

Agenda

City Commission of the City of Neodesha, KS
ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>
February 10, 2021 2:00 p.m.

Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Mayor's Report
- Commissioners' Reports
- City Administrator's Comments
- Community Development Director Report

Item 2: Public Comments

Item 3: Consent Agenda (Routine agenda items can be approved with unanimous consent of the City Commission. Any item can be removed and placed in items of business.)

- Approval of January 27, 2021 Minutes
- Appropriation (2021) 02
- Raw Water Project Bond Appropriation No. 86
- Gas Line Project Appropriation No. 23

Item 4: Business Items to Consider

- A. Resolution: Authorizing a New Police Station Building
- B. Resolution: Authorizing Sale of Temporary Notes for New Police Station Building
- C. Gas Line Project; Change Order No 3: NPL Construction Company
- D. Consider Incubator Lease; 117 S. 4th Street
- E. Consider Cost Share for Capping Wells; WGBP
- F. Request for Donation of Property; Get Fit Building; Wilson Medical Center
- G. Consider Invoice for Unpaid Rent for City-owned Property
- H. Discuss Pro Champs Property Registration Service
- I. Discuss Amending Personnel Policy Manual; Standby Pay
- J. Fire Chief Banzet Retirement Recognition

Item 5: Date/Time of Next Regular Meeting

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

Item 6: Executive Session:

- Attorney/Client Privilege
- Non-Elected Personnel

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
ZOOM Online Access
February 10, 2021

Additions to the Agenda

RECOMMENDED MOTION: *I move to approve the agenda as presented.*

Consent Agenda

RECOMMENDED MOTION: *I move to approve the consent agenda as presented.*

Business Items to Consider

4.A: Resolution: Authorizing a New Police Station Building

The Commission is asked to consider Resolution 21-04, authorizing the project for a new police facility.

RECOMMENDED MOTIONS: *I move to approve Resolution 21-04, authorizing a new police station building project.*

4.B: Resolution: Authorizing Sale of Temporary Notes for New Police Station Building

The Commission is asked to consider Resolution 21-05, authorizing the sale of temporary notes for a new police facility.

RECOMMENDED MOTIONS: *I move to approve Resolution 21-05, authorizing the sale of temporary notes for a new police station building project.*

4.C: Gas Line Project; Change Order No 3: NPL Construction Company

In support of the Gas Line Project, the Commission is asked to consider approving Change Order No 3, from NPL Construction, in the amount of \$45,890.95. This change order includes \$2,361.00 for moving and rebuilding the school meter set; \$8,309.80 for additional work on Regulator Stations; and \$35,220.15 for pipe and valve quantity changes.

RECOMMENDED MOTIONS: *I move to approve Change Order No 3 for the gas line project at a cost of \$45,890.95.*

4.D: Consider Incubator Lease; 117 S. 4th Street

Staff, and some Commissioners, have been contacted by Mr. Mitchell Peitz, Neodesha Plastics, with a request to rent the City's Incubator Building, located at 117 S. 4th Street. Mr. Peitz has expressed an interest to lease the building for approximately 6 to 7 months, and use the building for storage during the company's period of construction on their new facility.

RECOMMENDED MOTIONS: *I move to approve the lease agreement with Neodesha Plastics for 117 S. 4th Street as presented.*

4.E: Consider Cost Share for Capping Wells; WGBP

Mr. Zach Milligan has requested that the City provide financial assistance to help offset the cost of capping the oil wells located in the W. Granby Business Park. Mr. Milligan expects the cost to be approximately \$12,000 to \$15,000.

RECOMMENDED MOTIONS: *I move to approve sharing the cost with Mr. Zach Milligan for capping the wells in the W. Granby Business Park, in an amount not to exceed _____.*

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

Staff has received a request from Dennis Shelby, on behalf of WMC and the Hospital Board, asking that the City consider donating the Get Fit Building to WMC. This building was constructed utilizing approximately \$400,000 in CDBG grant funding, and is presently appraised by Wilson County at \$246,350.

RECOMMENDED MOTION: *I move to approve the donation of the Get Fit Building to Wilson Medical Center.*

4.G: Consider Invoice for Unpaid Rent for City-owned Property

Rents remain unpaid for the leased City property located at 604 Main Street. Unpaid rent for calendar year 2020 is \$2,250; unpaid rent for calendar year 2021 is \$2,000; for a total of \$4,250. Staff has an audit-required obligation to either invoice for the past-due amount, or the Commission will need to provide a motion, captured in the official minutes, showing another outcome.

RECOMMENDED MOTIONS: *To be determined...*

4.H: Discuss Pro Champs Property Registration Service

Staff will brief the Commission on a potential property registration service. A Pro Champs representative will conduct a formal presentation, via Zoom, at the Commission's meeting February 24th.

RECOMMENDED MOTIONS: *N/A*

4.I: Discuss Amending Personnel Policy Manual; Standby Pay

Staff will discuss with the Commission a perceived need to modify the City's current Standby Pay policy.

RECOMMENDED MOTIONS: *N/A*

4.J: Fire Chief Banzet Retirement Recognition

The Commission will have the opportunity to formally recognize Fire Chief Duane Banzet, in a public meeting, and then repair to the Civic Center for tea and crumpets (retirement reception).

RECOMMENDED MOTION: *N/A*

Neodesha, Kansas

January 27, 2021

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall, practicing social distancing and conducting the meeting by live streaming with Zoom, on Monday, January 27, 2021 with Mayor Johnson presiding and Commissioner Nichol present. Commissioner Moffatt was absent.

Commissioner Nichol moved to approve the agenda as presented with the addition of a revision of Item 4:J; Land Bank: Consider Accepting Donation of Property; 405 Main Street. Seconded by Mayor Johnson. Motion carried.

Commission, Administrator and Community Development Director reports were heard.

Public Comments were invited and heard.

The Commission welcomed Erica Johnson for a presentation regarding the early stages of planning for the City's 150 Year Anniversary Celebration.

