

Agenda

City Commission of the City of Neodesha, KS

October 14, 2020 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 September 23, 2020 Minutes
- Appropriation (2020) 19
- Raw Water Project Bond Appropriation No. 79
- Gas Line Project Appropriation No. 15

Item 4: Business Items to Consider

- A. Letter of Appreciation: SizzBoom Fireworks
- B. Public Hearing: Dangerous Structures – 906 Church (*no hearing due to publication error*)
- C. Coronavirus Relief Fund Memorandum of Agreement
- D. Lift Station and Sanitary Sewer Improvements: Notice of Award
- E. Land Bank: Deed 614 Main
- F. Land Bank: Deed 120 S 4th
- G. Land Bank: Request for Property
- H. Appointments to Housing Authority Board
- I. Appointment to the 31st Judicial District Board
- J. Approve CMB License: El Mescal
- K. Approve Small Fireworks Show at Barney's Field
- L. Neodesha Police Shooting Range

Item 5: Date/Time of Next Regular Meeting

Wednesday, October 28, 2020 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session:

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
October 14, 2020

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: Letter of Appreciation: SizzBoom Fireworks

On Saturday evening, October 10th, we were very excited to receive, and offer to the public, a free fireworks show. The fireworks display was provided by SizzBoom Fireworks and the Kansas City Area Pyrotechnicians (KCAP). The fireworks display was preceded by a concert featuring the Adam Capps Band, and the event is estimated to have been attended by over 1,000 people. For this very successful event, the Commission is asked to sign a Letter of Appreciation to Mr. Dale McDaniel and SizzBoom Fireworks.

RECOMMENDED MOTION: *I move to approve a Letter of Appreciation to Mr. Dale McDaniel and SizzBoom Fireworks.*

4.B: Public Hearing: Dangerous Structures – 906 Church *(no hearing due to publication error)*

This agenda item is included for the Commission meeting, October 14th, due to one Resolution having been published in the Derrick, calling for the public hearing. In order to conduct a public hearing, the abatement Resolution must be published twice in our official city newspaper. Therefore, the correct public hearing date will be November 11, 2020, to show cause why the structure located at 906 Church should not be condemned and ordered repaired, or demolished as a dangerous or unsafe structure.

RECOMMENDED MOTION: *N/A*

4.C: Coronavirus Relief Fund Memorandum of Agreement

The Commission is asked to approve the Wilson County Coronavirus Relief Fund Memorandum of Agreement. This agreement, if approved, will allow the City to receive \$63,148.63 in reimbursement for Coronavirus expenses incurred by the City in 2020.

RECOMMENDED MOTION: *I move to approve the Coronavirus Relief Fund Memorandum of Agreement with Wilson County, and authorize the Mayor to sign.*

4.D: Lift Station and Sanitary Sewer Improvements: Notice of Award

The Commission is being asked to approve the Notice of Award for the sanitary sewer improvements portion of our water/sewer project. Included in the Commission packet is the Notice of Award, to Tri-Star Utilities, Inc., and a letter from our engineer that recommends awarding the project to Tri-Star

Utilities. The Commission's approval of the Notice of Award will be pending USDA concurrence of the award.

RECOMMENDED MOTION: *I move to approve the Notice of Award for the Lift Station and Sanitary Sewer Improvements, to Tri-Star Utilities, Inc., at a project cost of \$1,351,040, pending USDA approval.*

4.E: Land Bank: Deed 614 Main

The City of Neodesha Land Bank has been holding 614 Main Street in the Land Bank to allow time for Gary Larson to establish his non-profit organization. The non-profit status has been confirmed. The Commission is asked to sell the church building to the Neodesha Crossroads Church.

RECOMMENDED MOTION: *I move to convene as the Neodesha Land Bank to consider the sale of property.*

RECOMMENDED MOTION: *I move to approve the sale of 614 Main Street to the Neodesha Crossroads Church, at a sale price of \$1.*

4.F: Land Bank: Deed 120 S. 4th

As we contemplate what actions to take in the construction of a new police facility at 120 S. 4th Street, Staff has determined that the former Schweitzer building is currently owned by "The City of Neodesha," and the vacant lot immediately to the south of 120 S. 4th Street is owned by the Neodesha Land Bank. For this agenda item, the Land Bank is asked to accept the property located at 120 S. 4th Street into the Land Bank. This will facilitate the future deeding of both lots for construction purposes.

