBG Program	Typed Name
------	----------------------------	------------

**NOTICE OF COMPLETION/FINAL INSPECTION
AND
FINAL WAGE COMPLIANCE REPORT FORMAT**

To: Kansas Department of Commerce
CDBG Program
1000 S.W. Jackson St., Suite 100
Topeka, Ks 66612-1354

Date: January 26, 2022

Grantee: City of Neodesha, Kansas

Grant Number: 19-PF-007

1. Date of Construction Completion: 8-14-2021

2. Date of Final Inspection: 11-1-2021

FINAL WAGE COMPLIANCE REPORT FORMAT

While you or your representative were reviewing the contractor's weekly payrolls, were any laborers or mechanics paid less than the minimum wage rate plus fringe benefits as specified in the Secretary of Labor's Wage Decision that applied to this project?

☒ NO

☐ YES

If yes, provide the following information:

a. Total amount of restitution paid (difference between what was first paid and what was required to be paid): \$ _____

b. Method of restitution:

☐ paid by contractor(s)

☐ paid by city with funds withheld from payment to contractor(s).

Name of Contractor or Subcontractor	Name of Affected Employees	Amount of Restitution Paid to Employee	Nature of Violation Leading to Restitution

Date	Signature of Chief Elected Official	Devin Johnson, Mayor Typed Name and Title
------	-------------------------------------	--

BIDDER'S SECTION 3 ESTIMATED NEW HIRES

TABLE B

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents
Officer/Supervisor	<i>We are fully staffed to complete this project</i>			
Professionals				
Technical				
Hsq. Sales/Rental Management				
Office/Clerical	<i>NA</i>			
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Company

CDBG Project Name (City/County)

CDBG Project Number

Person Completing Form

Date

BIDDER'S PROPOSED SECTION 3 CONTRACT/SUBCONTRACTS

[illegible]

Company

CDBG Project Name (City/County)

CDBG Project Number

Person Completing Form

Date _____

Exhibit 4

CONTRACTOR'S SECTION 3 NEW HIRES REPORT

TABLE C

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Residents
Officer/Supervisor	1	1	0	0
Professionals				
Technical				
Hsq. Sales/Rental Management				
Office/Clerical	1	1	0	0
Service Workers				
Others				
TRADE: Gas				
Journeyman	8	8	0	0
Helpers	4	4	0	0
Apprentices				
Trainees				
Others				
TRADE: Restoration				
Journeyman	4	4	0	0
Helpers	2	2	0	0
Apprentices				
Trainees				
Others				

NPL Const Co.

Company

Neodesha, Wilson County

CDBG Project Name (City/County)

CDBG Project Number

Jesse Chamley

Person Completing Form

5/12/2021

Date

CDBG Project Number: _____ Total Dollar Amount of Contract 1,668,103.82

Name of Prime Contractor: NPL Const Co.

Address 1120 NW HWY 24

Federal Identification Number

17

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of Neodesha, KansasGRANT NO. 19-PF-007STREET ADDRESS 1407 N. 8th StreetREQUEST NO. 13-FinalPO BOX P.O. Box 336slyfe@neodeshaks.orgCITY, STATE, ZIP Neodesha, KS 66757

Grantee's - E-mail address for notifying about ACH deposit

rsaunders@ransonfinancial.com

Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

AMOUNT

1	PAYMENT DUE & AMOUNT OF THIS REQUEST	<u>1,562.71</u>
2	CDBG GRANT AWARD	<u>600,000.00</u>
3	PROGRAM INCOME AND OTHER RECEIPTS	
4	TOTAL FUNDS (2 + 3)	<u>600,000.00</u>
5	CDBG FUNDS RECEIVED TO DATE	<u>533,000.00</u>
6	TOTAL (1 + 5)	<u>534,562.71</u>
7	REMAINING CDBG FUNDS (4 - 6)	<u>65,437.29</u>

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE 01/26/2022 SIGNATURE _____ TITLE MayorDATE: 01/26/2022 SIGNATURE _____ TITLE City Administrator

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: _____
2. AUTHORIZED SIGNATURE: _____
3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA
4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE _____ DATE _____

FISCAL _____ DATE _____

Kansas Department of Commerce
Small Cities Community Development Block Grant

(For Economic Development Grants, please attach a copy of summary of payment)