Commissioner Nichol moved to approve the Consent Agenda consisting of the minutes from the January 11, 2021 Commission Meeting; Appropriation (2020) 26; Appropriation (2021) 01; Raw Water Bond Project Pay Application 85; and Gas Line Project Appropriation 22. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding an Ordinance to name the new City Park. Active Transportation Advisory Board members Erica Johnson, Mr. & Mrs. David Knickerbocker and Rod Schlegel, Jr. were present to discuss prospective names with the Commission. Discussion held.

ORDINANCE NO. 1741

AN ORDINANCE OFFICIALLY NAMING THE CITY PARK IN THE 2900 BLOCK US75 HIGHWAY, NEODESHA, KANSAS, ADJACENT TO AND SOUTH OF US75 HIGHWAY, AND ADJACENT TO AND WEST OF 14TH STREET.

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

WHEREAS, the City of Neodesha, Kansas, controls and manages its City parks for the use and benefit of the citizens of Neodesha, and

WHEREAS, the City park located in the 2900 block of US75 Highway, Neodesha, Kansas, is being developed as a recreational area for multiple recreational uses to benefit the citizens of Neodesha; now therefore

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

Section 1 Pursuant to its statutory authority, the Governing Body of the City of Neodesha, Kansas, hereby names the City park, located in the 2900 block US75 Highway, Neodesha, Kansas, "Riverwalk Park", described as follows:

BEGINNING 825 FEET WEST OF THE NE CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 19, TOWNSHIP 30, RANGE 16 EAST, THENCE WEST 486', THENCE SOUTH 540', THENCE EAST 486', THENCE NORTH 540' TO POINT OF BEGINNING; and

BEGINNING AT A POINT 1311 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION NINETEEN (19), TOWNSHIP THIRTY (30) S, RANGE SIXTEEN (16) EAST, THENCE SOUTH A DISTANCE OF 445 FEET MORE OR LESS; THENCE WEST A DISTANCE OF 400 FEET MORE OR LESS TO CENTER LINE OF FALL RIVER, THENCE UP STREAM ALONG THE CENTER LINE OF FALL RIVER, A DISTANCE OF 455.75 FEET MORE OR LESS TO CENTER OF NEODESHA – FREDONIA ROAD, THENCE EAST ALONG SAID CENTER OF SAID ROAD 321.8 FEET MORE OR LESS TO POINT OF BEGINNING, WILSON COUNTY, KANSAS.

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

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

Commissioner Nichol moved to approve Ordinance 1741, naming a new City Park located at the 2900 block of US 75 Highway. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding an Ordinance that would vacate a portion of Little Bear Trail, a roadway in the West Granby Business Park. This action has been requested in support of the new business to be located in the business park. Discussion held.

(continued to next page)

ORDINANCE NO. 1742

AN ORDINANCE VACATING A PORTION OF LITTLE BEAR TRAIL, CITY OF NEODESHA, WILSON COUNTY, KANSAS.

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

Section 1 That a portion of Little Bear Trail, lying adjacent to Lots 4, 5 and 6, West Granby Business Park, to the City of Neodesha, is hereby vacated.

Section 2 That the City of Neodesha, Kansas, reserves all rights to lay, maintain, repair and replace any utility lines within the boundary of the vacated area, and retains a permanent easement for said purposes.

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

Commissioner Nichol move to approve Ordinance 1742, vacating a portion of Little Bear Trail in the West Granby Business park. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the modification of deed paperwork that is required by vacating a portion of Little Bear Trail, Staff has received guidance from the Wilson County Register of Deeds that the deed paperwork should reflect the survey of the roadway for its eventual vacating. Discussion held.

Commissioner Nichol moved to approve the modified deed for donating property located in the West Granby Business Park, and authorize the Mayor to sign pending the successful closing sale of Neodesha Plastics. Seconded by Mayor Johnson. Motion carried.

The Commission welcomed Mr. Dave Arteberry of Stifel, Nicolaus & Company for a discussion on how to finance a construction project for a police facility. Discussion held. No action taken

Administrator Truelove addressed the Commission regarding the approval of a KHRC Agreement for Housing Grant. The City has been working in partnership with the Independence Housing Authority to obtain grant funding for housing. The City has been accepted as a co-applicant for grant funding. Discussion held.

Commissioner Nichol moved to approve the acceptance of the KHRC grant, in the amount of \$200,000, and authorize the Mayor to sign. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the 2021 Contract for the 4th of July Fireworks display. This item has been tabled twice, the last being at the January 11, 2021 meeting. Discussion held.

Commissioner Nichol moved to approve the contract with Stellar Fireworks LLC for the 2021 4th of July celebration, at a cost of \$7,500. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding accepting a bid for demolition work from four different companies for four planned demolition projects within the City of Neodesha. Discussion held.

Commissioner Nichol moved to accept the demolition bid from R&S Construction at a bid price of \$14,000. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of a termination letter for the farm lease at West Granby Business Park. Discussion held.

Commissioner Nichol moved to approve the termination letter for the West Granby Business Park Farm Lease, and authorize the City Administrator to sign. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of a termination letter for the oil Operating Agreement, with CTR247, at West Granby Business Park. Discussion held.

Commissioner Nichol moved to approve the termination letter for the West Granby Business Park oil Operating Agreement, and authorize the City Administrator to sign. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the consideration of accepting the donation of property located at 405 Main Street.

Commissioner Nichol moved to convene as the Neodesha Land Bank to consider accepting the donation of property located at 405 Main Street. Seconded by Mayor Johnson. Motion carried. Discussion held.

Commissioner Nichol moved to approve the donation of property located at 405 Main Street. Seconded by Mayor Johnson. Motion carried.

Mayor Johnson moved to adjourn as the Neodesha Land Bank. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of electric transformer equipment from T&R Electric. Discussion held.

(continued to next page)

Neodesha, Kansas
January 27, 2021
(continued from previous page)

Commissioner Nichol moved to approve the purchase of electric transformers from T&R Electric, at a cost of \$53,171. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of additional electric meters from Border States. The meters are required for the City's conversion to automated metering equipment. Discussion held.

Commissioner Nichol moved to approve the purchase of electric meters from Border States, at a cost of \$79,059.22. Seconded by Mayor Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of gas modules, in support of the automated metering conversion project. Discussion held.

