

Agenda

City Commission of the City of Neodesha, KS

February 26, 2025 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
- Civic Organization Reports
- Mayor's Report
- Commissioner's Reports
- City Administrator's Comments
- Community Development Director Report
- Financial Reports Distributed

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 February 12, 2025 Minutes
- Approval of February 19, 2025 Special Call Minutes
- Appropriation (2025) 3

Item 4: Business Items to Consider

- A. Resolution: GRDA Extension Agreement
- B. Resolution: CDBG Granby St Project
- C. Approve Wilson County Ambulance Service Agreement
- D. Approve Wilson County Landfill Agreement
- E. Discuss Potential Neodesha Sidewalk Reimbursement Program
- F. Discuss Request for Sidewalk Reimbursement

Item 5: Date/Time of Next Regular Meeting

Wednesday, March 12, 2025 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
February 26, 2025

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: Resolution: GRDA Extension Agreement

This is the Resolution for the extension of our Grand River Dam Authority (GRDA) purchase agreement through KMEA. We have slightly lowered our allocation in GRDA per the recommendation of KMEA.

RECOMMENDED MOTION: *I move to approve Resolution 25-04 as presented.*

4.B: Resolution: CDBG Granby St Project

This Resolution is to proceed with Garrett on writing and submitting the grant for the Granby St. Project. Garrett is in attendance.

RECOMMENDED MOTION: *I move to approve Resolution 25-05 as presented.*

4.C: Approve Wilson County Ambulance Service Agreement

The Commission is asked to approve the Ambulance Service Agreement with Wilson County for Calendar Year 2025. This agreement will provide for additional financial assistance from Wilson County for the provision of ambulance services.

RECOMMENDED MOTION: *I move to approve the agreement with Wilson County for ambulance services as presented.*

4.D: Approve Wilson County Landfill Agreement

This agreement between the City and the Landfill grants us the right to continue using the facility for trash disposal at a cost of \$16,000.

RECOMMENDED MOTION (1): *I move to approve the Agreement with Wilson County for Landfill Services in the amount of \$16,000 dollars.*

4.E: Discuss Potential Neodesha Sidewalk Reimbursement Program

The idea of this is to offer a program for a 50% reimbursement for sidewalk projects in Neodesha. The program could start in 2026 with the new budget set.

You will find attached in the packet the draft form for the program.

RECOMMENDED MOTION: *No motion needed.*

4.F: Discuss Request for Sidewalk Reimbursement

Ed Duensing has requested for a reimbursement for the sidewalk project that he has been working on at 1030 Main. He is requesting the city reimburse him \$1,312.50 for the project.

RECOMMENDED MOTION: *To be determined.*

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, February 12, 2025, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Banzet and Jabben present.

Commissioner Banzet moved to approve the agenda as presented with the addition of Business Items 5.A: KMGGA Presentation; 5.C: Enterprise Fleet Agreement; 5.G: Approve Purchase of Streetlamps; and 5.H: Approve Purchase of Disc Golf Equipment. Seconded by Commissioner Jabben. Motion carried.

- Civic organization reports were invited and heard.
- Commission reports were heard.
- City Administrator comments were heard.
- Community Development Director reports were heard.
- Financial reports were distributed.

The Governing Body welcomed Garrett Nordstrom by Zoom for a Public Hearing to answer any questions on the grant for the Brown Hotel Project. Mr. Nordstrom informed the Commission that the notice for public hearing was posted reflecting a Public Hearing date of February 19, 2025, at 2:00 p.m. at City Hall. Discussion was held to set a special call meeting for that date and time.

Commissioner Banzet moved to set a Special Call Meeting for Wednesday, February 19, 2025, at 2:00 p.m. at City Hall. Seconded by Commissioner Jabben. Motion carried.

Public Comments were invited and heard.

Commissioner Jabben moved to approve the consent agenda as presented with the addition of Appropriation (2024) 25; Appropriation (2025) 02; and the minutes from the January 22, 2025 meeting. Seconded by Commissioner Banzet. Motion carried.

The Governing Body welcomed Dixie Riedel, KMGGA, by Zoom for a presentation on KMGGA being a gas purchase option. Discussion held. No action taken.

Administrator Jones addressed the Commission regarding a Resolution that sets forth changes to our banking deposit for our new Commission. Discussion held.

RESOLUTION NO. 25-03

NOW, on this 12th day of February, 2025, at a regular meeting of the Governing Body of the City of Neodesha, Kansas, the following Resolution was adopted.

WHEREAS, the Bank of Commerce; the Equity Bank of Neodesha; and the Community National Bank of Neodesha, Kansas, have been designated as depositories for the funds of the City of Neodesha, Kansas; and

WHEREAS, certain officers and Commissioners of the City of Neodesha, Kansas, have been designated and authorized to deposit and withdraw said funds upon checks, drafts, notes, or orders of the City of Neodesha, Kansas.

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

Section 1. That the Bank of Commerce of Neodesha, Kansas, be and it is hereby designated a depository of the City of Neodesha, Kansas, for its General Account 010111; Petty Cash Account 104361; Flexi-Vest Account 751278; Fire Insurance Proceeds Fund Account 753564; Employee Benefits Account 116912; Raw Water Project Bond Account 3001673; Emergency Equipment Reserve Fund Account 3006011; and Norman No Oil Well and Museum Account 3004025; and that the funds in said accounts so deposited may be withdrawn upon a check, draft, note, or order of the City of Neodesha, Kansas.

Section 2. That all checks, drafts, notes or orders drawn against the General Account 010111 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Chris Jabben	Commissioner
Anita Buchanan	City Treasurer / Utility Billing Supervisor
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 3. That all checks, drafts, notes or orders drawn against the Flexi-Vest Account 751278, and the Fire Insurance Proceeds Fund Account 753564 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Chris Jabben	Commissioner
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank,
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and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

Section 4. That all checks, drafts, notes or orders drawn against the Petty Cash Account 104361 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Rhonda Howell	Assistant City Clerk
Anita Buchanan	City Treasurer / Utility Billing Supervisor

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 5. That all checks, drafts, notes or orders drawn against Raw Water Project Bond Account 3001673; and Norman No Oil Well and Museum Account 3004025 shall be signed by two of the following:

<u>NAME</u>	<u>TITLE</u>
Stephanie Fyfe	City Clerk
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Chris Jabben	Commissioner
Brogan Jones	City Administrator

Section 6. That all checks, drafts, notes or orders drawn against Employee Benefits Account 116912 shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Chris Jabben	Commissioner
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 7. That all checks, drafts, notes or orders drawn against the Emergency Equipment Reserve Fund Account 3006011 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Chris Jabben	Commissioner
Anita Buchanan	City Treasurer / Utility Billing Supervisor
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 8. That the signatures mentioned in Sections 2, 3, 4, 5, and 6 above shall be duly certified to said Bank of Commerce of Neodesha, Kansas; and that no checks, drafts, notes or orders drawn against said Bank shall be valid unless so signed. That said Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not.

Section 9. That Equity Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Chris Jabben	Commissioner
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

Section 10. That the Community National Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Duane Banzet	Vice Mayor
Chris Jabben	Commissioner
Brogan Jones	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

Section 11. That this Resolution shall take effect upon its adoption by the Governing Body of the City of Neodesha, Kansas.

Commissioner Banzet moved to approve Resolution 25-03 as presented. Seconded by Commissioner Jabben. Motion carried.

The Governing Body welcomed Kenneth Olson, Enterprise Fleet Management, by Zoom, for further discussion of a proposed agreement for services. This agenda item was tabled from the January 22, 2025 meeting. Discussion held.

