

# Agenda

City Commission of the City of Neodesha, KS

March 13, 2019 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

## 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 the February 27, 2019 Commission minutes
- Appropriation (2019) 04
- Raw Water Project Bond Appropriation 50

## Item 4: Business Items to Consider

- A. Adopt CDBG Civil Rights/Fair Housing Policy
- B. Approve Raw Water Intake Change Order #1
- C. Approve Memorandum of Understanding with Westar for Solar Project

## Item 5: Date/Time of Next Regular Meeting

- Wednesday, March 27, 2019, 2:00 p.m. – Regular Meeting, City Hall

## Item 6: Executive Session:

## Item 7: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**March 13, 2019**

**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 ADOPT CDBG CIVIL RIGHTS/FAIR HOUSING POLICY**

In order for the City to be in compliance with CDBG on our gas project grant we are required to do a civil rights project. In order to meet this requirement the Commission will be approving a Fair Housing Policy which will then be posted at the Neodesha Housing Authority.

**RECOMMENDED MOTION:** *I move to adopt the CDBG Civil Rights/Fair Housing Policy as presented.*

**4.B Approve Raw Water Intake Change Order #1**

This Change Order is to address changes needed on the City's Raw Water Intake Project. Some of the changes were directly requested by City staff and others came about due to the depth of the river and lack of rock base for the coffer dam.

**RECOMMENDED MOTION:** *I move to approve Change Order #1 with Crossland Heavy Contractors in the amount of \$12,494.07.*

**4.C Approve Memorandum of Understanding with Westar for Solar Project**

Per the presentation made by Scott Shreve, the City's Utility Consultant, and David Shupe from Westar at the last Commission meeting, the Commission is asked to approve the MOU with Westar to begin researching the feasibility for a solar project in Neodesha.

**RECOMMENDED MOTION:** *I move to approve the Memorandum of Understanding with Westar Energy as presented.*

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, February 27, 2019 with Mayor Harper presiding and Commissioners Moffatt and Johnson present.

Commissioner Moffatt moved to approve the agenda with the addition of item 4D, Presentation by KWIKOM; Item 4M, Approval to purchase swimming pool equipment; and Item 7, an Executive Session for Acquisition of Real Estate. Seconded by Commissioner Johnson. Motion carried.

Commission and Administrator Reports were heard.

Public Comments were invited and heard.

Commissioner Johnson moved that the Consent Agenda consisting of: the minutes from the February 13, 2019 meetings; and Appropriation (2019) 03; be approved. Seconded by Commissioner Moffatt. Motion carried.

Nathan West, Neodesha High School Principal, addressed the Commission regarding the upcoming school Clean Up Day. Discussion was held. No action.

The Commission held a conference call with Rose Mary Saunders from Ranson Financial regarding the CDBG Gas Line Grant. Discussion was held.

Commissioner Moffatt moved to approve the contract with the Kansas Department of Commerce for the Gas Line CDBG Grant 19-PF-007 and to authorize the mayor to sign all paperwork. Seconded by Commissioner Johnson. Motion carried.

Scott Shreve, EMG Consultants, and David Shupe from Westar addressed the Commission regarding a proposed solar project. Discussion was held. No action.

Eric Vogel and Eric Gilligan from KWIKOM addressed the Commission regarding a franchise agreement to put fiber optic on City infrastructure. Discussion was held. No action.

**ORDINANCE NO. 1715**

**AN ORDINANCE AMENDING CHAPTER 28, SECTION 28-2, OF THE CODE OF THE CITY OF NEODESHA, DEALING WITH JUVENILE CURFEW INSIDE THE CITY OF NEODESHA; AND REPEALING OLD CHAPTER 28, SECTION 28-2, OF THE CODE OF THE CITY OF NEODESHA.**

Commissioner Johnson moved to approve Ordinance 1715, modifying the City's juvenile curfew Ordinance. Seconded by Commissioner Moffatt. Motion carried.

**ORDINANCE NO. 1716**

**AN ORDINANCE AMENDING CHAPTER 30, ARTICLE II, OF THE CODE OF THE CITY OF NEODESHA, DEALING WITH PARK RULES INSIDE THE CITY OF NEODESHA; AND REPEALING OLD CHAPTER 30, ARTICLE II, OF THE CODE OF THE CITY OF NEODESHA.**

Commissioner Moffatt moved to approve Ordinance 1716, modifying the City's Park Rules. Seconded by Commissioner Johnson. Motion carried.