Commissioner Nichol moved to approve the purchase of gas modules from Border States, at a cost of \$103,500. Seconded by Mayor Johnson. Motion carried.

Commissioner Nichol moved to recess to an Executive Session including the Governing Body, City Administrator, Public Works Director Brent Wheeler and City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 4:05 p.m. Seconded by Mayor Johnson. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceasing.

At 4:05 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken. The live streamed Zoom meeting then resumed with audio, video and recording.

The next regular meeting of the Governing Body will be held in the Commission Room at City Hall on Wednesday, February 10, 2021 at 2:00 p.m., practicing social distancing and conducting the meeting by live streaming with Zoom.

At 4:07 p.m. Commissioner Nichol moved to adjourn. Seconded by Mayor Johnson. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 2****2/10/2021**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
CALEB BERGER	DUMBBELL SET	100.00	68343	2/10/2021
BLESSED BLOSSOMS	SYMPATHY PLANT	50.00	68344	2/10/2021
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	254.52	68345	2/10/2021
CHASE PEST CONTROL LLC	EXTERMINATOR SERVICE	400.00	68346	2/10/2021
CORE & MAIN	SUPPLIES	1,448.90	68347	2/10/2021
CULLIGAN OF INDEPENDENCE	FEBRUARY WATER SERVICE	262.95	68348	2/10/2021
D & D AUTO REPAIR & ALIGNMENT	VEHICLE MAINTENANCE	85.90	68349	2/10/2021
FED EX	SHIPPING CHARGES	101.64	68350	2/10/2021
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALLS	1,188.46	68351	2/10/2021
FREDONIA OUTDOOR EQUIPMENT	EQUIPMENT MAINTENANCE	24.45	68352	2/10/2021
GALLS LLC	UNIFORMS	7.00	68353	2/10/2021
GERKEN RENT-ALL	SANITATION UNITS	345.60	68354	2/10/2021
HACH COMPANY	LAB SUPPLIES	4,611.69	68355	2/10/2021
HAWKINS INC	CHEMICALS	6,556.41	68356	2/10/2021
HUBER & ASSOCIATES INC	ENTERPOL LIC/OS MAINT/KLER	4,934.00	68357	2/10/2021
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	738.64	68358	2/10/2021
INDEPENDENCE DAILY REPORTER	CLASSIFIED ADS-FD	408.75	68359	2/10/2021
INDUSTRIAL SALES COMPANY INC	BLACK IRON PLUG	95.15	68360	2/10/2021
KANSAS ONE-CALL SYSTEM, INC	JANUARY LOCATES	129.60	68361	2/10/2021
KANSAS STATE FIREFIGHTERS ASSN	2021 ANNUAL DEPT DUES	50.00	68362	2/10/2021
LAKELAND OFFICE SYSTEMS	COPIER MAINTENANCE	104.94	68363	2/10/2021
LANDIS+GYR TECHNOLOGY INC	AUTOMATED METERING	950.00	68364	2/10/2021
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	563.36	68365	2/10/2021
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,774.32	68366	2/10/2021
MIDWEST COMPUTER SALES	ONLINE BACKUP SOLUTION	194.95	68367	2/10/2021
MIDWEST FERTILIZER INC	PROPANE	594.87	68368	2/10/2021
MUNICIPAL CODE CORPORATION	SUPPLEMENT PAGES	1,236.88	68369	2/10/2021
NEODESHA AUTO SUPPLY	ELECTRIC JACK	1,052.60	68371	2/10/2021
NEODESHA DERRICK	PUBLICATIONS	690.00	68372	2/10/2021

SANDRA NOEL	UTILITY REFUND	105.02	68373	2/10/2021
OMEGA RAIL MANAGEMENT INC	WW PIPELINE LEASE	1,095.83	68374	2/10/2021
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	1,179.20	68375	2/10/2021
PORTER DRUG STORE	MEDICATION	117.48	68376	2/10/2021
PRAIRIE FIRE COFFEE	COFFEE SERVICE	163.61	68377	2/10/2021
PRECISION DELTA CORPORATION	AMMUNITION	625.65	68378	2/10/2021
QUALITY MOTORS	MOULDING	99.33	68379	2/10/2021
QUILL CORPORATION	INK CARTRIDGES	182.58	68380	2/10/2021
S & W HEALTHCARE CORPORATION	FOAM GEL ELECTRODES	114.28	68381	2/10/2021
DONNA SANDBOTHE	CIVIC CENTER DEPOSIT REFUND	200.00	68382	2/10/2021
SCHULTE SUPPLY INC	WATER METER/PRY BAR	539.95	68383	2/10/2021
SEK COOP INC	PROPANE	986.08	68384	2/10/2021
SEK GARAGE DOORS	GARAGE DOOR REPAIR-CH	328.00	68385	2/10/2021
SOCKET TELECOMM LLC	PHONE CHARGES	251.86	68386	2/10/2021
STANION WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	1,016.76	68387	2/10/2021
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	86.28	68388	2/10/2021
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	225.35	68389	2/10/2021
US CELLULAR	CELL PHONE CHARGES	351.28	68390	2/10/2021
EVERGY	AIRPORT/RUNWAY LIGHTS	198.68	68391	2/10/2021
WESTERN AUTO	KEYS/BULBS/SUPPLIES	41.24	68392	2/10/2021
WILSON COUNTY CITIZEN	CLASSIFIED AD-FIRE CHIEF	82.50	68393	2/10/2021
WILSON MEDICAL CENTER	JANUARY TAX DISTRIBUTION	27,323.99	68394	2/10/2021
WOODS LUMBER COMPANY	SUPPLIES	404.04	68395	2/10/2021

****TOTAL****

65,674.57

RAW WATER PROJECT BOND
APPROPRIATION 86
February 10, 2021

Vendor	Invoice No	Check No	Amount	Description
Maguire Iron Inc	PR 4	1228	144,970.00	Construction
PEC Engineering	523608	1229	1,600.00	Engineering
PEC Engineering	523609	1229	2,600.48	Engineering
PEC Engineering	523610	1229	4,015.41	Engineering
GRAND TOTAL			<u>153,185.89</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Contractor's Application for Payment No.