Commissioner Banzet moved to approve the agreement with Enterprise Fleet Management as presented. Seconded by Commissioner Jabben. Motion carried.

Administrator Jones addressed the Commission regarding an agreement with Encore Energy related to the City's gas purchase contracts. This agenda item was tabled from the January 22, 2025 meeting. Discussion held.

Commissioner Banzet moved to approve the contract with Encore Energy as presented, and to allow the City Administrator to sign the agreement on behalf of the City of Neodesha. Seconded by Commissioner Jabben. Motion carried.

Administrator Jones addressed the Commission regarding the sale of property at Timber Ridge Estates.

Commissioner Jabben moved to convene as the Neodesha Land Bank to discuss the sale of property. Seconded by Commissioner Banzet. Motion carried.

Commissioner Banzet moved to approve the sale of property located at 7 & 8 Timber Ridge Estates to Ben Blake in the amount of \$15,000. Seconded by Commissioner Jabben. Motion carried.

Commissioner Jabben moved to adjourn as the Neodesha Land Bank Board and re-convene as the City of Neodesha Governing Body. Seconded by Commissioner Banzet. Motion carried.

The Governing Body welcomed Treva Scott, Board Member of Rankin Memorial Library, by Zoom, for a discussion regarding requests from the Library Board for building maintenance, electrical upgrades and possible grant opportunities. Discussion held. No action taken.

Administrator Jones addressed the Commission regarding the purchase of streetlamps. Discussion held.

Commissioner Jabben moved to approve the invoice from Stanion Wholesale Electric for the purchase of streetlamps in an amount not to exceed \$8,220.91. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones, along with Don Adams, addressed the Commission regarding the purchase of disc golf equipment. This equipment purchase will be reimbursed in full, to the City, by the Neodesha Education Foundation. Discussion held.

Commissioner Banzet moved to approve the invoice from Disc Golf Distribution.com for the purchase of disc golf equipment in an amount not to exceed \$9,455. Seconded by Commissioner Jabben. Motion carried.

Administrator Jones addressed the Commission regarding a request from Don Adams for a sidewalk replacement cost share at the newly constructed properties on Carolina Street. This agenda item was tabled from the January 22, 2025 meeting. Discussion held.

Commissioner Jabben moved to approve a cost share sidewalk replacement project at the Carolina Street properties not to exceed \$3,500. Seconded by Mayor Johnson with Commissioner Banzet voting nay. Motion carries 2 – 1.

Administrator Jones addressed the Commission regarding a resignation from a Fire/EMS Department employee. This resignation was submitted on February 7, 2025, with the employee requesting it be effective immediately on this date. Discussion held.

Commissioner Banzet moved to accept the resignation of Jonathan Johnson from the Neodesha Fire/EMS Department effective immediately. Seconded by Commissioner Jabben. Motion carried. Mayor Johnson expressed well wishes and good luck to Jonathan with his future endeavors.

At 3:50 p.m. Commissioner Banzet moved to take a 5-minute recess. The open meeting will reconvene in the Commission Room at 3:55 p.m. Seconded by Commissioner Jabben. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

Commissioner Banzet moved to recess to an Executive Session to include the Governing Body, City Administrator, Police Chief, and City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel

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matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session, it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 4:15 p.m. Seconded by Commissioner Jabben. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:15 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Jabben moved to extend the Executive Session to 4:30 p.m. Seconded by Commissioner Banzet. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:30 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Banzet moved to recess to an Executive Session to include the Governing Body, Police Chief, City employee Lindsey Reyes, and the Assistant City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session, it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 5:00 p.m. Seconded by Commissioner Jabben. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 5:00 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Jabben moved to extend the Executive Session to 5:10 p.m. with the Assistant City Clerk and employee Reyes exiting, and the City Clerk and City Administrator entering. Seconded by Commissioner Banzet. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 5:10 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Banzet moved to extend the Executive Session to 5:15 p.m. Seconded by Commissioner Jabben. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

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

Commissioner Banzet moved to recess to an Executive Session to include the Governing Body, and City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session, it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 5:35 p.m. Seconded by Commissioner Jabben. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 5:35 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Jabben moved to extend the Executive Session to 6:05 p.m. Seconded by Commissioner Banzet. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 5:45 p.m. the City Administrator was asked to join the Executive Session in progress.

At 6:05 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

Commissioner Banzet moved to extend the Executive Session to 6:15 p.m. without the City Administrator. Seconded by Commissioner Banzet. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 6:10 p.m. the City Administrator was asked to join the Executive Session in progress.

At 6:15 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, February 26, 2025, at 2:00 p.m.

At 6:15 p.m. Commissioner Banzet moved to adjourn. Seconded by Commissioner Jabben. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
February 19, 2025

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Wednesday, February 19, 2025 at 2:00 p.m., at City Hall, 1407 N. 8th St, for the following purpose:

1. Public Hearing: CDBG Economic Development Application

The Board of Commissioners met in a Special Call Session at 2:00 p.m. at City Hall, 1407 N 8th Street, on Wednesday, February 19, 2025, with Mayor Johnson presiding and Commissioners Banzet and Jabben present.

The Governing Body welcomed Garrett Nordstrom of Governmental Assistance Services, by Zoom, for a public hearing on the CDBG Economic Development Application.

This being the time and date published in the official newspaper for the CDBG Economic Development Application, the public hearing was opened by Mayor Johnson. Public comments were heard and considered; the hearing was then closed.

At 2:08 p.m. Commissioner Banzet moved to adjourn. Seconded by Commissioner Jabben. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 3****2/26/2025**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ACRISURE MIDWEST TRUST	INSURANCE PREMIUMS	3,115.00	75236	2/26/2025
ARMOR EQUIPMENT	PARTS & SUPPLIES	2,459.53	75237	2/26/2025
AUTO ZONE	AUTO PARTS	149.98	75238	2/26/2025
BG CONSULTANTS	11TH ST RR GAS LINE BORE	4,675.00	75239	2/26/2025
CANON FINANCIAL SERVICES	PRINTER LEASE	350.00	75240	2/26/2025
CLEAVER FARM & HOME	TOOLS	270.99	75241	2/26/2025
CONSTELLATION NEWENERGY	JANUARY BILLING	77,455.54	75242	2/26/2025
JON DEHAAN	MUSEUM RV PARK RENTAL REFUND	75.00	75243	2/26/2025
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 3/25	50.00	75244	2/26/2025
F ALLEN MOORHEAD, JR, MD	PRE EMPLOY PHYSICAL	562.00	75245	2/26/2025
FOLEY INDUSTRIES INC	TELEHANDLER RENTAL	3,313.88	75246	2/26/2025
G & W FOODS	SUPPLIES	160.25	75247	2/26/2025
HAWKINS INC	CHEMICALS	4,142.91	75248	2/26/2025
TOMMY JOHN	CLEANING SERVICES	200.00	75249	2/26/2025
LAKELAND OFFICE SYSTEMS	COPIER LEASE	703.98	75250	2/26/2025
LAWSON PRODUCTS	SUPPLIES	622.55	75251	2/26/2025
LITTLE BEAR TIRE	TIRE REPAIR	135.00	75252	2/26/2025
MCCARTY'S OFFICE MACHINES INC	COPY PAPER	219.96	75253	2/26/2025
MERCHANT JOB TRAINING & SAFETY	LINEMAN TRAINING BOOK 1	550.00	75254	2/26/2025
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	378.00	75255	2/26/2025
MFA OIL	TANK RENTAL	100.00	75256	2/26/2025
MIDWEST COMPUTER SALES	IT SERVICES	945.00	75257	2/26/2025
BANK OF AMERICA	ROCK	739.51	75258	2/26/2025
NEODESHA DERRICK NEWS	YEARLY RENEWAL	40.00	75259	2/26/2025
PITNEY BOWES	POSTAGE MACHINE LEASE	769.38	75260	2/26/2025
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	250.26	75261	2/26/2025
SEK OVERHEAD DOOR	PW GARAGE DOOR REPAIR	805.00	75262	2/26/2025
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	530.19	75263	2/26/2025

STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	95.00	75264	2/26/2025
SYN-TECH SYSTEMS	FMLIVE BASIC SERVICE RENEWAL	1,440.00	75265	2/26/2025
TASC	CLAIM CARD/ADMIN FEES	570.90	75266	2/26/2025
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	329.14	75267	2/26/2025
TRI VALLEY DEVELOPMENTAL SERV	DOCUMENT DESTRUCTION	61.80	75268	2/26/2025
UNIFIRST CORPORATION	RUG CLEANING SUPPLY	176.00	75269	2/26/2025
WILSON COUNTY TREASURER	PERSONAL PROPERTY TAX	5.66	75270	2/26/2025
ZOLL MEDICAL CORPORATION GPO	MONITOR/DEFIBRILLATOR REPAIR	3,369.00	75271	2/26/2025
EVERGY	AIRPORT RUNWAY LIGHTS	280.87	74993	1/31/2025
SPARKLIGHT	INTERNET SERVICE	180.73	74994	1/31/2025
EVERGY	STREETLIGHTS @ OTTAWA	111.10	74995	1/31/2025
SPARKLIGHT	INTERNET SERVICE	242.78	74996	1/31/2025
US CELLULAR	GAS CHARTING	51.57	74997	1/31/2025
ADVANCE INSURANCE COMPANY	JANUARY PREMIUMS	463.74	74998	1/31/2025
WEX BANK	FUEL	6,527.72	74999	1/31/2025
KANSAS ALCOHOLIC BEVERAGE	CMB STAMP FEES 2024 & 2025	250.00	75000	1/31/2025
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	67.90	75001	1/31/2025
CITY OF NEODESHA	GAS SURVEY WINNER	100.00	75002	1/31/2025
SEK INC	SEK ANNUAL DINNER	80.00	75003	1/31/2025
VISA	TRAINING, MEMBER DUES, UNIFORMS	1,518.28	75004	1/31/2025
CASH	EMPLOYEE BIRTHDAYS	70.00	75005	1/31/2025
RWD #4	AIRPORT RURAL WATER	50.73	75006	1/31/2025
CONSTELLATION NEWENERGY	DECEMBER BILLING	60,424.47	75007	1/31/2025
US CELLULAR	GAS CHARTING	52.47	75008	1/31/2025

****TOTAL****

180,288.77

ACH ELECTRIC ENERGY STATEMENTS BILLED February 2025
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KMEA - SPA Hyrdro Project	January 2025 Service	3,032.00
KMEA - GRDA Power Supply Project	March 2025 Service	76,601.00
KMEA - Energy Mgmt Project No 3	January 2025 Service (not rec'd to date)	
TOTAL ACH Electric Energy Statements		79,633.00

RESOLUTION NO. 25-04

A RESOLUTION OF THE CITY OF NEODESHA KANSAS, AUTHORIZING THE EXECUTION OF THE POWER PURCHASE AGREEMENT (GRAND RIVER DAM AUTHORITY POWER SUPPLY PROJECT NO. 2) BETWEEN THE CITY OF NEODESHA KANSAS, AND THE KANSAS MUNICIPAL ENERGY AGENCY; AND MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, KMEA is a municipal energy corporation organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, City owns or operates a utility furnishing electricity, and the City is a member in good standing of KMEA; and

WHEREAS, City is authorized to enter into contracts for the supply of electricity from any person, firm, corporation or other municipality for a period not in excess of forty (40) years under K.S.A. 12-825j; and

WHEREAS, KMEA contracted with the Grand River Dam Authority ("GRDA") under a Power Purchase and Sale Agreement, and related amendments (the "GRDA Agreement"); and

WHEREAS, City entered into a Power Purchase Agreement with KMEA to take power under the GRDA Agreement, and said Power Purchase Agreement expires April 30, 2026; and

WHEREAS, KMEA has negotiated with GRDA an extension of the GRDA Agreement and has or will execute an amendment to the GRDA Agreement extending the term of the GRDA Agreement from May 1, 2026 through April 30, 2051; and

WHEREAS, City desires to purchase electricity associated with the GRDA Agreement from KMEA for a period from May 1, 2026 through April 30, 2051; and

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

Section 1. Approval. The Power Purchase Agreement (Grand River Dam Authority Power Supply Project No. 2) is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate.

Section 2. Execution of the Power Purchase Agreement (Grand River Dam Authority Power Supply Project No. 2). The Mayor and Clerk are hereby authorized to execute the Power Purchase Agreement (Grand River Dam Authority Power Supply Project No. 2) in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, such official's signature thereon being conclusive

evidence of such official's and the City's approval thereof. The Mayor and Clerk are authorized and directed to execute any and all other documents or certificates necessary to effect the purposes set forth in this Resolution and the Power Purchase Agreement (Grand River Dam Authority Power Supply Project No. 2).

Section 3. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the governing body of the City and signed by the Mayor this 26th day of February, 2025

Mayor

(SEAL)

ATTEST:

City Clerk

**POWER PURCHASE AGREEMENT
(GRAND RIVER DAM AUTHORITY POWER SUPPLY PROJECT NO. 2)**

This Power Purchase Agreement (the "Agreement") is dated as of the 26th day of February, 2025 by and between the City of Neodesha, Kansas, (the "City") and the Kansas Municipal Energy Agency ("KMEA") (collectively, the City and KMEA are referred to as the "Parties" or singularly as the "Party").

WHEREAS, KMEA is a municipal energy corporation organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, City owns or operates a utility furnishing electricity, and the City is a member in good standing of KMEA; and

WHEREAS, City is authorized to enter into contracts for the supply of electricity from any person, firm, corporation or other municipality for a period not in excess of forty (40) years under K.S.A. 12-825j; and

WHEREAS, KMEA contracted with the Grand River Dam Authority ("GRDA") under a Power Purchase and Sale Agreement, and related amendments (the "GRDA Agreement"), attached hereto as *Appendix A*; and

WHEREAS, City entered into a Power Purchase Agreement with KMEA to take power under the GRDA Agreement, and said Power Purchase Agreement expires April 30, 2026; and

WHEREAS, KMEA has negotiated with GRDA an extension of the GRDA Agreement and has or will execute an amendment to the GRDA Agreement extending the term of the GRDA Agreement from May 1, 2026 through April 30, 2051; and

WHEREAS, City desires to purchase electricity associated with the GRDA Agreement from KMEA for a period from May 1, 2026 through April 30, 2051, in the quantities set forth on *Appendix B* and subject to the terms of this Agreement; and

NOW, THEREFORE, THE CITY OF NEODESHA, KANSAS AND THE KANSAS MUNICIPAL ENERGY AGENCY, AGREE AS FOLLOWS:

Article 1. DEFINITIONS

Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the GRDA Agreement. Words, phrases or expressions used in this Agreement which are not capitalized terms or otherwise defined herein, and which have an accepted meaning in the custom and usage of the business of buying, selling, generating, delivering, and transmitting electrical capacity, energy or ancillary services or have an accepted meaning according to the North American Electric Reliability Council, hereinafter referred to as NERC, shall have that meaning.