**ORDINANCE NO. 1717**

**AN ORDINANCE AMENDING CHAPTER 4, ARTICLES I, II AND III, OF THE CODE OF THE CITY OF NEODESHA, DEALING WITH ALCOHOL AND CEREAL MALT BEVERAGES INSIDE THE CITY OF NEODESHA; AND REPEALING OLD CHAPTER 4, ARTICLES I, II AND III, OF THE CODE OF THE CITY OF NEODESHA.**

Commissioner Johnson moved to approve Ordinance 1717, modifying the City's Alcoholic Beverages Ordinance. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a Memorandum of Understanding with George K. Baum, Co. for assistance with the sales tax initiative. Discussion was held.

Commissioner Moffatt moved to approve the Memorandum of Understanding with George K. Baum & Company as submitted. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding an Ambulance Service Agreement with Wilson County. Discussion was held.

Commissioner Johnson moved to approve the ambulance service agreement with Wilson County. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the 2019 Landfill Agreement with Wilson County. Discussion was held.

Commissioner Moffatt moved to approve the 2019 Landfill Agreement with Wilson County in the amount of \$16,000. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of a budgeted truck for the Public Works Department. Discussion was held.

Commissioner Johnson moved to approve the purchase of a Public Works truck, (continued on next page)

from Quality Motors, at a cost not to exceed \$30,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of budgeted computers for the City's ambulances. Discussion was held.

Commissioner Moffatt moved to approve the purchase of two Toughbook computers from Rugged Computing, Inc., at a cost not to exceed \$5,800. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding purchase of swimming pool equipment. Discussion was held.

Commissioner Johnson moved to approve the purchase of the rock wall equipment and Zip line for the Neodesha Splash Zone at a cost not to exceed \$25,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a request for a fireworks display. Discussion was held.

Commissioner Moffatt moved to approve the use of City property, known as the Waterworks Amphitheater, for a fireworks display on March 15, 2019 pending receipt of an Event Coverage Insurance Certificate. Seconded by Commissioner Johnson. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, March 13, 2019 at 2:00 p.m.

Commissioner Johnson moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk, Public Works Director and Police Chief to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the Commission Room at 4:05 p.m. Seconded by Commissioner Moffatt. Motion carried.

At 4:05 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

Commissioner Moffatt moved to terminate Abby Burgell effective immediately. Seconded by Commissioner Johnson. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator and City Clerk for the purpose of preliminary discussions relating to the acquisition of real property, per KSA 75-4319(b)(6). The open meeting will resume in the Commission Room at 4:25 p.m. Seconded by Commissioner Johnson. Motion carried.

At 4:25 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

Commissioner Moffatt moved to extend the Executive Session until 4:30 p.m. Seconded by Commissioner Johnson. Motion carried.

At 4:30 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

Commissioner Johnson moved to extend the Executive Session until 5:00 p.m. Seconded by Commissioner Moffatt. Motion carried.

At 5:00 p.m. the regular meeting of the Governing Body reconvened in the Commission Room. No action.

At 5:10 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Johnson. Motion carried.

ATTEST:

\_\_\_\_\_  
Terry M. Harper, Mayor

\_\_\_\_\_  
Bobby Busch, City Clerk/Finance Director

**APPROPRIATION REPORT****ORDINANCE NO 4****3/13/2019**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	223.47	52715	3/13/2019
A T & T	PHONE CHARGES	227.91	52716	3/13/2019
A T & T	FIBER OPTIC SYSTEM	761.98	52717	3/13/2019
ADVANCE CONTROL SOLUTIONS LLC	CONTROL PANEL REPAIR	202.52	52718	3/13/2019
ADVANCE INSURANCE COMPANY	MARCH PREMIUMS	475.02	52720	3/13/2019
ATMOS ENERGY	GAS SERVICE @ CEMETERY	171.40	52721	3/13/2019
AXON ENTERPRISE INC	CABLE	105.00	52722	3/13/2019
BEACHNER GRAIN INC	ICE MELT	5.00	52723	3/13/2019
BORDER STATES INDUSTRIES INC	BRACKETS, METERS, MOUNTS	2,016.99	52724	3/13/2019
CABLE ONE	INTERNET SERVICE - CITY HALL	120.34	52725	3/13/2019
CABLE ONE	INTERNET SERVICE - ELEC SHOP	136.39	52726	3/13/2019
CABLE ONE	INTERNET SERVICE - PD	120.34	52727	3/13/2019
CERTIFIED LABORATORIES	PREMALUBE	389.81	52728	3/13/2019
CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	30.22	52729	3/13/2019
CJ'S THREADS	EMBROIDERY SERVICE	6.75	52730	3/13/2019
COMMUNITY NATIONAL BANK	AMBULANCE LEASE PAYMENT	44,576.52	52731	3/13/2019
COPY PRODUCTS INC	TONER	207.95	52732	3/13/2019
CORE & MAIN	CLAMPS	65.92	52733	3/13/2019
CULLIGAN OF INDEPENDENCE	MARCH WATER SERVICE	230.63	52734	3/13/2019
D & D AUTO REPAIR & ALIGNMENT	VEHICLE REPAIR, WIPERS, BATTERIES	1,215.93	52735	3/13/2019
RUSTY DUKE	BRAKE REPAIR	144.97	52736	3/13/2019
EMG	FEBRUARY BILLING	1,166.48	52737	3/13/2019
ESO SOLUTIONS INC	FIREHOUSE SOFTWARE SUPPORT	795.00	52738	3/13/2019
F ALLEN MOORHEAD, JR, MD	DRUG SCREEN	36.00	52739	3/13/2019
FEDERAL SIGNAL CORPORATION	ANTENNA	301.50	52740	3/13/2019
FIRST NEODESHA BANK	ELECTRIC UTILITY TRUCK PAYMENT	35,501.01	52741	3/13/2019

FORSYTHE'S HEATING & ELECTRIC	HEATER REPAIR @ FD	693.42	52742	3/13/2019
G & W FOODS	SUPPLIES	113.75	52743	3/13/2019
GERKEN RENT-ALL	SANITATION UNITS	556.20	52744	3/13/2019
HUGH'S TEL COM	PHONE REPAIR - ELECTRIC SHOP	255.00	52745	3/13/2019
HUGO'S INDUSTRIAL SUPPLY, INC	TONER, CUPS, CLEANING SUPPLIES	165.94	52746	3/13/2019
INDEPENDENCE READY-MIX INC	CONCRETE	318.00	52747	3/13/2019
JERRY INGRAM FIRE & RESCUE	GLOVES	271.42	52748	3/13/2019
JOPLIN FREIGHTLINER SALES INC	VEHICLE MAINTENANCE	138.81	52749	3/13/2019
KANSAS ONE-CALL SYSTEM, INC	FEBRUARY LOCATES	13.20	52750	3/13/2019
KANSAS STATE TREASURER	BOND INTEREST PAYMENTS	12,712.50	52751	3/13/2019
KANSAS DEPT OF HEALTH & ENVIRO	CERTIFICATE RENEWAL	20.00	52752	3/13/2019
KRWA	ANNUAL DUES	920.00	52753	3/13/2019
LITTLE BEAR TIRE	TIRE REPAIR	85.00	52754	3/13/2019
MCCARTY'S OFFICE MACHINES INC	PAPER	110.16	52755	3/13/2019
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,577.95	52756	3/13/2019
MELS PRINTING	ENVELOPES	199.95	52757	3/13/2019
MIDWEST COMPUTER SALES	ONLINE BACK UP/IT SERVICES	324.95	52758	3/13/2019
MIDWEST MINERALS, INC	SAND	384.29	52759	3/13/2019
NEODESHA DERRICK	PUBLICATIONS	618.50	52760	3/13/2019
NEODESHA HOME & GARDEN SUPPLY	BLDG MATERIALS & SUPPLIES	22.46	52761	3/13/2019
NEW BOSTON CREATIVE GROUP LLC	WEB LABOR	86.25	52762	3/13/2019
OK ELECTRIC WORKS	ALTERNATOR/PUMP	160.00	52763	3/13/2019
PI VARIABLES INC	SAFETY LIGHTS	595.00	52764	3/13/2019
PNEUDART INC	DART GUN	683.59	52765	3/13/2019
PORTER DRUG STORE	MEDICAL SUPPLIES	69.47	52766	3/13/2019
PRAIRIE FIRE COFFEE	COFFEE SERVICE	85.69	52767	3/13/2019
RAY LINDSEY COMPANY	HOUSING, O-RINGS	205.69	52768	3/13/2019
RED BUD SUPPLY INC	TRAFFIC CONES	184.95	52769	3/13/2019
RURAL WATER DISTRICT 4	AIRPORT WATER	27.16	52770	3/13/2019
SEK COOP INC	PROPANE	879.25	52771	3/13/2019
SOCKET TELECOMM LLC	PHONE CHARGES	299.45	52772	3/13/2019