4

Application Period: 01/01/2021 - 01/31/2021		Application Date: 1/31/2021
To (Owner): City of Neodesha, KS	From (Contractor): Maguire Iron, Inc.	Via (Engineer): Professional Engineering Consultants
Project: New 200,000 Gallon Elevated Water Storage Tank	Contract:	
Owner's Contract No.: N/A	Contractor's Project No.: N/A	Engineer's Project No.: 35-180004-012-2005

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 1,171,000.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 1,171,000.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 562,945.00
			5. RETAINAGE:	
			a. 5% X \$622,945.00 Work Completed.....	\$ 31,147.25
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 31,147.25
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 591,797.75
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 446,827.75
			8. AMOUNT DUE THIS APPLICATION.....	\$ 144,970.00
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 579,202.25
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

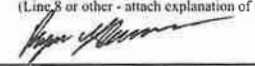
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor Signature

By:  Date: 1/31/2021

Payment of: \$ 144,970.00
(Line 8 or other - attach explanation of the other amount)

is recommended by:  2/1/2021
(Engineer) (Date)

Payment of: \$ 144,970.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

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

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): New 200,000 Gallon Elevated Water Storage Tank				Application Number: 4				
Application Period: 01/01/2021 - 01/31/2021				Application Date: 1/31/2021				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Item No.	Description	Scheduled Value (\$)	From Previous Application (C-D)	This Period				
1	200,000 Gallon EST							
1.1	Design Drawings, Insurance, Bonds	\$75,000.00	\$75,000.00			\$75,000.00	100.0%	
1.2	Foundation	\$194,000.00	\$194,000.00			\$194,000.00	100.0%	
1.3	Steel Receipt	\$79,000.00	\$79,000.00			\$79,000.00	100.0%	
1.4	Shop Fabrication	\$268,250.00	\$115,650.00	\$152,600.00		\$268,250.00	100.0%	
1.5	Shop Preparation and Painting	\$15,000.00						\$15,000.00
1.6	Steel Delivery	\$15,000.00						\$15,000.00
1.7	EST Erection	\$143,000.00						\$143,000.00
1.8	Field Painting	\$80,000.00						\$80,000.00
1.9	Electrical	\$51,000.00	\$6,695.00			\$6,695.00	13.1%	\$44,305.00
2	Little Bear Tank Rehab	\$190,000.00						\$190,000.00
3	Concrete Pavement	\$7,150.00						\$7,150.00
4	Fencing	\$6,600.00						\$6,600.00
5	Erosion Control	\$500.00						\$500.00
6	Site Clearing and Restoration	\$1,500.00						\$1,500.00
7	Demolition	\$40,000.00						\$40,000.00
A2	Water Tower Logo	\$5,000.00						\$5,000.00
	Totals	\$1,171,000.00	\$470,345.00	\$152,600.00		\$622,945.00		\$548,055.00

Invoice

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



February 1, 2021
Project No: 180004-002
Invoice No: 523608

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

Professional Services through December 26, 2020

Level 1 02 Final Design

Fee

Total Fee 8,000.00

Percent Complete

40.00 Total Earned 3,200.00
Previous Fee Billing 1,600.00
Current Fee Billing 1,600.00

Total Fee 1,600.00

Total this Level 1 \$1,600.00

Total Current Invoice \$1,600.00

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

Total Due includes Current and Outstanding invoices.

Payment Terms are Net 30 days

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

Invoice

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



February 1, 2021
Project No: 180004-011
Invoice No: 523609

Project 180004-011 Neodesha Hospital SS & LS
Neodesha, KS

Professional Services through December 26, 2020

Level 1 04 Construction Admin
Fee

Total Fee	4,510.00		
Percent Complete	50.00	Total Earned	2,255.00
		Previous Fee Billing	676.50
		Current Fee Billing	1,578.50
		Total Fee	1,578.50

Reimbursable Expenses

Travel & Subsistence - Reimbursable			
12/2/2020	EAN Services, LLC	Gage Scheer to Neodesha	35.85
12/15/2020	EAN Services, LLC	Gage Scheer to Neodesha	49.95
	Total Reimbursables		85.80

Total this Level 1 \$1,664.30

Level 1 07 RPR Services Muni

Professional Personnel

	Hours	Rate	Amount
Project Engineer 4	7.00	130.00	910.00
Totals	7.00		910.00
Total Labor			910.00

Reimbursable Expenses

Meals - Reimbursable	26.18
Total Reimbursables	26.18

Billing Limits

	Current	Prior	To-Date
Total Billings	936.18	0.00	936.18
Limit			15,500.00
Remaining			14,563.82

Total this Level 1 \$936.18

Total Current Invoice \$2,600.48

Project	180004-011	Neodesha Hospital SS & LS	Invoice	523609
---------	------------	---------------------------	---------	--------

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

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 FAX 316-262-3003 www.pac1.com

Remit to PO Box 92, Wichita KS 67201

Page 2

Invoice

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



February 1, 2021
Project No: 180004-012
Invoice No: 523610

Project 180004-012 Neodesha 200k Gallon CBD Water Tower
Neodesha, KS

Professional Services through December 26, 2020

Level 1 04 Construction Admin

Fee

Total Fee	6,000.00		
Percent Complete	60.00	Total Earned	3,600.00
		Previous Fee Billing	3,600.00
		Current Fee Billing	0.00
		Total Fee	0.00

Reimbursable Expenses

Travel & Subsistence - Reimbursable			
12/2/2020	EAN Services, LLC	Gage Scheer to Neodesha	35.86
	Total Reimbursables		35.86
		Total this Level 1	\$35.86

Level 1 07 RPR Services Testing

Professional Personnel

	Hours	Rate	Amount
Project Engineer	1.50	115.00	172.50
Project Manager	6.75	135.00	911.25
Laboratory Supervisor/Manager	.50	100.00	50.00
Engineering Technician	29.00	65.00	1,885.00
Engineering Technician	.25	65.00	16.25
Engineering Technician	2.00	65.00	130.00
Totals	40.00		3,165.00
Total Labor			3,165.00