1.01 "Effective Date" shall mean the date first written above.

- 1.02 "Electricity" shall include all capacity with reserves and associated energy.
- 1.03 "GRDA Power Supply Project No. 2 Agreement" shall mean this Agreement.
- 1.04 "GRDA Product" shall mean the Electricity derived from GRDA's power supply resources including, but not limited to, GRDA's owned-generating stations and purchase power agreements with 3rd party entities.
- 1.05 "Governmental Authority" means any federal or state government, political subdivision thereof, or regulatory or quasi-regulatory authority, including SPP, NERC, applicable regional reliability organization, and any municipality, township or county, or any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any Person owned or controlled by any of the foregoing.
- 1.06 "Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, or other entity.
- 1.07 "Point(s) of Delivery" shall mean any point at which GRDA delivers electric power and energy at the high side of the generation bus.
- 1.08 "Service Commencement Date" shall be May 1, 2026.
- 1.09 "Term" shall mean the period of time commencing on the Service Commencement Date and ending on the Termination Date.
- 1.10 "Termination Date" shall mean April 30, 2051, or such other date as the Parties may agree in writing, unless terminated earlier in accordance with Article 13 of the GRDA Agreement.

Article 2. CONSTRUCTION

- 2.01 **Interpretation.** Unless the context otherwise requires:
- (a) Words singular and plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other.
 - (b) Any reference in this Agreement to any entity or governmental authority, shall include its successors and assigns and, any entity(ies) succeeding to its functions, authority, and capacities.
 - (c) Any reference in this Agreement to any section, subsection, attachment, article, schedule, appendix or exhibit means and refers to the section or article contained in, or attachment, schedule, appendix or exhibit attached to, this Agreement. All attachments, schedules, appendices and exhibits referred to herein are hereby incorporated by reference.
 - (d) A reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed unless the text indicates otherwise.

- (e) A reference to a document or agreement, including this Agreement, includes a reference to that document or agreement (including any attachments, schedules, appendices and exhibits thereto) as notated, amended, supplemented, or restated from time to time.
- (f) Unless otherwise expressly provided herein, any consent, acceptance, satisfaction, cooperation, or approval required of a Party under this Agreement shall not be unreasonably withheld or delayed.
- (g) Unless otherwise expressly provided herein, "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.
- (h) The words "hereof," "herein," "hereunder," and other words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

2.02 **Captions.** All indices, titles, subject headings, section titles, and similar items in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

Article 3. RELATIONSHIP WITH DOCUMENTS

3.01 **Other GRDA Power Supply Project No. 2 Agreements.** Except for the identity of the Participants and each City's capacity and energy amounts as set forth in *Appendix B* (and, as applicable, other information specific to each individual Participant), this Agreement is and shall remain identical to the other GRDA Power Supply Project No. 2 Agreements.

3.02 **Relationship to SPP Markets.** The Parties agree that this Agreement is premised on the continuing ability of KMEA to implement the GRDA Power Supply Project No. 2 within the transmission footprint of SPP and the operation of SPP's centralized markets. If, during the Term, the GRDA Product is no longer located within the SPP footprint or otherwise operating within SPP's centralized markets, or if the City's load will no longer be located within SPP, or if for any other reason the implementation of the GRDA Power Supply Project No. 2 will no longer be conducted within SPP's centralized markets, then the Parties agree to undertake in good faith negotiations to amend this Agreement to provide for physical delivery to the City of its properly allocable share of the GRDA Product. The Parties acknowledge that no such amendments shall diminish City's obligation to make payments to KMEA as required pursuant to Article 5.

Article 4. SALE AND PURCHASE

4.01 KMEA agrees to sell to the City, and the City agrees to purchase from KMEA, commencing on the Service Commencement Date and extending through the Term hereof, Electricity in the quantities set forth on *Appendix B* to this Agreement, at the prices specified in Exhibit A to the

GRDA Agreement as set forth therein and as may be amended by GRDA during the Term of the GRDA Agreement.

- 4.02 The monthly Capacity Billing Demand and monthly Billing Energy quantities shall, during the Term of this Agreement, be the amounts set forth in *Appendix B* to this Agreement.
- 4.03 The City agrees to receive all of the Electricity, which it is obligated to purchase under this Agreement, at the Point(s) of Delivery. The City agrees to assume all liability whatsoever resulting directly, or indirectly, from the use, misuse, or presence of said electric power and energy from and after the Point(s) of Delivery. The City further agrees to assume its proportionate share of the obligations of KMEA to GRDA under the GRDA Agreement, attached hereto as *Appendix A* and incorporated herein by reference, all as may be amended from time to time.

Article 5. COST RESPONSIBILITY

- 5.01 Cost Responsibility for GRDA Power Supply Project No. 2 Costs. The obligation of the City to make payments under this Agreement shall be absolute, and the failure of KMEA to deliver Energy hereunder shall not relieve the City from its obligation to pay for the City's proportionate share of the expenses incurred by KMEA for the Electricity.

(a) Each month the City will pay KMEA the City's allocated portion of all amounts to be paid for the Electricity delivered under this Agreement, including, without limitation:

- Basic Charge
- Capacity Charge, per Capacity Billing kW
- Energy Charge, per Billing kWh
- Taxes, Fees and Duties
- KMEA Administrative Fee as described in Section 5.01(c) herein

(b) The current rates are provided in Schedule WP-OCA – Wholesale Power Service Outside Control Area contained in Exhibit A to the GRDA Agreement. The rates are subject to the Power Cost Adjustment set forth in Schedule PCA of Schedule WP-OCA. The City acknowledges that the rates are subject to change by GRDA from time to time pursuant to 82 O.S.A. Section 861 *et seq.*, and the City will pay KMEA the rates as established by GRDA under the GRDA Agreement and Schedule WP-OCA. KMEA agrees to promptly communicate to the City any notice from GRDA on Schedule WP-OCA changes.

(c) The KMEA Administrative Fee each month shall be (i) an amount established by KMEA from time to time based on KMEA's annual budget, plus (ii) where applicable, City's portion of KMEA's costs incurred in the prior month that are related to the GRDA Power Supply Project No. 2 but were not included in KMEA's Budget.

Article 6. PAYMENTS AND BILLING

- 6.01 KMEA is required to pay GRDA either by mail or wire transfer by the due date shown on the bill from GRDA pursuant to Schedule WP-OCA. In order to permit the appropriate transfer of funds from KMEA to GRDA, KMEA will bill the City in advance for deliveries to be made in the following calendar month. KMEA will send the bill to the City by the 20th day of the preceding month, and the City must pay the invoiced amount within thirty (30) days of the date of the bill. If such due date falls on a Saturday, Sunday or holiday, the payment shall be due on the next business day following such Saturday, Sunday or holiday. If payment is not received by KMEA by the date specified in the invoice to the City, a **1.5% per month, late charge** shall be assessed on the full past due amount from the due date until the invoice is paid in full by the City.
- 6.02 In the event the City, acting in good faith, disagrees with the amount of a monthly bill, it shall notify KMEA in writing within eighty (80) days of receiving the bill from KMEA. If the dispute involves amounts billed by GRDA, KMEA will submit a written notice to GRDA contesting such portion of the monthly bill. KMEA is required to submit such written notices to GRDA within ninety (90) days of the date KMEA received the bill from GRDA. Failure of the City to send written notice to KMEA within the eighty-(80) day period shall constitute final agreement with the bill. The City agrees that in no event will it withhold payment to satisfy its disagreement with any bill submitted by KMEA. KMEA shall credit to the City its prorata portion of any refund plus accrued interest which is credited to KMEA's account by GRDA.