RECOMMENDED MOTION: *I move to accept the donation of the property located at 120 S. 4th Street into the Neodesha Land Bank.*

4.G: Land Bank: Request for Property

For this agenda item, the Commission (Land Bank Board), is asked to discuss and consider a request from Mr. Bryan Wilson to have the property located at 1633 N. 1st be deeded to him for the purposes of moving his mobile home. There are several additional facts associated with the eventual sale of the property, and I believe Mr. Wilson is also looking at other options.

RECOMMENDED MOTION: *I move to approve the sale of 1633 N. 1st Street to Mr. Bryan Wilson, at a sale price of _____.*

RECOMMENDED MOTION: *I move to adjourn as the Neodesha Land Bank and reconvene as the City of Neodesha Governing Body.*

4.H: Appointments to Housing Authority Board

For this agenda item, the Commission is asked to approve the appointment of Katy Rupert and Janie Steele to the Neodesha Housing Authority Board, with terms ending May 31, 2024. This is to fill the unexpired terms of Karolyn Schultz and Barbara Shoop.

RECOMMENDED MOTION: *I move to approve the appointment of Katy Rupert and Janie Steele to the Neodesha Housing Authority Board, with a term ending date of May 31, 2024.*

4.I: Appointment to the 31st Judicial District Board

On May 23, 2018, the Commission appointed Ms. Mara Monroy to the 31st Judicial District Community Corrections Board for the first time, taking the place of former Chief of Police Danny Thayer. Ms. Monroy's term was to be renewed in April, so we are doing some "Housecleaning."

RECOMMENDED MOTION: *I move to reappoint Mara Monroy to the 31st Judicial District Community Corrections Board for a two-year term, with a term-ending date of April 20, 2022.*

4.J: Approve CMB License: El Mescal

The Commission is asked to approve a 2020 CMB license for El Mescal, our new Mexican food restaurant.

RECOMMENDED MOTION: *I move to approve the 2020 Cereal Malt Beverage Licenses for El Mescal Restaurant.*

4.K: Approve Small Fireworks Show at Barney's Field

Mr. Gary Larson has requested that he be allowed to shoot small size fireworks at Barney's Field on Wednesday, October 14, 2020 (today), during the early evening hours. This will be in support of the kids, who Gary says has already lost so much during the pandemic. I am hopeful that Gary will be in attendance at the Commission meeting.

RECOMMENDED MOTION: *I move to approve the use of fireworks in the evening of October 14, 2020, at Barney's Field.*

4.L: Neodesha Police Shooting Range

For this agenda item, the Chief of Police will brief the Commission on the uncontrolled damage caused by shooters at the Neodesha Police shooting range. The request before the Commission is to eliminate the use of the shooting range by the public.

RECOMMENDED MOTION: *I move to close the Neodesha shooting range for all non-City employees effective immediately.*

Neodesha, Kansas
September 23, 2020

The Board of Commissioners met in regular session in the great room at City Hall practicing social distancing at 2:00 p.m. on Wednesday, September 23, 2020 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Commissioner Nichol moved to approve the agenda with addition of Item 4.J Land Bank: Sale of Heritage Estates Lots; Item 4.K. Waterworks Amphitheater: Consider Beer Garden; and Item 4.L Accept Resignation of Public Works Employee. Seconded by Commissioner Moffatt. Motion carried.

A presentation was made by Fire Chief Duane Banzet promoting Fire Captain Ross Jamison to Assistant Fire Chief. Congratulations were given by the Governing Body and staff.

Commission and Administrator Reports were heard.

Community Development Director report was heard.

Public Comments were invited and heard.

Commissioner Moffatt moved to approve the Consent Agenda consisting of the minutes from the September 9, 2020 Meeting; minutes from the September 15, 2020 Special Call Meeting; Appropriation (2020) 18; Raw Water Project Bond Appropriation No. 78; and Gas Line Project Appropriation No. 14. Seconded by Commissioner Nichol. Motion carried.