Truck Mileage	1,007.0 Miles @ 0.65	654.55
Compression Test of Cylinders, ASTM C-39		
11/5/2020	WorkOrderID: PEC-W28113 Date: 11/05/2020	5.0 Each @ 12.00 60.00
11/9/2020	WorkOrderID: PEC-W28142 Date: 11/09/2020	5.0 Each @ 12.00 60.00

303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 FAX 316-262-3003 www.pec1.com

Remit to PO Box 92, Wichita KS 67201

Project	180004-012	Neodesha 200k Gallon CBD Water Tower	Invoice	523610
---------	------------	--------------------------------------	---------	--------

Concrete Testing Equipment

11/5/2020	WorkOrderID: PEC-W28113 Date: 11/05/2020	1.0 Each @ 10.00	10.00	
11/9/2020	WorkOrderID: PEC-W28142 Date: 11/09/2020	1.0 Each @ 10.00	10.00	
11/13/2020	WorkOrderID: PEC-W28207 Date: 11/13/2020	2.0 Each @ 10.00	20.00	
			814.55	814.55

Billing Limits

	Current	Prior	To-Date
Total Billings	3,979.55	0.00	3,979.55
Limit			6,715.00
Remaining			2,735.45

Total this Level 1 \$3,979.55

Total Current Invoice \$4,015.41

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

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

CDBG/USDA GAS LINE GRANT
APPROPRIATION 23
February 10, 2021

Vendor	Invoice No	Check No	Amount	Description
NPL Construction Co	PR 8	1126	84,837.51	Construction
PEC Engineering	523607	1127	21,631.50	Engineering
GRAND TOTAL			<u>106,469.01</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk



Contractor's Application for Payment No.

8

Application Period: 12/28/2020-01/21/2021		Application Date: 2/1/2021	
To (Owner): City of Neodesha	From (Contractor): NPL Construction Co.	Via (Engineer): Professional Engineering Consultants, P.A.	
Project: Neodesha Gas Distribution System Improvements	Contract:		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 35-171291-000-2005	

Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
		-\$51,165.27	
TOTALS		-\$51,165.27	
NET CHANGE BY CHANGE ORDERS		\$51,165.27	

1. ORIGINAL CONTRACT PRICE.....	\$ \$1,699,401.00
2. Net change by Change Orders.....	\$ -\$51,165.27
3. Current Contract Price (Line 1 ± 2).....	\$ \$1,648,235.73
4. TOTAL COMPLETED AND STORED TO DATE	
(Column F total on Progress Estimates).....	\$ \$1,370,169.20
5. RETAINAGE:	
a. 5% X \$1,370,169.20 Work Completed.....	\$ \$68,508.46
b. 5% X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$68,508.46
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$1,301,660.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$1,216,823.23
8. AMOUNT DUE THIS APPLICATION.....	\$ \$84,837.51
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G total on Progress Estimates + Line 5.c above).....	\$ \$346,574.99

Contractor's Certification

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

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

Contractor Signature

By: Tina Chubey Date: 2-1-21

Payment of: \$ 84,837.51
(Line 8 or other - attach explanation of the other amount)

is recommended by: Tina Kayman 02/08/2021
(Engineer) (Date)

Payment of: \$ \$ 84,837.51
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

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

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.
Page 2 of 2

Invoice

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



February 1, 2021
Project No: 171291-007
Invoice No: 523607

Project 171291-007 Neodesha Gas Distribution System RPR Services
Neodesha, KS

Professional Services through December 26, 2020**Consultants**

Consultants - Reimbursable

12/16/2020	T/J Inspection, Inc.	Invoice P128	4,275.00	
12/17/2020	T/J Inspection, Inc.	Invoice P127R	3,420.00	
12/28/2020	T/J Inspection, Inc.	Invoice P129	4,275.00	
1/8/2021	T/J Inspection, Inc.	Invoice P131	3,420.00	
1/8/2021	T/J Inspection, Inc.	Invoice P130	4,275.00	
Total Consultants			1.1 times	19,665.00 21,631.50

Billing Limits

	Current	Prior	To-Date
Total Billings	21,631.50	130,501.32	152,132.82
Limit			171,300.00
Remaining			19,167.18

Total Current Invoice \$21,631.50

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

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF NEODESHA, KANSAS
HELD ON FEBRUARY 10, 2021**

The governing body met in regular session at the usual meeting place in the City, at 2:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE
CONSTRUCTION OF A NEW POLICE STATION BUILDING IN THE CITY OF
NEODESHA, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS
THEREOF.**

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____

Nay: _____

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 21-04 and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Neodesha, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 21-04

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CONSTRUCTION OF A NEW POLICE STATION BUILDING IN THE CITY OF NEODESHA, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 12-1736 *et seq.* (the “Act”) provides, in part, that any city in the State of Kansas may erect or construct, acquire a public building or buildings and procure any necessary site therefor and may alter, repair, reconstruct, remodel, replace or make additions to, furnish and equip a public building or buildings; and

WHEREAS, K.S.A. 12-1737 provides, in part, that the governing body of any city may, for the purposes of financing the costs associated with the foregoing, issue general obligation bonds of the City; and

WHEREAS, the City Commission (the “Governing Body”) of the City of Neodesha, Kansas (the “City”) has considered the need for the construction of a public building in the City for use as a police station (the “Project”); and

WHEREAS, the Project does not constitute a city office, public library, auditorium or community or recreational building within the meaning of the Act and no election is required to authorize the issuance of general obligation bonds and/or temporary notes to finance the costs of the Project; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to authorize and provide for the construction the Project, a public building in the City, and to provide for the payment of the costs thereof without the necessity of an election, all as provided by the Act.

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

Section 1. Project Authorization. The construction of the Project, a public building in the City, shall be made under the provisions of the Act in accordance with plans and specifications to be approved by the Governing Body and placed on file with the City Clerk.

Section 2. Bond Authorization. The estimated costs of the Project are in the amount of \$600,000. All or a portion of costs of the Project, interest on interim financing and associated financing costs shall be payable from the proceeds of general obligation bonds and/or temporary notes of the City issued under authority of the Act (collectively, the “Bonds”).

Section 3. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas, on February 10, 2021.

(Seal)

ATTEST:

Mayor

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 21-04 of the City of Neodesha, Kansas adopted by the governing body on February 10, 2021 as the same appears of record in my office.