Article 7. INDEMNIFICATION OF KMEA

- 7.01 City expressly agrees to the fullest extent permitted by law, to indemnify, hold harmless and defend KMEA against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the GRDA Power Supply Project No. 2, KMEA's participation in the GRDA Power Supply Project No. 2, and/or the generation, transmission or distribution of capacity and energy from the GRDA Product, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMEA or its employees acting within the course and scope of their employment.
- 7.02 The City assumes responsibility at the Point(s) of Delivery for the electric service to be delivered by GRDA as well as for the wires, apparatus and appurtenances used in connection therewith, located on its own side of the Point(s) of Delivery, and the parties acknowledge that the electric service supplied under the GRDA Agreement through this GRDA Power Supply Project No. 2 will become the property of the City after it passes the metering equipment of GRDA or other Point(s) of Delivery.

Article 8. FORCE MAJEURE AND CURTAILMENTS

- 8.01 GRDA has committed to provide electric service continuously except for (a) interruptions due to Force Majeure, (b) in the event conditions occur which threaten the reliability to the Southwest Power Pool (SPP) Transmission System or the GRDA transmission system, or (c) curtailments by SPP or (d) GRDA curtailments under emergency procedures specified by

SPP or NERC criteria. As soon as commercially reasonable, GRDA will give KMEA notice of such interruptions or reductions so as to cause the least amount of inconvenience to both Parties hereto, and KMEA will provide notice to the City. In case of impaired or defective service, the City shall immediately give notice by telephone to KMEA's system dispatcher. Such interruptions in service shall not constitute a breach of the Agreement by KMEA, and KMEA shall not be liable to the City for any loss or damage arising from failure, interruption or suspension of service. The obligation of the City to make payments are not subject to delay or excuse by reason of Force Majeure or any other cause or event.

- 8.02 If, and whenever, the delivery of Electricity thereunder shall be interrupted for a period exceeding one (1) hour in duration, due to a fault of the facilities of GRDA, a Force Majeure, or a curtailment by SPP, the monthly charge for Capacity Billing Demand for the month in which such interruption occurs shall be reduced in the ratio that the number of hours of such interruption bears to the total number of hours in such month. The City shall make written claim for a credit of such monthly charge for Capacity Billing Demand, within eighty (80) days after receiving the monthly bill for the month in which the interruption or interruptions occurred, for reduction of the amount due because of any such interruptions not reflected in such bill. Failure to make such written claim within said eighty (80) day period shall constitute a waiver thereof. Any credit of such monthly charge for Capacity Billing Demand shall not eliminate the requirement to pay for other components of the costs of the Electricity.
- 8.03 In case of impaired or defective service, the City shall immediately give notice by telephone to KMEA and the City will confirm such oral notice in writing within twenty-two (22) hours of such notice given by telephone.

Article 9. SUSPENSION OF SERVICE FOR NONPAYMENT

- 9.01 Whenever KMEA has failed to pay any monthly bill accruing under the GRDA Agreement on or before forty (40) days following the first day of the calendar month in which such monthly bill was received, GRDA may suspend providing electric power and energy upon giving written notice to KMEA of GRDA's intention to do so, and GRDA shall not be liable to KMEA for any damages whether regular, special, punitive, consequential or otherwise for its discontinuance of delivery of such electric power and energy.
- 9.02 If the City, or any other City who purchases electric power supplied by GRDA to KMEA under the GRDA Agreement fails to pay KMEA within the time specified above, KMEA will be unable to pay GRDA in full. If GRDA discontinues electric service, in whole or in part, the electric service to all the Cities may be suspended. KMEA shall not be liable to any City for damages, whether regular, special, punitive, consequential or otherwise, for any suspension of service.

Article 10. RESALE RESTRICTIONS ON PRIVATE BUSINESS USE

- 10.01 The City represents and warrants to KMEA that it will not sell in excess of seven percent (7%) of any capacity or energy sold by KMEA to the City under this Agreement in any manner that would cause such sale to result in any facility of GRDA being deemed to be used for a private business use under the Internal Revenue Code of 1986 and the regulations promulgated thereunder. To that end, the City covenants not to make any resale in excess of seven percent (7%) of capacity or energy sold by KMEA to the City under this Agreement to a purchaser for use or resale by such purchaser, if it would obligate a purchaser to make payments that are not contingent on the output requirements of the purchaser (including but not limited to minimum

demand charges) or obligate the purchaser to have output requirement resales that require the purchaser to pay reasonable and customary damages (including liquidated damages) in the event of a default, or to pay a specified amount to terminate the contract or arrangement with the City while the purchaser has requirements, in each case if the amount of the payment is reasonably related to the purchaser's obligations to buy requirements that is discharged by the payment.

- 10.02 The City shall immediately notify KMEA if the City makes any resale of any capacity or energy sold by KMEA to City under this Agreement. Nothing contained in **Section 10.01** shall affect the ability of the City to make resales to any persons under any conditions if and to the extent such resales are made from resources other than the capacity or energy sold to the City by KMEA under this Agreement.

Article 11. BREACH OF GRDA AGREEMENT AND REMEDIES

- 11.01 The City acknowledges that each of the following constitutes a breach of the GRDA Agreement:

- (a) the failure of KMEA to pay any amount that is past due if such failure is not remedied within three (3) business days after receiving written notice from GRDA;
- (b) the failure of KMEA or GRDA to comply with any material term or condition of the GRDA Agreement which is not corrected within a commercially reasonable period of time;
- (c) the failure of KMEA to provide the documentation as to creditworthiness of KMEA, as described in Section 7.05 of the GRDA Agreement, and the failure of KMEA to provide documentation as to compliance with the provisions of Section 15.07 of the GRDA Agreement relating to resales of energy and capacity that constitute private business use;
- (d) the filing by KMEA or GRDA of a voluntary petition in bankruptcy under any provision of any federal or state law; or
- (e) the entry of a decree adjudicating KMEA or GRDA bankrupt or insolvent, if such decree is continued undischarged and unstayed for a period of sixty (60) days.

- 11.02 Upon any breach by one party, the non-breaching party under the GRDA Agreement may, at its option:

- (a) continue performance and exercise such other rights and remedies as it may have in equity, at law or under the terms of the GRDA Agreement; or
- (b) terminate the GRDA Agreement by providing ten (10) days advance written notice to the breaching party. Termination of the GRDA Agreement shall not relieve either party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective. The non-breaching party may also exercise such other rights and remedies as it may have in equity, at law or under the terms of the GRDA Agreement.

- 11.03 In the event of a breach of the GRDA Agreement, the exercise of any remedy will correspondingly apply to this Agreement between KMEA and the City. In no event will

KMEA be liable to the City under this Agreement, or under any cause of action relating to the subject matter of this Agreement, for any special, indirect, incidental, punitive, exemplary or consequential damages, including but not limited to loss of profits or revenues, loss of use of any property, cost of substitute equipment, facilities, or services, downtime costs or claims of third parties for such damages. This provision shall survive termination of this Agreement.