Due to time constraints and a guest being present having a prior engagement, Business Item 4.E. KHRC Infrastructure Grant Request was moved to the first item of business.

Administrator Truelove along with Community Development Director, Jeri Hammerschmidt and April Nutt, Executive Director of the Independence, KS Housing Authority, addressed the Commission regarding the submission of a grant request to the Kansas Housing Resource Commission to help offset the cost of infrastructure for a housing project. Discussion held.

Commissioner Nichol moved to approve the submission of a grant request to the KHRC. Seconded by Commissioner Moffatt. Motion carried.

ORDINANCE NO. 1732

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA, KANSAS, INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES", EDITION OF 2020, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS, PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 1698 AND ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH. (a complete copy of this

Ordinance can be viewed in the City Clerk's office)

Commissioner Moffatt moved to approve Ordinance 1732 adopting the 2020 Standard Traffic Ordinances as presented. Seconded by Commissioner Nichol. Motion carried.

ORDINANCE NO. 1733

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA, KANSAS, INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2020, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS, PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 1699 AND ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH. (a complete copy of this Ordinance can be viewed in the City Clerk's office)

Commissioner Moffatt moved to approve Ordinance 1733 adopting the 2020 Uniform Public Offense Code as presented. Seconded by Commissioner Nichol. Motion carried.

ORDINANCE NO. 1734

AN ORDINANCE AMENDING SECTION 16-36 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE REGARDING FEES FOR UTILITIES PROVIDED BY THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING OLD SECTION 16-36 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE. (a complete copy of this Ordinance can be viewed in the City Clerk's office)

Commissioner Nichol moved to approve Ordinance 1734, modifying the City's fee structure Ordinance. Seconded by Commissioner Moffatt. Motion carried.

RESOLUTION NO. 20-13

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS AT WHICH TIME THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF THE STRUCTURE LOCATED AT 906 CHURCH STREET, LEGAL DESCRIPTION: LOTS TWENTY-ONE (21) AND TWENTY-TWO (22), BLOCK SIX (6) FORD'S ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE; AND REPEALING RESOLUTION 20-10. (a complete copy of this Resolution can be viewed in the City Clerk's office)

(continued on next page)

Commissioner Moffatt moved to approve Resolution 20-13 as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove, Community Development Director, Jeri Hammerschmidt along with Mike Billings, USDA via phone conference, addressed the Governing Body regarding the submission of a grant request to USDA-RD for fire equipment. Upon this submission, Mr. Billings notified us that the City has been approved for grant funding. Discussion held.

Commissioner Moffatt moved to approve the acceptance of the USDA Fire Department Equipment Grant and giving the Mayor permission to sign the necessary document. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of a Meter Change Out Interface Agreement with gWorks. This agreement covers the cost of setting up the files necessary to facilitate the billing process related to the AMR project. Discussion held.

Commissioner Nichol moved to approve the service agreement with gWorks in an amount not to exceed \$1,500, with two equal payments of \$750. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the renewal of the incubator lease with AgEagle. The lease is set to expire this month. Discussion held.

Mayor Johnson moved to approve the AgEagle Incubator Lease extension, with an expiration date of December 31, 2020. Seconded by Commissioner Moffatt. Motion carried with Commissioner Nichol abstaining due to a possible conflict of interest, he being an employee of AgEagle.

Commissioner Nichol moved to convene as the Neodesha Land Bank to discuss the disposition of certain trailer homes in the Northgate Mobile Home Park and the sale of property at Heritage Estates. Seconded by Commissioner Moffatt. Motion carried. Discussion held.

Commissioner Moffatt moved to approve the donation of mobile home number 2 to Kaylee Tigner and mobile home number 28 to Eddie Weicht. Seconded by Commissioner Nichol. Motion carried.

Commissioner Nichol moved to approve the sale of Heritage Estates Lots 7 through 10 and Lots 13 through 19 to First Step Builders at a sale price of \$13,000. Seconded by Commissioner Moffatt. Motion carried.