REPORT NUMBER: 13 Final

Kansas Dept of Commerce
1000 SW JACKSON STREET, SUITE 100
TOPEKA, KS 66612-1354

CDBG-F-CD
6/2017 (REV)

[illegible]

CDBG/Local Ratio

25%

75%

100%

25%

75%

100%

ORDINANCE NO. 1760

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT 615 MILL, NEODESHA KS 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 AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURES, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH STRUCTURE IS LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution 21-36 dated November 10, 2021, that the structure hereinafter described as unsafe and dangerous and did direct the owner of such structure to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structure to be razed and removed, and

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

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

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

Section 1: The enforcing officer is hereby authorized and directed to cause the dwelling located at 615 Mill, 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**, to be razed and removed and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

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

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

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 26th day of January, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 22-05

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 502 N 6th NEODESHA, KANSAS ON LEGAL DESCRIPTION: THE NORTH 50 FEET OF LOT FORTY-SIX (46), RECOVERY OF FORD'S 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 December, 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 December, 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 December, 2021, and on the 23rd day of December, 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 26th day of January, 2022, 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 **502 N 6th**, Neodesha, Kansas on Legal Description: THE NORTH 50 FEET OF LOT FORTY-SIX (46), RECOVERY OF FORD'S 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 26th day of January, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 22-06

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 221 N 11TH LEGAL DESCRIPTION: NORTH 50' OF LOTS 2, 3, 4, AND 5, BLOCK 18, CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 221 N 11TH, NEODESHA KS. MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 26th day of January, 2022, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 14th day of April, 2022, 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 221 N 11th, 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 26th day of January, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 22-07

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 905 CAROLINA LEGAL DESCRIPTION: LOTS 4 (4) AND FIVE (5) BLOCK TWO (2) SHUTT'S ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 905 CAROLINA, NEODESHA KS. MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 26th day of January, 2022, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 14th day of April, 2022, 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 905 Carolina, 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 26th day of January, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

Stellar Fireworks, LLC
4440 S Southeast Blvd
Wichita, KS 67210 US
stellarfireworks@yahoo.com



4440 Southeast Blvd. ~ Wichita, KS. 67210
Phone 316-524-0000 ~ FAX 316-524-6500

INVOICE

BILL TO

Neodesha, City of
1407 N. 8th St
Neodesha, KS 66757

INVOICE # 1148

DATE 01/11/2022

DUE DATE 01/11/2022

TERMS Due on receipt

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
01/11/2022	Fireworks Display	Setup and Execute Fireworks Display (50% Deposit)	1	4,500.00	4,500.00
07/04/2022	Fireworks Display (Balance)	Set up and Execute Fireworks Display (Balance)	1	4,500.00	4,500.00

BALANCE DUE

\$9,000.00

PYROTECHNIC DISPLAY AND SERVICES AGREEMENT 2022

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of _____, 2022 and between Stellar Fireworks, LLC, located at 4440 Southeast Boulevard, Wichita, KS 67210 (hereinafter referred to as "Seller") and:

City of Neodesha
1407 N 8th St,
Neodesha, KS 66757

(Hereinafter referred to as "Buyer")

1. **TIME AND PLACE; POSTPONEMENT/CANCELLATION:** SELLER agrees to design, produce and execute fireworks show, otherwise known as a pyrotechnic display, at approximately:

9:15 p.m. on the 4th of July, 2022 at

the following location:

City of Neodesha Water Department
1400 Wisconsin St
Neodesha, KS 66757

Weather permitting: An alternate inclement weather (generally excessive wind and/or precipitation) date is hereby designated to be the first day following the scheduled date that weather conditions are permissible for execution at the same time and place set forth hereinabove. It is agreed and understood by and between the parties hereto that SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event SELLER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, SELLER shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternate inclement weather date as set forth hereinabove. As a part of the authority stated hereunder, SELLER reserves the right to prematurely end or place a hold on the continuance of the display if, in the opinion of SELLER, the weather conditions change during the time that the display is in progress so as to create an unsafe or hazardous situation. In the event of any postponement or delay, BUYER shall be responsible for any actual expenses incurred as a result of any additional time and/or expenses related to the postponement or delay, and it is specifically acknowledged that SELLER hereunder shall not be held responsible, financially or otherwise, for the exercise of any judgement or assertion of any authority hereunder. In the event the display cannot be postponed to an alternate date, SELLER shall have the right to retain, and BUYER agrees to pay SELLER, fifty percent (50%) of the total contract price hereunder for expenses incurred and services rendered.