DATED: February 10, 2021.

Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF NEODESHA, KANSAS
HELD ON FEBRUARY 10, 2021**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the city at 2:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Temporary Notes, Series 2021-1, came on for consideration and was discussed.

Commissioner _____ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION TEMPORARY NOTES, SERIES 2021-1, OF THE CITY OF
NEODESHA, KANSAS.**

Commissioner _____ seconded the motion to adopt the Resolution. The Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____

Nay: _____

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. 21-05.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Neodesha, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 21-05

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2021-1, OF THE CITY OF NEODESHA, KANSAS.

WHEREAS, the City of Neodesha, Kansas (the “Issuer”), has previously authorized certain improvements described as follows (the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Public Building Improvements – Police Station	21-05	12-1736 <i>et seq.</i>	\$600,000

WHEREAS, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer; and

WHEREAS, the Governing Body has selected the firm of Stifel Nicolaus & Company, Incorporated, Kansas City, Missouri (the “Municipal Advisor”), as municipal advisor for one or more series of temporary notes of the Issuer to be issued in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor, in conjunction with the City Manager, Clerk, and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), to proceed with the solicitation of proposals for the purchase of said general temporary notes and related activities.

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

Section 1. The Municipal Advisor, in conjunction with the City Manager, Clerk, and Bond Counsel, is hereby authorized to proceed with the solicitation of proposals for the purchase of the Issuer’s General Temporary Notes, Series 2021-1 (the “Notes”). The Notes shall be sold, subject to the approving opinion of Bond Counsel, on a negotiated basis to a purchaser (the “Purchaser”) to be designated by the Mayor, in consultation with the Municipal Advisor, after evaluating proposals submitted by prospective purchasers of the Notes.

The confirmation of the sale of the Notes shall be subject to the execution of a bond purchase agreement between the Purchaser and the Issuer (the “Note Purchase Agreement”) in a form approved by Bond Counsel and the Issuer’s legal counsel, the adoption of a resolution by the Governing Body authorizing the issuance of the Notes and the execution of various documents necessary to deliver the Notes.

Section 2. The Mayor, and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes; including the execution of a Financial Advisor Agreement between the Issuer and the Municipal Advisor is substantially the form attached hereto.

The transactions described in this Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Commission on February 10, 2021.

(SEAL)

ATTEST:

Mayor

Clerk

Date of Issuance: 01/28/2021

Effective Date: 04/07/2020

Owner: City of Neodesha

Owner's Contract No.:

Contractor: NPL Construction Co.

Contractor's Project No.:

Engineer: Professional Engineering Consultants, P.A.

Engineer's Project No.: 35-171291-000-2005

Project: Neodesha Gas Distribution System Improvements

Contract Name:

The Contract is modified as follows upon execution of this Change Order: Contract price increase of \$45,890.95.

Description: Contract price increase of \$2,361.00 for moving and rebuilding school meter set. Contract price increase of \$8,309.80 for additional work on Regulator Stations. Contract price increase of \$35,220.15 for pipe and valve quantity changes (see attached Quantity Summary).

Attachments: Change Order 3 Quantity Summary, School Meter Set and Regulator Station Cost Summaries

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,699,401.00</u>	Original Contract Times: Substantial Completion: <u>240</u> Ready for Final Payment: <u>270</u> days
Decrease from previously approved Change Order No. 1: \$ <u>-51,165.27</u>	Increase from previously approved Change Order No. 2: Substantial Completion: <u>42</u> Ready for Final Payment: <u>42</u> days
Contract Price prior to this Change Order: \$ <u>1,648,235.73</u>	Contract Times prior to this Change Order: Substantial Completion: <u>282</u> Ready for Final Payment: <u>312</u> days
Increase of this Change Order: \$ <u>45,890.95</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,694,126.68</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>282</u> Ready for Final Payment: <u>312</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Teresa Kaufman</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Superintendent</u>	Title: _____	Title: _____	Title: _____
Date: <u>02/01/2021</u>	Date: _____	Date: <u>1-28-21</u>	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



1120 HWY US Highway 24
Tappan, KS 66608
Office 785.232.0034
Fax 785.232.9200
www.GoNPL.com

Customer Name -

CITY OF
NEODESHA

Job # -

191

Customer Work Order # -

Two Rivers. No Limits

Phase # -

365

Invoice Location

City of Neodesha

Foreman Name -

J. Farmer

DPR date	Contract Code	units	Price/unit	Value
	Neodesha Gas			
				0.00
11th and Main	WELDER w/ Truck	6	\$ 130.00	780.00
	WELDERS HELPER	6	\$ 62.24	373.44
	4" Valve	1	\$ 519.35	519.35
	4" flanges	6	\$ 24.60	147.60
	2" flanges	2	\$ 17.23	34.46
	Weld-o-lets	6	\$ 7.50	45.00
	needle valves	2	\$ 50.11	100.22
	3 Man Crew with crew truck and tools	3	\$ 310.00	930.00
				0.00
11th and Elm	WELDER w/ Truck	8	\$ 130.00	1,040.00
	WELDERS HELPER	8	\$ 62.24	497.92
	4" Valve	2	\$ 519.35	1,038.70
	4" flanges	9	\$ 24.60	221.40
	4" Tee and 90deg bend	1	\$ 102.35	102.35
	2" flanges	2	\$ 17.23	34.46
	Weld-o-lets	6	\$ 7.50	45.00
	needle valves	2	\$ 50.11	100.22
	3 Man Crew with crew truck and tools	4	\$ 310.00	1,240.00
				0.00
4th and Railroad	WELDER w/ Truck	2	\$ 130.00	260.00
	WELDERS HELPER	0	\$ 62.24	0.00
	2" flanges	2	\$ 17.23	34.46
	Weld-o-lets	6	\$ 7.50	45.00
	needle valves	2	\$ 50.11	100.22
	3 Man Crew with crew truck and tools	2	\$ 310.00	620.00
				0.00
				0.00
				0.00