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

Administrator Truelove addressed the Commission regarding a request from representatives of the Waterworks Amphitheatre to consider a beer garden at the fireworks show slated for October 10, 2020. Discussion held.

Commissioner Nichol moved to approve a beer garden for the Waterworks Amphitheatre fireworks show on October 10, 2020. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove along with Public Works Director, Brent Wheeler, addressed the Commission regarding the resignation of a Public Works Department employee. Discussion held.

Commissioner Nichol moved to accept the resignation of Bryan Howell from the Public Works Department, effective October 2, 2020. Seconded by Mayor Johnson. Motion carried with Commissioner Moffatt abstaining due to a possible conflict of interest, he being a close relative of Bryan Howell.

The next regular meeting of the Governing Body will be held in the great room at City Hall on Wednesday, October 14, 2020 at 2:00 p.m.

At 4:05 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

ORDINANCE NO 19	10/14/2020
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<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	356.38	67743	10/14/2020
A T & T	FIBER OPTIC SYSTEM	761.98	67744	10/14/2020
ADVANCE CONTROL SOLUTIONS LLC	SERVICE CALL	530.07	67745	10/14/2020
AIRGAS USA LLC	SUPPLIES	246.72	67746	10/14/2020
AMERICAN LAW ENFORCEMENT	PD SUPPLIES	280.00	67747	10/14/2020
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	664.39	67748	10/14/2020
CINTAS	FIRST AID SUPPLIES	57.26	67749	10/14/2020
CORE & MAIN	SUPPLIES	4,546.21	67750	10/14/2020
CULLIGAN OF INDEPENDENCE	OCTOBER WATER SERVICE	194.62	67751	10/14/2020
D & D AUTO REPAIR & ALIGNMENT	VEHICLE MAINTENANCE	332.08	67752	10/14/2020
EAGLE MED LLC	PALS REGISTRATION	20.00	67753	10/14/2020
EDELMAN-LYON COMPANY	SUPPLIES	271.93	67754	10/14/2020
F ALLEN MOORHEAD, JR, MD	PRE-EMPLOYMENT PHYSICAL	276.00	67755	10/14/2020
FED EX	SHIPPING CHARGES	64.77	67756	10/14/2020
FLINTHILLS FIRE & RESCUE APP	VALVE REPAIR	301.10	67757	10/14/2020
G & W FOODS	SUPPLIES	117.07	67758	10/14/2020
GERKEN RENT-ALL	SANITATION UNITS	345.60	67759	10/14/2020
HACH COMPANY	LAB SUPPLIES	334.57	67760	10/14/2020
HARMONY LODGE	4TH QTR LEASE 2020	900.00	67761	10/14/2020
HAWKINS INC	CHEMICALS	5,787.08	67762	10/14/2020
HUGO'S INDUSTRIAL SUPPLY, INC	SUPPLIES	496.43	67763	10/14/2020
JERRY INGRAM FIRE & RESCUE	THERMAL IMAGING CAMERA	725.00	67764	10/14/2020
KANSAS DEPARTMENT OF REVENUE	2020 WATER FEES JULY AUG SEPT	1,525.01	67765	10/14/2020
KANSAS MUNICIPAL UTILITIES	4TH QTR DUES	1,999.00	67766	10/14/2020
KANSAS ONE-CALL SYSTEM, INC	SEPTEMBER LOCATES	184.80	67767	10/14/2020
KANSAS STATE TREASURER	MUNICIPAL COURT FEES	1,545.50	67768	10/14/2020
KOONS GAS MEASUREMENT	GAS LINE PROJECT	2,625.10	67769	10/14/2020
LAKELAND OFFICE SYSTEMS	COPIER MAINTENANCE	96.90	67770	10/14/2020
LE STORE	BATTERIES	8.22	67771	10/14/2020