SOUTHERN UNIFORM & EQUIPMENT	SAFETY WAND	14.86	52773	3/13/2019
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	3,831.51	52774	3/13/2019
STERICYCLE INC	DISPOSAL SERVICE	390.00	52775	3/13/2019
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	85.00	52776	3/13/2019
THOMPSON BROTHERS SUPPLY INC	OXYGEN, CYLINDER LEASE	129.10	52777	3/13/2019
US BANK EQUIPMENT FINANCE	COPIER LEASE	775.58	52778	3/13/2019
US CELLULAR	CELL PHONE CHARGES	73.34	52779	3/13/2019
US POST OFFICE	POST OFFICE BOX SERVICE FEE	274.00	52780	3/13/2019
WESTAR ENERGY	AIRPORT BILLING	185.00	52781	3/13/2019
WESTAR ENERGY	STREETLIGHTS @ OTTAWA	64.33	52782	3/13/2019
WESTERN AUTO	ANTIFREEZE	11.99	52783	3/13/2019
WILSON COUNTY COORDINATOR	LANDFILL CHARGES	252.50	52784	3/13/2019
WILSON COUNTY REGISTER OF DEED	FAXED COPIES	1.50	52785	3/13/2019
WILSON MEDICAL CENTER	FEBRUARY SALES TAX	23,171.61	52786	3/13/2019
WOODS LUMBER COMPANY	LUMBER, REBAR	94.69	52787	3/13/2019
<b>**** PAID TOTAL ****</b>		<b>142,368.06</b>		





**CIVIL RIGHTS/FAIR HOUSING POLICY**

We, the County/City Commissioners of Neodesha, Kansas adopt the following procedures for handling a civil rights/fair housing complaint(s) within our City/County.

- 1) The County/City Clerk shall receive all complaints within his/her office and the complaint shall then be formally introduced to the County/City Commission at the next regularly scheduled meeting.
- 2) We, the County/City Commissioners shall try to assist in resolving the conflict between the parties involved. If a resolution of the problem cannot be reached, then we will forward the complaint to the proper authorities.
- 3) Fair housing discrimination complaints will be submitted to HUD by phone, letter, and/or a HUD-903 form. All such complaints will be submitted to HUD at:

Department of Housing and Urban Development  
Kansas City Regional Office, Region VII  
Office of Fair Housing & Equal Opportunity  
Gateway Tower II - 400 State Avenue  
Kansas City, KS 66101

or by calling the Housing Discrimination Complaint HOTLINE 1-800-669-9777.

- 4) In the event of a civil rights complaint, we agree to also contact the following agencies:

Kansas Human Rights Commission  
900 Jackson Street - 8th Floor  
Topeka, KS 66612  
(785) 296-3206

Kansas Department of Commerce  
1000 S.W. Jackson St., Suite 100  
Topeka, KS 66612-1354  
(785) 296-3004

We do hereby adopt these procedures in resolving any civil rights/fair housing complaints.

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Chairman/Mayor

(SEAL)

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County/City Clerk

# *Know Your Rights*

## *Fair Housing Facts*

### **STEERING**

You have the right to choose where to live. Any real estate sales person, broker, or leasing agent who discourages you from seeing or being interested in certain properties, or certain areas of town could be considered steering. For example: If a property agent indicates, "This isn't your kind of neighborhood"... "You wouldn't feel comfortable living here"... "None of your kind of people live here"... "This complex does not permit children"... the agent is violating laws that prohibit steering.

*Race*

*It's*

### **RENTAL DISCRIMINATION**

The terms of rental agreements must apply to all renters. The law prohibits the changing of such terms to deny or discourage your access to rental properties. For example: If you feel that your lease agreement is different than other persons on a similar situation the property agent or owner may be violating Fair Housing Laws. The following types of situations may also be in violation of the law: 1) Raising the price of the property you are interested in for the purpose of keeping you out; 2) Requiring a higher down payment or security deposit from you but not from others on an equal basis.