2. **MUSIC:** The following indicated (x) provision(s) should apply to music and/or soundtracks, which may be a part of the display contemplated hereunder:

() The subject display will have no musical accompaniment

() The subject display will have musical accompaniment

If the music option is chosen; SELLER will furnish to BUYER a compact disc. One channel (music) of this CD is to be played (by a sound company contracted by BUYER) over the speaker system to the spectators. The other channel (cue) of this CD is to be fed to a headphone set provided by the sound company located at the control panel of SELLER, which may be up to five hundred (500) feet from the CD player of the sound company. The headphone set is to include a microphone so that two-way communication between the control panel operator and tape deck operator is maintained. BUYER will furnish a high fidelity, concert quality, bi-amplified, or preferably, tri-amplified sound system with the capability of producing a frequency response of fifty thousand (50,000) cycles per second at one hundred (100) decibels sound pressure level for all principal spectator viewing area.

3. **INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER, BUYER and:

City of Neodesha
1407 N 8th St,
Neodesha, KS 66757

to be additionally insured and covered for one million dollars (\$1,000,000.00) liability, combined single limit, for personal injury and property damage. In the event greater liability insurance limits are required, the additional cost is to be paid by BUYER.

4. **EQUIPMENT:** SELLER shall be responsible to install, setup, and remove the equipment and supporting hardware of the pyrotechnic display. BUYER shall provide sufficient trash receptacles for cleanup after execution of the display.

5. **SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following: adequate security personnel, barricades, ropes with flags, etc., to barricade all closed {dangerous} areas to spectators; traffic patrolmen, as necessary; security guards for crowd control and clean up personnel to remove litter left by spectators or any person other than SELLER, trash receptacles as necessary for spectators; "No Parking" signs and directional signs, as necessary; sufficient space of at least 500' radius clearance, clearly designated by stakes, rope, or fence, in a safe location as designated by SELLER hereunder, for the proper and safe display of said pyrotechnic program, such space to be clear and free of all persons except those employed or expressly authorized by SELLER and clear of any and all equipment, vehicles, structures, or items of any other kind not authorized or put in place by SELLER; adequate fire protection for the area in which SELLER shall operate the display, and the surrounding spectator areas, or any other areas, as designated by SELLER (or other authority), for which fire protection might be necessary, areas of sufficient clearance surrounding the display operation area, grandstand or other spectator viewing areas or ground upon which the display shall be operated, or any other areas, as specifically designated by

SELLER to be free from pedestrians or vehicles, and any damage or liability arising out of damage or harm to any person, structure, vehicle, or other property within such areas specified by SELLER shall be the complete and sole responsibility of BUYER hereunder; such areas to

include but not be limited to public streets specified to be closed, parking areas specified as off limits or public walkways specified to be closed. BUYER specifically acknowledges and affirms that it understands that the pyrotechnic display contracted for herein can cause substantial, severe and irreparable damage to person and property, and that SELLER assumes no responsibility whatsoever for any property damage or injury to individuals within the areas specifically designated hereinabove as necessary to immediately surround the operations of the display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance in accordance with paragraph three above, and other items required by the licensing authorities for issuance of such license or permits.

6. **OPERATION OF DISPLAY:** SELLER shall be responsible for all aspects of the setup and operation of the display.

7. **PLACEMENT:** BUYER and SELLER shall mutually determine and agree upon the placement and arrangement of fireworks display devices, set pieces, props, spectator viewing areas, and any and all equipment involved with the pyrotechnic display or sound system to ensure the highest degree of showing integrity and character, and present to the audience the most aesthetic, artistic, and safest program possible. SELLER shall have sole discretion over placement necessitated by applicable federal, state or local safety, fire or other regulations.

8. **LICENSES OR PERMITS:** BUYER shall be responsible to obtain, or SELLERS benefit, any state, city or other licenses or permits required to execute the pyrotechnic display.