LITTLE BEAR TIRE	TIRE REPAIR	253.25	67772	10/14/2020
MATCO TOOLS	TOOLS	129.95	67773	10/14/2020
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,854.28	67774	10/14/2020
MELS PRINTING	MOVING TICKETS	146.95	67775	10/14/2020
MERLE KELLY FORD, INC	SUPPLIES	789.36	67776	10/14/2020
MIDWEST COMPUTER SALES	IT SERVICES	839.93	67777	10/14/2020
MUNICIPAL CODE CORPORATION	ONLINE CODE HOSTING	950.00	67778	10/14/2020
MURPHY TRACTOR & EQUIPMENT CO	SUPPLIES	73.26	67779	10/14/2020
NDB NEODESHA	INS INSTALLMENT 6 OF 6	23,276.00	67782	10/14/2020
NEODESHA AUTO SUPPLY	SUPPLIES	517.75	67784	10/14/2020
NEODESHA AREA CHAMBER OF COMME	CITY SHARE WEBPAGE SET UP	2,050.00	67785	10/14/2020
NEODESHA DERRICK	PUBLICATIONS	623.50	67786	10/14/2020
OIL PATCH PUMP & SUPPLY	SUPPLIES	376.40	67787	10/14/2020
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	2,042.67	67788	10/14/2020
PORTER DRUG STORE	MEDICATION	66.46	67789	10/14/2020
PRAIRIE FIRE COFFEE	COFFEE SERVICE	173.12	67790	10/14/2020
PRICE AUTOMOTIVE REPAIR	TRUCK REPAIR	783.71	67791	10/14/2020
PUD LLC	SUPPLIES	968.41	67792	10/14/2020
RURAL WATER DISTRICT 4	AIRPORT/RURAL WATER	27.16	67793	10/14/2020
SCHULTE SUPPLY INC	SUPPLIES	45.84	67794	10/14/2020
SHERWIN WILLIAMS INDEPENDENCE	SUPPLIES	144.01	67795	10/14/2020
SIGN DESIGN	UNIFORM SHIRTS FD	199.00	67796	10/14/2020
SOCKET TELECOMM LLC	PHONE CHARGES	308.86	67797	10/14/2020
SOLOMON CORPORATION	PHASE 1 AUTOMATED METERING	5,550.00	67798	10/14/2020
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	1,447.19	67799	10/14/2020
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	165.00	67800	10/14/2020
THOMPSON BROTHERS SUPPLY INC	OXYGEN CYLINDER LEASE	211.65	67801	10/14/2020
TT TECHNOLOGIES INC	EQUIPMENT REPAIR	883.52	67802	10/14/2020
US CELLULAR	CELL PHONE CHARGES	354.89	67803	10/14/2020
VALNET TELECOMMUNICATIONS	STANDARD WEB HOSTING	19.95	67804	10/14/2020
WESTAR ENERGY	STREET LIGHTS @ OTTAWA	107.76	67805	10/14/2020
WESTERN AUTO	SUPPLIES	134.71	67806	10/14/2020
WILSON MEDICAL CENTER	SEPTEMBER TAX DISTRIBUTION	23,882.43	67807	10/14/2020
SPARKLIGHT	IT SERVICES	136.39	67526	9/30/2020

EVERGY	AIRPORT LIGHTS	65.15	67599	9/30/2020
WEX BANK	FUEL PURCHASES	5,469.21	67600	9/30/2020
CASH	EMPLOYEE COMMITTEE	50.00	67601	9/30/2020
RURAL WATER DISTRICT 4	AIRPORT/RURAL WATER	27.16	67602	9/30/2020
SPARKLIGHT	INTERNET SERVICES	147.19	67603	9/30/2020
VISA	SUPPLIES, MEMBERSHIP	4,051.13	67604	9/30/2020
SOUTHERN STAR CENTRAL GAS	AUGUST BILLING	2,855.61	67605	9/30/2020
SPARKLIGHT	CABLE SERVICE	152.94	67606	9/30/2020
WILSON CO REGISTER OF DEEDS	COPIES OF DEEDS	14.00	67607	9/30/2020
SPARKLIGHT	INTERNET SERVICES	86.30	67608	9/30/2020
US POST OFFICE	SEPTEMBER UTILITY BILLING	308.09	67609	9/30/2020
****TOTAL****		109,353.93		