Article 12. DISPUTE RESOLUTION

- 12.01 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.
- 12.02 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 12.01.
- 12.03 Involvement of Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.
- 12.04 Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 12.05, be resolved solely and exclusively by binding arbitration, using the following procedures (absent agreement of the Parties to different procedures).
- (a) The arbitration shall be conducted before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, except as modified herein. The Party seeking relief from the other Party shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.
 - (b) Unless the dispute uniquely affects just one Participant, each other Participant that is affected by the dispute shall, for purposes of a particular arbitration, declare which Party it supports. In applying the provisions of this Section 12.04, each reference to a "Party" will be deemed to include all aligned Participants, and the aligned parties shall act in a collective manner to exercise their rights and fulfill their obligations hereunder. A Participant that elects not to participate will nonetheless be bound by the outcome of the arbitration.
 - (c) Arbitration shall be held in Johnson County, Kansas. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq. Notwithstanding references herein to use of the AAA Commercial Arbitration Rules and possible AAA selection of

arbitrators, it is not the Parties' intention to require use of AAA or any other organization to administer any arbitration.

- (d) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within ten (10) days of the receipt of the Demand, or if such Party fails to make such selection within ten (10) days from the receipt of the Demand, the AAA shall make such appointment upon the written request of the other Party. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the AAA shall make such appointment.
- (e) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.
- (f) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.
- (g) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to (1) consider or award any form of damages barred by Article 7 or any other multiple or enhanced damages, whether under statutory or common law, or (2) require any modifications to this Agreement.
- (h) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 12.4 or an arbitration award.

12.05 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 12.04, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

Article 13. REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.01 KMEA's Representations. KMEA hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

- (a) KMEA is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by KMEA of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of KMEA, enforceable in accordance with its terms.

- (d) There is no pending, or to the knowledge of KMEA, threatened action or proceeding affecting KMEA before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMEA's sole continuing covenant with respect to this Section 13.01(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

13.02 City's Representations. City hereby makes the following representations, warranties and covenants to KMEA as of the Effective Date and through the end of the Term:

- (a) City is a municipal corporation of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 13.02(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.
- (e) City is and shall remain throughout the term of this Agreement a Member of KMEA.
- (f) City will establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.
- (g) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.
- (h) The City covenants to maintain its electric system in good repair in accordance with Good Utility Practice, to cooperate with KMEA, and to keep accurate records and accounts.

- (i) The City shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the City assign all or any part of its GRDA Product or any or all of its interests under this Agreement, except upon the approval of KMEA pursuant to Article 14 such approval not to be unreasonably withheld or delayed.
- (j) City's electric utility system shall not be made a part of an integrated utility system subsequent to the Effective Date of this Agreement if, in the opinion of a consulting engineer of national reputation selected by KMEA, the revenues of any other utility system(s) to be so integrated would not reasonably be expected to equal or exceed the costs and expenses thereof.

Article 14. MISCELLANEOUS

- 14.01 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Kansas, without regard to conflicts of law doctrines.
- 14.02 This Agreement shall be binding upon and inure to the benefit of the successor, legal representative, and assignees of the respective Parties; provided, however, except for the assignment by KMEA as provided in this subsection, neither this Agreement, nor any interest herein shall be transferred or assigned by either party hereto except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. The City acknowledges and agrees that KMEA may assign and pledge all of, or any interest in, KMEA's right, title and interest in and to all payments to be made to KMEA under the provisions of this Agreement, as security for the payment of any obligation of KMEA, including interest thereon, created under any power purchase contract, reimbursement agreement, loan, bond or other instrument (collectively, "Contract Obligations"). In connection with such assignment and pledge, KMEA may deliver possession of this Agreement to such assignee and pledgee and grant such assignee and pledgee any rights and remedies herein provided to KMEA, and such assignee and pledgee shall be a third party beneficiary of the covenants and agreements of the City herein contained; provided, however, that nothing herein is intended to allow KMEA in the absence of an event of default under any Contract Obligations, to convey its operating responsibilities to any such assignee and pledgee.
- 14.03 This Agreement shall in all respects be subject to the rules, regulations and orders of all governmental authorities having jurisdiction of the subject matter hereof, and subject to the rules and regulations as may be applied to the Parties by such governmental authorities. In the event that the extension of the GRDA Agreement is not achieved and the GRDA Agreement is not amended and is terminated as a result, this Agreement will become null and void and of no force or effect.
- 14.04 This Agreement may be amended from time to time by mutual agreement of KMEA and the City; provided, however, that any such amendment must have the approval, in writing, of the governing boards of each of the Parties.
- 14.05 This Agreement, together with the Appendices attached hereto and made a part hereof, constitutes the entire agreement between KMEA and the City regarding the subject matter hereof, and supersedes any and all previous or contemporaneous understandings between KMEA and the City, whether written or oral.

- 14.06 To the extent any provision of this Agreement is held unenforceable or invalid under applicable law, such invalidity shall not affect any other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.
- 14.07 Jury Trial. Each of the Parties waives to the fullest extent permitted by law any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection with this Agreement and agrees that any such action or proceeding shall be tried before a court and not before a jury.
- 14.08 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

For notice to KMEA:

Kansas Municipal Energy Agency
6300 West 95th Street
Overland Park, KS 66212
Email: mahlberg@kmea.com

Attention: General Manager

For notice to City:

City of Neodesha, Kansas
1407 N 8th St.
P.O. Box 336
Neodesha, KS 66757

Attention: City Clerk

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IN WITNESS HEREOF, the Parties hereto have executed this Power Purchase Agreement on the date set forth above.

CITY OF NEODESHA, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

KANSAS MUNICIPAL ENERGY AGENCY

**Paul N. Mahlberg
General Manager**

APPENDIX A

Power Purchase and Sale Agreement

By and Between

Grand River Dam Authority

And

Kansas Municipal Energy Agency

(“GRDA Agreement”)

Appendix B

Capacity Billing Demand and Billing Energy

The Capacity Billing Demand and Billing Energy for each month of the Term shall be as follows.

The Capacity Billing Demand and Billing Energy for the months of June through September for the Term shall be the Nominal Capacity Billing Demand as follows.

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh)
June	2,000	2,000	2,000	1,440,000
July	2,000	2,000	2,000	1,488,000
August	2,000	2,000	2,000	1,488,000
September	2,000	2,000	2,000	1,440,000

Appendix B (continued)

Capacity Billing Demand and Billing Energy

The Capacity Billing Demand and Billing Energy for the months of October through May for the Term shall be the Nominal Capacity Billing Demand as follows, unless the City notifies KMEA at least three (3) Business Days prior to the first day of the month preceding the month of delivery of a revised Nominal Capacity Billing Demand, which will not be less than the Minimum Capacity Billing Demand nor greater than the Maximum Capacity Billing Demand. The Billing Energy for any such revised month will be calculated to be the revised monthly capacity billing demand for the month scheduled at a 100% monthly load factor.

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh)
October	1,500	1,500	2,000	1,116,000
November	1,500	1,500	2,000	1,080,000
December	1,500	1,500	2,000	1,116,000
January	1,500	1,500	2,000	1,116,000
February	1,500	1,500	2,000	1,008,000
March	1,500	1,500	2,000	1,116,000
April	1,500	1,500	2,000	1,080,000
May	1,500	1,500	2,000	1,116,000

Notes:

1. The Billing Energy is calculated by multiplying the Capacity Billing Demand times the number of hours in the applicable month (a 100% monthly load factor).
2. The number of hours in a month will reflect both the change from daylight savings time to standard time and the change from standard time to daylight savings time during the applicable months as defined by federal law.
3. For leap years, the number of hours in February is 696.