CIRCLE ONE

Take UNBILLED

BILLOUT

TOTAL \$ 8,309.80

9/8/2020

Superintendent's Signature

Jesse Chamley



CITY OF
NEEDS

Job # - 191

Two Rivers. No Limits

Phase # - 365

Invoice Location City of Neodesha

Foreman Name - J. Farmer

[illegible]

Take UNBILLED

BILLOUT

TOTAL	\$ 2,361.00
--------------	--------------------

9/8/2020

Superintendent's Signature

Jesse Chamley

Change Order 3 Quantity Summary

Item	Units	Contract Quantity (As-Bid/Change Order 1)	As-Bid Unit Cost	Contract Item Subtotal	Adjusted Quantity	Adjusted Item Subtotal	Quantity Changed	Change Order Subtotal
6" Pipe	LF	9,021	\$39.95	\$360,388.95	9,733	\$388,833.35	712	\$28,444.40
4" Pipe	LF	14,492	\$28.25	\$409,399.00	14,747	\$416,602.75	255	\$7,203.75
3" Pipe	LF	36	\$23.00	\$828.00	0	\$0.00	-36	-\$828.00
6" Valve	EACH	32	\$925.00	\$29,600.00	34	\$31,450.00	2	\$1,850.00
4" Valve	EACH	56	\$825.00	\$46,200.00	56	\$46,200.00	0	\$0.00
3" Valve	EACH	2	\$725.00	\$1,450.00	0	\$0.00	-2	-\$1,450.00
Change Order Total								\$35,220.15

Notes:

- 6" pipe and 6" valves were installed along Tank avenue (Line 29) in lieu of the 4" pipe and 4" valves as shown on the plans.
- Additional 4" pipe installed along 11th Street to connect to Cobalt service line.
- In lieu of the 3" pipe and 3" valves shown on Line No. 38 at Sta. 2+78.49 & Sta. 6+51.20, 4" pipe and 4" valves were installed.

INCUBATOR BUILDING LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 10th day of February, 2021 by and between the CITY OF NEODESHA, KANSAS, a municipal corporation, located in Wilson County, Kansas, hereinafter called "Lessor"; and **NEODESHA PLASTICS INC, PO Box 539, Neodesha, KS 66757**; hereinafter called "Lessee".

RECITALS

1. Lessor is the sole owner of the premises described below and desires to lease a proportion of the premises to Lessee.
2. Lessee desires to lease a proportion of the premises for the purposes of conducting a light manufacturing business.
3. The parties desire to enter into a written lease agreement to define their rights, duties and liabilities so as to avoid future disputes and difficulties.

NOW, THEREFORE, in consideration of the recitals and the mutual terms covenants, conditions, and promises herein contained the parties do hereby agree as follows:

1. **Leased Premises.** Lessor hereby leases the City's Incubator Building located at 117 S 4th Street, Neodesha, Kansas ("Incubator") to Lessee in the condition it is in "as is". The space to be occupied or used by Lessee is hereinafter referred to as the "leased premises" and is described on the plat attached hereto.
2. **Term and Rent.** Lessor lets and demises the leased premises for a term of one (1) year commencing February 10, 2021 and terminating on February 1, 2022 for rental payable on the first day of each month for that month's rental during the term of this lease. All rental payments shall be made to Lessor and mailed or delivered to the City Clerk, P O Box 336, Neodesha, Kansas 66757. Rent shall be \$_____ per month, and payable beginning March 1, 2021. At the end of the term, this Lease Agreement shall expire unless additional time is approved in writing by the City Commission. Lessee may terminate this lease at any time with sixty (60) days notice to Lessor. Lessor may terminate this lease at any time with ninety (90) days notice to Lessee, in addition to the grounds of Default listed in numbered paragraph 10 hereof.
3. **Repairs and Alterations by Lessor.** Lessor shall at all times have the right to make such alterations, repairs, or improvements on the leased premises as Lessor shall deem fit and proper without any liability to Lessee therefor in any event or for any cause. Lessee shall not improve or alter the leased premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit written plans and designs therefor to Lessor for Lessor's approval. In the event the plans are disapproved such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the leased premises by Lessee upon expiration or sooner termination of this lease shall belong to Lessor without compensation to Lessee.

4. **Repairs and Alterations of Lessee.** Lessee shall at all times during the lease and at Lessee's own cost and expense repair, replace, and maintain in a good, safe and substantial condition the interior of the leased premises and any improvements, additions, and alterations thereto and shall use all reasonable precautions to prevent waste, damage, or injury to the leased premises. Upon the expiration of this lease or sooner termination Lessee shall redeliver the leased premises to Lessor in the same or better condition as on the initial date of this lease agreement, reasonable wear and tear excepted and shall be liable to Lessor for any damages. Lessor shall be responsible for maintenance and repair of the exterior roof and walls, heating and air condition system, plumbing and common areas of the Incubator and leased premises. Lessee shall give Lessor notice of any failure to perform such maintenance and repair obligation and Lessor shall have 30 days to remedy any such problem. Lessee shall be responsible to Lessor for any damages caused to the Incubator by the acts or omissions of Lessee or any invitee of Lessee.
5. **Taxes.** Lessor shall be responsible for payment of all ad valorem taxes assessed against the real property, if any, comprising the leased premises and Lessee shall be responsible to pay for all ad valorem taxes relating to personal property placed on or in the leased premises by Lessee.
6. **Utilities.** Lessee shall be responsible for all utilities for the leased premises.
7. **Liability Insurance.** Lessor shall acquire and maintain at Lessor's own expense a fire and casualty policy on the building. Lessee shall keep and maintain such fire and other casualty insurance as Lessee deems appropriate to protect Lessee's interest in leased premises and Lessee's property. Lessee at its own expense, agrees to maintain and keep in force for the mutual benefit of Lessor and Lessee, respectively, general public liability insurance against claims for personal injury, death, or property damage occurring in, on, or about the leased premises to afford protection to the limit of not less than \$1,000,000 in respect to injury to or death of any one person, and to the limit of not less than \$1,000,000 in respect to any one occurrence, and to the limit of \$1,000,000 in respect to property damage. Lessee agrees to deliver to Lessor certificates of said insurance policies and of renewals thereof from time to time during the term of this Lease. Such policies may be in the form of umbrella policies which cover properties in addition to the leased premises. The Lessor shall be named an additional insured and such insurance may not be cancelled without thirty (30) days prior notice to Lessor.
8. **Use of Leased Premises.** Lessee shall neither use nor occupy the leased premises or any part thereof for any unlawful, disreputable, or hazardous business purpose nor operate or conduct Lessee's business in a manner constituting a nuisance of any kind. Lessee's use and occupancy of the leased premises will comply with all Federal, State and Local laws.
9. **Indemnification.** Lessee shall indemnify and hold Lessor harmless against all expenses, liabilities, and claims of any kind whatsoever including reasonable attorney fees, by or on behalf of any person or entity arising out of failure of Lessee to perform any of the terms or conditions of this lease, any injury or damage happening on or about the leased premises, failure to comply with any law of any government authority, or mechanics lien or security interest filed against the leased premises or equipment, materials or alterations of buildings or improvements thereon. Lessor shall indemnify and hold Lessee harmless against all expenses,