*Color*

*The*

*Religion*

*Law*

*Sex*

*Families*

*Disability*

### **FALSE DENIALS OF AVAILABILITY**

Federal, state, and local laws prohibit real estate sales persons, brokers and property agents from telling you the property you are interested in is unavailable...when it is in fact available for rent or purchase.

*with*

*Children*

*(except*

*National*

*complexes*

*Origin*

### **ADVERTISING DISCRIMINATION**

Ads or commercials for houses or apartments cannot, by law, show any preferences for renters or buyers based on race, color, religion, sex, disability, national origin, ancestry or families with children.

*which are*

*Ancestry*

*designated*

*"elderly"*

*only)*

### **COMPLAINTS CAN BE FILED WITH:**

Local "Human Relations", "Human Resources" or "Civil Rights" board or staff. Check with City Hall. Statewide in Kansas, contact

**The Kansas Human Rights Commission**

**1-888-793-6874**

**U.S. Department of Housing and Urban Development**

**1-800-743-5323**

*Help "Stop"*  
*Discrimination*

# *Sepa Sus Derechos Justo Albergar Hechos*

La **CONDUCCION** tiene el derecho de escoger donde vivir. Cualquier persona de ventas de bienes raíces, el corredor, o arrendar a agente que desalienta usted de ver o para ser interesado en ciertas propiedades, o en ciertas áreas del pueblo podrían ser consideradas **dirigido**. Por ejemplo: Si un agente de propiedad indica, "Esto no es su clase de vecindario" .. "Usted no se sentirá muy viviendo bien aquí" .. "Ninguno de su clase de personas vive aquí" .. "Este complejo no permite amigos" agente .. **dirigido** viola las leyes que prohíben **dirigido**.

*Es*

*El*

*Ley*

*Las familias con Niños (pero complejos que son designados "personas mayores" sólo)*

*Carrera*

La **DISCRIMINACION DE ALQUILER** que los términos de acuerdos de alquiler, deben aplicar a todos los inquilinos. La ley prohíbe el cambiar de tales términos para negar o desalentar su acceso a propiedades de alquiler. Por ejemplo: Si usted se siente que su acuerdo de arrendamiento es diferente de otras personas en una situación semejante que el agente de propiedad o propietario pueden estar violando **Albergando Justo las Leyes**. Los tipos siguientes de situaciones también pueden estar en la infracción de la ley: 1) Levantando el precio de la propiedad que es interesado en para el propósito de mantenerle fuera; 2) Requiriendo un desembolso inicial o el depósito de seguridad más altos de usted pero no de otros en una base igual.

*Sexo*

Las **NEGACIONES FALSAS DE AVAILABILITY** Federal, el estado, y las leyes locales prohíben bienes raíces personas de ventas, agentes de corredores y propiedad de decirle la propiedad usted es interesado, está en indisponible .. when que esta de hecho disponible para el alquiler o la compra.

*Incapacidad*

*Origen nacional*

La **PUBLICIDAD** Anuncios de **DISCRIMINACION** o propagandas para casas o apartamentos no pueden, por la ley, muestra ninguna preferencia para inquilinos o los compradores se basaron en la carrera, el color, la religión, el sexo, la incapacidad, origen nacional, la ascendencia o las familias con niños.

*Ascendencia*

Las **QUEJAS PUEDEN SER ARCHIVADAS CON**: Las "Relaciones Humanas" locales, los "Recursos humanos" o tabla "Civil de Derechos" o provee. Verifique con Municipalidad. A todo el estado en Kansas, contacto

**The Kansas Human Rights Commission**

1-888-793-6874

**U.S. Department of Housing and Urban Development**

1-800-743-5323

*Ayude Discriminación de  
"Parada"*

Date of Issuance: February 25, 2019      Effective Date: February 25, 2019  
 Owner: City of Neodesha, KS      Owner's Contract No.:  
 Contractor: Crossland Heavy Contractors, Inc.      Contractor's Project No.: 18K10WP  
 Engineer: Professional Engineering Consultants, P.A.      Engineer's Project No.: 331-15E65-001-2005  
 Project: Neodesha River Intake Improvements

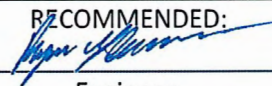
Contract Name:

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

Description: Increase the contract amount by \$12,494.07 per the attached change order requests from the Contractor. The increase in costs for change order request #1 are associated with intake grating modifications and adding ladders and ladder shield to the intake structure at the request of City Staff. Change order request #1 includes a deduct in costs due to approved material changes to the pre-engineered metal building. Change order request #2 increases the cost due to changes to the cofferdam design.