THE CITY/COUNTY OF NEODESHA, KANSAS

RESOLUTION NO. 25-05

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2025 KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of NEODESHA, Kansas, is a legal governmental entity a
the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of NEODESHA, Kansas, intends to submit an application for
from the 2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of NEODESHA, Kansas, is a
legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby
has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of NEODESHA,
act as the applicant's official representative in signing and submitting an application
for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$4,558,010 in cash funds toward this project and
\$0 in in-kind material and/or labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF NEODESHA, KS
this 26TH day of FEBRUARY 2025

APPROVED _____
MAYOR/COMMISSIONER

ATTEST _____

(SEAL)

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended**

The (City/County) Neodesha will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the (City/County) Neodesha will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The (City/County) Neodesha will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the (City/County) following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

As chief elected official of [(City/County) Neodesha], I hereby certify that the above plan was officially adopted by (City/County) CITY of Neodesha on the 28th day of FEB, 2025.

Date: _____ Signature – Chief Elected Official: _____

Kansas Department of Commerce
 Community Development Block Grant (CDBG) Program
 1000 S.W. Jackson St., Suite 100
 Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: GRANBY AVE REHABILITATION - NEODESHA, KS ED

Project Location: The rehabilitation will extend from Highway 400 to 8th Street in Neodesha, KS,

Project Description:

Granby Avenue Rehabilitation Project seeks to support local economic development by improving public infrastructure necessary for job retention. The rehabilitation will extend from Highway 400 to 8th Street in Neodesha, KS, enhancing accessibility and safety to ensure continued business operations and economic stability. The estimated total project cost is \$5,308,010, with the City of Neodesha applying for \$750,000 in CDBG funds to assist with project costs. This project is intended to retain 23 jobs at Cobalt Boats, a major employer in Neodesha. Cobalt Boats operates within the city and is a key contributor to the local economy. The rehabilitation of Granby Avenue will provide improved infrastructure that is critical to maintaining efficient transportation and operations for the company, ensuring the retention of these jobs and the continued success of the business within the community. CDBG funds will cover road reconstruction. Local matching funds will cover road reconstruction, engineer design, inspection, utility relocations, legals and admin. Construction is expected to occur from September 2025 - September 2026. +

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities,” and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(___)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(___)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Devin Johnson, Mayor _____ Chief Elected Official (print name/title)	_____ Chief Elected Official’s Signature
_____ Date	

/12/2023

10. STATE REPRESENTATIVE:

Name: DUANE DROGE

District #: 13

STATE SENATOR:

Name: MICHAEL FAGG

District #: 14

U.S. REPRESENTATIVE:

Name: DEREK SCHMIDT

District #: 2

The applicant certifies that the information contained in the Application Summary is true and correct and the document has been duly authorized by the governing body. The applicant agrees that, if approved, this with the attached Certifications will become a part of the agreement for activities and services authorized under the Housing and Community Development Act of 1974, as amended.

Typed Name and Title of Chief Elected Official:

Name: Devin Johnson Title: Mayor

Signature: _____ Date: _____

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) That prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of Community Development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities which the grantee certifies are designed to meet other Community Development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
 - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):
 - (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
 - (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to

affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;

- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 75;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the implementing regulations at 24 CFR 570.488;
- (j) Antidisplacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended;
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
- (o) The Americans With Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation and telecommunications;

- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification.
- (8) It will comply with the provisions of the Hatch Act that limits the political activity of employees.
- (9) It will comply with the provisions of 24-CFR-200.
- (10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
- (11) It will comply with the lead paint requirements of 24 CFR Part 35 Subpart B. issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
- (12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
- (13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.
- (14) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (15) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

Signature, Chief Elected Official	Devin Johnson
Mayor	Name (typed or printed)
Title	Date

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds. Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name	Department/State/Local Agency Name
* Government Agency Name: KDOT	* Government Agency Name: CITY OF NEODESHA/WILSON CO
Government Agency Address: 700 SW HARRISON	Government Agency Address: 1407 N 8TH
* Street 1:	* Street 1:
Street 2:	Street 2:
City: TOPEKA State Abbreviation: KS * Zip Code: 66603	City: NEODESHA State Abbreviation: KS * Zip Code: 66757
County:	County:
Country:	Country:
* Type of Assistance: GRANT	* Type of Assistance: CASH
* Amount Requested/Provided: \$ 3,981,007.50	* Amount Requested/Provided: \$ 577,002.50
* Expected Uses of the Funds: CONSTRUCTION, ENGINEERING	* Expected Uses of the Funds: CONSTRUCTION, ADMIN

Note: For Part 1, use additional pages if necessary. Add Attachment:

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* Unique Entity ID	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)		
WESTERN CONSULTANTS	NGAGNZN924K5	CDBG ADMIN	\$ 55,000	1	%
BG CONSULTANTS	NQLVFLW3SN47	ENGINEERING	\$ 462,000	8.7	%
SCHWAB EATON	GVKKJNZM8ZY3	ENGINEERING	\$ 306,950	5.7	%

- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* City of Residence	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)		
			\$		%
			\$		%
			\$		%

Note: For Part 2, use additional pages if necessary. Add Attachment:

Certification:

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
 Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

* Signature:

* Date: (mm/dd/yyyy):

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made and entered into this 8th day of January, 2025, by and between WILSON COUNTY, KANSAS, hereinafter referred to as the First Party, and the CITY OF NEODESHA, KANSAS, through the Board of City Commissioners, hereinafter referred to as the Second Party.

WITNESSETH: The First Party and the Second Party, in consideration of their mutual promises and other good and valuable consideration, hereby agree as follows:

FIRST: The Second Party shall provide ambulance services to all persons in Wilson County, Kansas, located within a service area which shall border on the ambulance service area operated by the Fredonia Regional Hospital, Fredonia, Kansas, during the term of this agreement and shall charge for said service, such rates and charges as it may set from time to time.

Except as stated herein the Second Party shall not refuse to give ambulance services to any person within its service area. The Second Party may refuse to give non-emergency ambulance services to those persons with past due ambulance service accounts, or in the alternative, may require advance payment for said service.

The Second Party may refuse to give ambulance services for out of county calls, when in the judgment of the Second Party, such need for ambulance services can be provided by another firm or person, or when it appears that giving such service out of Wilson County might hinder the providing of adequate service in Wilson County.

The Second Party may also refuse to give ambulance services when the emergency or catastrophe makes provision of such service to appear hazardous, impossible, unreasonable, or of a lesser priority than another need for service.

The books of the Second Party pertaining to the ambulance operation shall be available for inspection and review by the First on a quarterly basis.

SECOND: The First Party shall pay the sum equal to half the amount of the dedicated one percent county-wide sales tax collections for EMS services to the Second Party for the operation of ambulance services. The funds shall be used exclusively for the operation of ambulance services. The funds shall be disbursed in twelve (12) equal payments as distributed by the State of Kansas Treasurer.

THIRD: The Second Party agrees to provide sufficient liability insurance to protect all parties herein during the term of this agreement.

FOURTH: Any provision of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of the agreement.

FIFTH: This agreement, executed by the parties, may not be modified or terminated except in writing acknowledged by all parties.

SIXTH: The Second Party shall comply with all laws, ordinances, resolutions, regulations, requirements, and rules with respect to the use, maintenance, and operation of ambulances and ambulance services.

The Second Party agrees to maintain adequate communications, which shall be attended twenty-four (24) hours every day for the receipt of emergency ambulance calls.