liabilities, and claims of any kind whatsoever including reasonable attorney fees, by or on behalf of any person or entity arising out of failure of Lessor to perform any of the terms or conditions of this lease, any injury or damage happening on or about the leased premises, failure to comply with any law of any government authority, or mechanics lien or security interest filed against the leased premises or equipment, materials or alterations of buildings or improvements thereon.

10. **Default.** Each of the following events shall constitute a default or breach of this lease by Lessee:

- a. The filing of a voluntary or involuntary petition in bankruptcy by or against Lessee.
- b. Failure by Lessee to pay Lessor any rent when the rent becomes due and shall not make the payment within ten days after written notice thereof by Lessor to Lessee.
- c. Lessee shall fail to perform or comply with any of the terms or conditions of this lease and such non-performance shall continue for a period of ten (10) days after written notice thereof by Lessor to Lessee.

In the event of such default the rights of Lessor shall be as follows:

- d. Lessor shall have the right to cancel and terminate this lease as well as all the right title and interest of Lessee hereunder by giving Lessee ten (10) days written notice of Lessor's intent to affect such termination.
 - e. Lessor may re-enter the leased premises and may relet the same and any part thereof for any term, without terminating the lease, at the rent and on the terms Lessor may choose. In the event of such repossession by Lessor, Lessee shall remain liable to Lessor for any damages caused by the breach of the lease including but limited to all expenses of reletting, all expenses for necessary alterations and repairs for a new tenant, and for the difference between the rent received by the Lessor under the new lease agreement and the rent installments that are due for the same under this lease. Repossession and reletting of the leased premises by Lessor shall not be construed or interpreted to relieve Lessee of any of Lessee's duties and obligations under and pursuant to this lease agreement.
11. **Partial Destruction.** In the event of a partial destruction of the premises during the term of this lease, Lessor shall forthwith repair the same provided that the repairs can be made within sixty days. Any partial destruction shall neither annul nor void this lease except Lessee shall be entitled to a proportionate reduction of rent while repairs are being made based on the extent the repairs shall interfere with the business carried on by Lessee. If the repairs cannot be made within the sixty day period, Lessor may at Lessor's option make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately abated as previously set forth. In the event Lessor does not elect to make repairs that cannot be made in such specified time this lease may be terminated at the option of either Lessor or Lessee and such a termination shall act as a mutual release by Lessor and Lessee of any further rights under this lease.

12. **Subordination to Mortgage.** This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter effect the leased premises or any part thereof and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to Lessor without expense to Lessee any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages.
13. **Inspection.** Lessee shall permit Lessor or Lessor's agent to enter the leased premises at all reasonable hours to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease and also to show the premises to prospective buyers or renters.
14. **Possession.** Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the leased premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein and otherwise fully and punctually performs the terms and conditions imposed on Lessee by this lease.
15. **Warranties Disclaimed.** At the commencement of the term of this lease, Lessee shall accept the leased premises and any improvements therein in their existing condition and state of repair and Lessee agrees that no representations, statements, or warranties expressed or implied have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this lease.
16. **Compliance with Law.** Lessee's use of the leased premises and conduct of Lessee's business shall be done in compliance with applicable federal, state and local law. Lessee agrees that in Lessee's employment and business activities that it will not discriminate against any one based on race, color, national origin, religion, sex, marital status, age, or physical or mental handicap.
17. **Signs.** Lessee shall place no signs on the leased premises without Lessor's written consent.
18. **Assignment and Subleasing.** This lease shall not be assigned or sublet by Lessee without the prior written consent of Lessor and whether to grant said consent shall be at the sole and independent discretion of Lessor. Any such consent may be on such terms and conditions as Lessor in Lessor's sole discretion shall deem appropriate.
19. **Non-Smoking Building.** The Lessee acknowledges that this is a non-smoking building and no smoking will be allowed on the leased premises.
20. **Surrender at Termination.** On the termination of this lease agreement or an earlier termination and forfeiture of the lease, Lessee shall peaceably and quietly surrender and deliver possession of the premises to Lessor.
21. **Entire Agreement.** This lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, executors, administrators, successors, and assigns of both the parties provided

however the rights of assignment and subletting by Lessee are subject to the previous provisions herein set forth.

22. **Time is of the Essence.** Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed the day and year first herein stated.

Landlord:
CITY OF NEODESHA, KANSAS

Tenant:
NEODESHA PLASTICS INC

Devin Johnson, Mayor

Signature

ATTEST:

(Printed Name and Title)

Stephanie Fyfe, City Clerk

Witness



Please join us for a
RETIREMENT CELEBRATION HONORING
Fire Chief Duane Banzet

Wednesday, February 10, 2021, 4:00 p.m.

City Hall in the Great Room

Another Retirement Celebration honoring
Chief Banzet given by his crew will be held

Friday, February 12, 2021 at 2:00 p.m. at the Fire Department

28+ Years of Service

- * Hundreds of Fires * Thousands of EMS Runs * Numerous Reports Written *
- * Many Equipment Inspections * A Few Natural Disasters * One BIG Explosion *
- * So Many People's Lives Saved Forever *
- * A Leader, a Mentor, a Friend *

Thank You Fire Chief Banzet

~ Retired 2021 ~