Attachments: Change order requests #1 and #2 from the Contractor.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>1,812,031.23</u>	Original Contract Times: Substantial Completion: <u>150</u> days Ready for Final Payment: <u>180</u> days
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>NA</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u>
Contract Price prior to this Change Order: \$ <u>1,812,031.23</u>	Contract Times prior to this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u>
Increase of this Change Order: \$ <u>12,494.07</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u>
Contract Price incorporating this Change Order: \$ <u>1,824,525.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>150</u> days Ready for Final Payment: <u>180</u> days

By: <u></u>	By: _____	By: <u>Joe Eschbacher</u>
Title: <u>Project Engineer</u>	Title: <u>Owner (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>
Date: <u>2/27/2019</u>	Date: _____	Date: <u>26-FEB-2019</u>

Approved by Funding Agency (if applicable)

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

## MEMORANDUM OF UNDERSTANDING

COMES NOW, City of Neodesha (hereafter called “Buyer”) and Westar Energy, Inc. (hereafter called “Supplier”), entering into the following Memorandum of Understanding (“MOU”) involving the current and future business relationship between the parties as further described below.

### RECITALS

WHEREAS, Supplier is interested in developing a small scaled solar project of less than 10 MW AC to be located on the local distribution system (the “Facility”) with an anticipated commercial operating date to be determined. Buyer is interested in potentially purchasing the entire output of the proposed Facility, and Supplier wishes to grant Buyer first right to purchase the Facility.

WHEREAS, Buyer desires to procure the services of Supplier in the evaluation and potential procurement and development of the Facility.

WHEREAS, subject to the execution of a mutually agreeable definitive agreement as described in more detail in this MOU, Supplier wishes to memorialize the compensation to be owed by Buyer to Supplier (or a person designated by Supplier to act on behalf of Supplier) in providing preliminary engineering and procurement estimates for the construction of the Facility.

## AGREEMENT:

Now, therefore, in consideration of the forgoing Recitals and the mutual agreements set forth herein, and the mutual benefits to be derived therefrom, the parties hereto further agree as follows:

1. For consideration of services which are dependent upon Supplier providing preliminary engineering and procurement estimates, once the preliminary budget has been determined by Supplier, the Buyer shall determine whether to move forward with negotiations for the construction of the Facility within a commercially reasonable time frame. The fee due to Supplier for developing the preliminary engineering and procurement estimates for the construction and operation of the Facility is based on the following scale:
  - a. 3 MW or less - \$5,000
  - b. 3 MW to 6 MW - \$8,500 and;
  - c. Above 6 MW - \$11,000
  - d. Fifty percent (50%) of total fees due shall be paid upon executing this agreement and any outstanding fees will be due and payable upon completion of the evaluation and submission of the invoice to the Buyer.
2. (a) Unless terminated earlier pursuant to Section 2(b) below or extended by the mutual written agreement of the parties, this MOU shall be effective until December 31, 2020 (the "Term").  
  
(b) This MOU will automatically terminate upon execution of any definitive agreement addressing the procurement of the Facility. In

addition, this MOU may be terminated: (i) at any time by the mutual written consent of the parties; or (ii) by Buyer upon written notice to Supplier (Attn: Clean Energy Development Mgr, Power Marketing, 818 S. Kansas Avenue, Topeka, KS 66612) for any reason prior to expiration of the Term; provided, however, it is understood that during the preliminary engineering and evaluation of the Facility by Supplier, Buyer shall provide exclusive rights for the development of the Facility to Supplier.

3. Each of the parties shall be responsible for and bear all of its respective costs and expenses incurred at any time in connection with pursuing or consummating the terms of this MOU.
4. This Memorandum of Understanding is governed by and will be construed under the laws of the state of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers thereunto and the respective corporate seals will be affixed next to their signature the day and year of signing.

Westar Energy, Inc.

By:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Neodesha, Kansas

By: Terry M. Harper

\_\_\_\_\_

Title: Mayor \_\_\_\_\_

Date: March 13, 2019 \_\_\_\_\_