Failure to comply with any of the terms of this agreement shall be considered a material breach of this agreement, in which event, the First Party may declare this agreement null and void and/or exercise any legal remedies provided by law.

SEVENTH: Waiver of any specific default shall not be a waiver of any other or subsequent default. No waiver by the First Party of any provisions hereof shall constitute a waiver of any other matter and all waivers shall be in writing and executed by the Board of Wilson County Commissioners. No failure on the part of the First Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

The parties shall give notice in writing prior to July 1, 2025 of their intention not to renew this agreement.

EIGHTH: The term of this agreement shall be for a period of one (1) year, commencing on January 1, 2025, and ending December 31, 2025, and shall be binding upon the successors and assigns of the parties hereto provided. However, this agreement shall not be assigned without the written consent of all parties hereto.

NINTH: In the instance that the said county-wide EMS sales tax collections received by the Second Party exceed the amount of their EMS expenses, the Second Party shall notify the First Party in order to renegotiate the Second Section of this agreement.

FIRST PARTY:

WILSON COUNTY, KANSAS

By the Board of County Commissioners



Casey Lair, Chairman



Andrew Miller, Vice Chairman


Jerry Scott, Member

Attest:


Kayla Busch, County Clerk

SECOND PARTY:

CITY OF NEODESHA

By the Board of City Commissioners

Devin Johnson, Mayor

Duane Banzet, Commissioner

Chris Jabben, Commissioner

Attest:

Stephanie Fyfe, City Clerk

AGREEMENT FOR SOLID WASTE DISPOSAL

WHEREAS, the County of WILSON, by and through the BOARD of COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, is operating a transfer station in the Altoona, Kansas area, and

WHEREAS, it is the desire of the CITY OF NEODESHA by and through the CITY COMMISSIONERS OF NEODESHA, KANSAS, to use said transfer station,

NOW, THEREFORE, THIS AGREEMENT:

1. It is hereby agreed by and between the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, and the CITY COMMISSIONERS OF NEODESHA, KANSAS, that for a period of one (1) year commencing January 1, 2025 and ending at 12:00 midnight on December 31, 2025, THE CITY OF NEODESHA and all residents of said City shall have the right to use said transfer station, in consideration of the payment by the CITY OF NEODESHA of the sum of SIXTEEN THOUSAND DOLLARS (\$16,000).

2. Payment of such sum of SIXTEEN THOUSAND DOLLARS (\$16,000) shall be made semi-annually with payments being due on January 1 & July 1 of the sum of EIGHT THOUSAND DOLLARS (\$8,000) by the CITY OF NEODESHA to the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS. The CITY OF NEODESHA shall have the right to pay ahead on this agreement, if desired.

3. It is understood and agreed by and between the parties that all items will be accepted at said transfer station, other than hazardous waste, large dead animals, and other items not permitted by KDHE.

4. It is understood and agreed by and between the parties that any commercial haulers of trash are not covered by this agreement unless they are hauling for the CITY OF NEODESHA.

5. It is understood and agreed by and between the parties that any and all residents may haul trash to said transfer station, provided the same is their own trash.

6. It is understood and agreed by and between the parties that in the event the transfer station, ceases to operate, WILSON COUNTY will be responsible to make arrangements for the disposal of sanitary waste of the CITY OF NEODESHA. Whatever these arrangements are and their cost shall be the responsibility of WILSON COUNTY.

WITNESS the hands and seals of the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, and the CITY COMMISSIONERS OF NEODESHA, KANSAS, this 8th day of January, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF WILSON COUNTY, KANSAS:**



Casey Lair, Chairman



Andrew Miller, Vice Chairman



Jerry Scott, Commissioner


**CITY COMMISSIONERS
OF NEODESHA, KANSAS:**

Devin Johnson, Mayor

Duane Banzet, Commissioner

Chris Jabben, Commissioner

ATTEST:



Kayla Busch, County Clerk

Stephanie Fyfe, City Clerk

PREPARED BY:

Kris Marple
County Coordinator

City of Neodesha Sidewalk Reimbursement Grant Application

Applicant Information

- **Name:** _____
- **Address:** _____
- **Phone Number:** _____
- **Email:** _____
- **Date:** _____

Project Information

- **Project Address:** _____
- **Project Drawings/Plans:** (Attach detailed plans and specifications)
- **Project Cost Estimate:** \$ _____
- **Contractor Name:** _____

Description of Project: (Provide a brief description of the project, including dimensions, materials to be used, and location specifics. 500 words max attached at end.)

Short Summary of Why This Project Should Be Funded: (Explain the benefits of the sidewalk replacement, such as improving pedestrian safety, enhancing accessibility, and increasing property value. 100 words max attached at end.)

Grant Reimbursement Eligibility Requirements

If awarded, the applicant must comply with the following requirements to be eligible for reimbursement:

1. **Building Permits:**
 - All necessary permits must be obtained before beginning construction.
 - The project must be completed within **180 days** of the award date.
2. **Compliance with City Code:**

- The sidewalk project must comply with **City of Neodesha City Code Chapter 32, Article 2.**
 - The project will be inspected and signed off by the **City of Neodesha Designated Official** to ensure compliance.
3. **Required Inspections:**
- **Tear-out Inspection** (before removal of existing sidewalk)
 - **Forming Inspection** (before concrete is poured)
 - **Pouring Inspection** (during the pouring process)
 - **Completion Inspection** (final review of completed sidewalk)
4. **Final Completion Requirements:**
- The area surrounding the sidewalk must be **backfilled** and **grass seed spread**.
 - This will be part of the **final inspection** before reimbursement is approved.

Applicant Certification: I hereby certify that all information provided in this application is accurate and that I agree to comply with all requirements outlined above. I understand that failure to adhere to these requirements may result in forfeiture of reimbursement funds.

Applicant Signature: _____ **Date:** _____

City Approval:

Approved by: _____
Title: _____
Date: _____

Attachments Required:

- Description of Project (500 Word max)
- Short Summary of Why this Project Should Be Funded (1,000 words max)
- Project drawings/plans
- Cost estimate from contractor
- Proof of building permits
- Photos (if applicable)

INVOICE

From

RBC Concrete

6207575407
 justinbennett172@yahoo.com
 4217 US Highway 75
 Independence, KS
 67301

To

Ed Duensing

+1 (620) 874-8066
 Edduensing@gmail.com
 1030 Main Street
 Neodesha, KS
 66757

Invoice Number 69
Date Feb 12, 2025
Due Mar 14, 2025

Item	Quantity	Price	Total
Concrete tear out and replace <i>Tear out and replace approximately 6x50x5 sidewalk and add ramp where concrete meets building entrance. Landing 6x18x6 with ramp/curb to street for wheel chair access All work will be done on 2ft grid fiberglass rebar and finished to customers desire This price includes all material/haul off/ and labor to complete the job</i>	1	\$8,750.00	\$8,750.00

We look forward to your business!!!

70% pd by Maxre Trust - \$ 6125.00
 30% pd by check # 1216 - \$ 2625.00

Total: \$8,750.00

Just asking for
 50% on
 2625.00
 or
 City Pay
 \$1312.50





EDWARD T DUENSING
17 CENTURY PKWY
NEODESHA KS 66757

1216
83-535/1011

2/13/2025

Date

CHECK AMOUNT

Pay to the Order of RBC Concrete

\$ 2625⁰⁰

two thousand six hundred twenty-five and 00/100 Dollars

Photo Safe Deposit®
Details on back

 EQUITY BANK

For 1930 Man Concrete Project 303



MP

⑆ 101105354⑆ 5601011024⑆ 01216