9. **COMPENSATION:** Compensation shall be made to the SELLER hereunder as follows: The BUYER will pay the SELLER \$4,500.00 (50%) at the signing of the agreement, with the balance due of \$4,500.00 on or before the 4th day of July 2022. The total amount of this contract is \$9,000.00. If for any reason other than as addressed herein above, BUYER wishes to cancel this Agreement, there will be a cancellation fee in the amount of twenty-five percent (25%) of the total contract price hereunder, to be paid to or retained by SELLER. If the

SELLER cancels this Agreement or the pyrotechnic display for any reason other than: 1) inclement weather, 2) force majeure, or 3) nonperformance by or material breach of the terms of this Agreement by BUYER, all monies paid to SELLER by BUYER to the date of such cancellation will be refunded to BUYER and the SELLER will have no further obligations under this Agreement. Any applicable state or local taxes will be payable by the BUYER. If the BUYER wishes to increase the size and/or duration of the display they may increase the budget any time prior to May 4th, 2022 by notifying the company at (316) 524-0000.

10. **INDEMNIFICATION:** It is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees and persons and organizations independently contracted by SELLER, from and against all losses, damages, demands, costs, claims, suit and other related actions or proceedings, of whatever nature or kind resulting from damages to any property and/or from bodily or personal injuries to and/or the death of any persons arising in any way out of the fireworks products or other products furnished by SELLER under the

terms of this Agreement, resulting from any source other than the negligence of SELLER hereunder, or its agents or employees, or from a source other than one for which insurance coverage has been provided pursuant to paragraph three (3) of this Agreement above.

11. **FORCE MAJEURE:** Subject to the provisions of paragraph one (1) above, any failure or omission of BUYER or SELLER under this Agreement due to an act of God, enactment, rule, order of any act of government instrumentality (whether federal, state, or local), or other causes beyond the control of BUYER or SELLER, or a force majeure will not constitute a breach or default under this Agreement.

12. **CONSTRUCTION/ASSIGNMENT/APPLICABLE LAW:** If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, or if any such provision is waived or not enforced by any party hereunder, the remainder of the provision of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement, including any documents incorporated or referred to herein, constitutes the entire Agreement between the parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER. This Agreement shall be binding upon the heirs, executives, administrators, personal representatives, successors, and assigns of each of the parties. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Kansas, and that any aspect of this Agreement shall be controlled by and interpreted under, the laws of the State of Kansas, as they may exist from time to time.

13. **ATTORNEY'S FEES:** If any legal action is necessary to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover all costs of suit including reasonable attorney's fees.

Stellar Fireworks, LLC

By: _____

Andrew Nguyen, Owner

Date: 01/11/2022

City of Neodesha

By: _____

Devin Johnson, Mayor

Date: _____



CERTIFICATE – DIRECTOR-2

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Neodesha, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 26th day of January, 2022; and

Name:	<u>Ed Truelove</u>	Title:	<u>City Administrator</u>
Address:	<u>PO Box 336</u>		
City:	<u>Neodesha</u>	State:	<u>KS</u>
		Zip Code:	<u>66757</u>
Office Phone:	<u>620-325-2828</u>	Cell Phone:	<u>620-204-0783</u>
		Fax:	<u>620-325-2481</u>
Email Address:	<u>etruelove@neodeshaks.org</u>		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning May 1, 2022 and expiring April 30, 2024.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 26th day of January, 2022.

City Clerk

Neodesha, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804



CERTIFICATE – ALTERNATE

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.7 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Neodesha, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 26th day of January, 2022; and

Name:	<u>Stephanie Fyfe</u>	Title:	<u>City Clerk</u>
Address:	<u>PO Box 336</u>		
City:	<u>Neodesha</u>	State:	<u>KS</u>
		Zip Code:	<u>66757</u>
Office Phone:	<u>620-325-2828</u>	Cell Phone:	<u>620-205-7752</u>
		Fax:	<u>620-325-2481</u>
Email Address:	<u>sfyfe@neodeshaks.org</u>		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for the term indicated below:

☒ Term expiring 04/30/2022
☐ Permanent

The above appointed Alternate is ☒ **is not** ☐ (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate given this 26th day of January, 2022.

City Clerk

Neodesha, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 215



PICTURE IS FOR GENERAL PURPOSE

PRICE \$37,726.00

Client Proposal

Prepared by:

Troy Pfaff

Office: 316-312-0445

Date: 11/30/2021



Rusty Eck Ford | 7310 E Kellogg, Wichita, Kansas, 67207

Office: 316-312-0445