**RAW WATER PROJECT BOND
APPROPRIATION 79
October 14, 2020**

Vendor	Invoice No	Check No	Amount	Description
Attorney General	LG20001755	1211	270.00	Administration
Orr Wyatt Streetscapes	PR 14v1	1212	61,708.40	Construction
PEC Engineering	522994	1213	3,149.90	Engineering
PEC Engineering	522995	1213	260.00	Engineering
PEC Engineering	522996	1213	3,355.00	Engineering
PEC Engineering	522997	1213	1,285.65	Engineering
Stifel, Nicolaus & Co	09282020	1214	26,250.00	Administration
Triplett Woolf Garretson	778243	1215	43,712.30	Administration
GRAND TOTAL			<u>139,991.25</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk



STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL

DEREK SCHMIDT
ATTORNEY GENERAL

September 28, 2020

MEMORIAL HALL
120 SW 10TH AVE., 2ND FLOOR
TOPEKA, KS 66612-1597
(785) 296-2215 • FAX (785) 296-6296
WWW.AG.KS.GOV

RETURN A COPY OF THIS STATEMENT WITH REMITTANCE

INVOICE NO. LG-20-001755

BILLING STATEMENT

Municipality: City of Neodesha, Kansas

Description: General Obligation Bond

Series: 2020

Dated: September 28, 2020

Aggregate Amount: \$7,000,000.00

Review Time Spent on Issue: 1.8

Rate Per Hour: \$150.00

TOTAL AMOUNT DUE: \$270.00

MAKE CHECK PAYABLE TO ATTORNEY GENERAL'S OFFICE

MAIL PAYMENT TO:
Attorney General's Office
Attn: Bond Division
120 SW 10th Ave., Second Floor
Topeka, KS 66612-1597

PLEASE RETURN A COPY OF THIS STATEMENT WITH REMITTANCE

Contractor's Application for Payment No.

14 v1

Application Period: 08/21/20 to 09/18/20		Application Date: 8/27/2020	
To (Owner): City of Neodesha, KS	From (Contractor): Orr Wyatt Streetscapes	Via (Engineer): Professional Engineering Consultants	
Project: Neodesha 12" Waterline Improvements		Contract: Neodesha 12" Waterline Improvements	
Owner's Contract No.:	Contractor's Project No.: 198	PEC Project #: 35-180004-004-2005	

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO 2	\$27,543.00	-\$12,815.90
TOTALS	\$27,543.00	-\$12,815.90
NET CHANGE BY CHANGE ORDERS	\$14,727.10	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,560,623.55
2. Net change by Change Orders.....	\$	\$14,727.10
3. Current Contract Price (Line 1 + 2).....	\$	\$1,575,350.65
4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate).....	\$	\$1,400,314.96
5. RETAINAGE:		
a. 5% X \$1,400,314.96 Total Completed and Stored	\$	\$70,015.75
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$1,330,299.21
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,268,590.81
8. AMOUNT DUE THIS APPLICATION.....	\$	\$61,708.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Column K on Progress Estimate + Line 5 above).....	\$	\$175,035.69

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:



Date:

9-29-2020

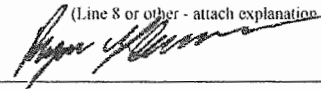
Payment of:

\$

\$61,708.40

(Line 8 or other - attach explanation of the other amount)

is recommended by:



(Engineer)

9/29/2020

(Date)

Payment of:

\$

\$61,708.40

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

10/14/2020

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract): Neodesha 12" Waterline Improvements						Application Number:		14 v1					
Application Period: 08/21/20 to 09/18/20						Application Date:		8/27/2020					
A		B		C		D	E	F	G	H	I	J	K
Bid Item No.	Description	Bid Quantity	Unit	Unit Price	Total	Units Previously Installed	Value Previously Installed	Units Installed This Period	Value Installed This Period	Materials Presently Stored (not in G)	Total Completed and Stored to Date (E+G+H)	% (I/C)	Balance to Finish
	<u>Base Bid</u>												
1	12" Waterline **	4,720	LF	67.95	\$ 320,724.00	4671.01	\$ 317,395.13		\$ -	\$ 2,270.51	\$ 319,665.64	99.7%	\$ 1,058.36
2	12" RJ Waterline by DD **	6,948	LF	103.75	\$ 720,855.00	6948	\$ 720,855.00		\$ -		\$ 720,855.00	100.0%	\$ -
3	12" RJ Waterline (Through Casing)	26	LF	140.20	\$ 3,645.20	26	\$ 3,645.20		\$ -		\$ 3,645.20	100.0%	\$ -
4	12" Valve Assemblies **	16	EA	3,775.00	\$ 60,400.00	16	\$ 60,400.00		\$ -		\$ 60,400.00	100.0%	\$ -
5	12" Anchored Valve Assembly	3	EA	4,855.00	\$ 14,565.00	2	\$ 9,710.00		\$ -	\$ 2,175.32	\$ 11,885.32	81.6%	\$ 2,679.68
6	20" Steel Casing by Open Cut	24	LF	107.85	\$ 2,588.40	24	\$ 2,588.40		\$ -		\$ 2,588.40	100.0%	\$ -
7	Fire Hydrant Assemblies	17	EA	5,285.00	\$ 89,845.00	14	\$ 73,990.00		\$ -	\$ 9,501.53	\$ 83,491.53	92.9%	\$ 6,353.47
8	Air Release Assemblies	2	EA	2,265.00	\$ 4,530.00		\$ -		\$ -	\$ 1,375.79	\$ 1,375.79	30.4%	\$ 3,154.21
9	8" Waterline	288	LF	97.05	\$ 27,950.40	186.65	\$ 18,114.38		\$ -	\$ 1,373.89	\$ 19,488.27	69.7%	\$ 8,462.13
10	8" Waterline by Directional Drill	96	LF	86.25	\$ 8,280.00	96	\$ 8,280.00		\$ -		\$ 8,280.00	100.0%	\$ -
11	8" Valve Assembly **	3	EA	2,480.00	\$ 7,440.00	3	\$ 7,440.00		\$ -		\$ 7,440.00	100.0%	\$ -
12	6" Waterline	288	LF	86.25	\$ 24,840.00	66.2	\$ 5,709.75	26.2	\$ 2,259.75	\$ 2,067.58	\$ 10,037.08	40.4%	\$ 14,802.92
13	6" Valve Assembly	13	EA	1,835.00	\$ 23,855.00	13	\$ 23,855.00		\$ -		\$ 23,855.00	100.0%	\$ -
14	4" Waterline	115	LF	73.35	\$ 8,435.25	59	\$ 4,327.65	40	\$ 2,934.00	\$ 66.90	\$ 7,328.55	86.9%	\$ 1,106.70
15	4" Valve Assembly	4	EA	1,725.00	\$ 6,900.00	4	\$ 6,900.00		\$ -		\$ 6,900.00	100.0%	\$ -
16	12"x12" Tapping Sleeve and Valve	2	EA	8,090.00	\$ 16,180.00	2	\$ 16,180.00		\$ -		\$ 16,180.00	100.0%	\$ -
17	6"x6" Tapping Sleeve and Valve	1	EA	3,775.00	\$ 3,775.00		\$ -		\$ -	\$ 170.92	\$ 170.92	4.5%	\$ 3,604.08
18	Connect to Existing	20	EA	1,615.00	\$ 32,300.00	4	\$ 6,460.00	3	\$ 4,845.00	\$ 2,043.29	\$ 13,348.29	41.3%	\$ 18,951.71
19	Waterline Abandonment	1	LS	3,235.00	\$ 3,235.00		\$ -		\$ -		\$ -		\$ 3,235.00
20	Remove and Replace Pavement	528	LF	53.90	\$ 28,459.20		\$ -		\$ -		\$ -		\$ 28,459.20
21	Remove and Replace Gravel **	1,004	LF	5.05	\$ 5,070.20	905	\$ 4,570.25	24	\$ 121.20		\$ 4,691.45	92.5%	\$ 378.75
22	Service Reconections (Short)	22	EA	1,725.00	\$ 37,950.00		\$ -	3	\$ 5,175.00	\$ 2,700.85	\$ 7,875.85	20.8%	\$ 30,074.15
23	Service Reconections (Long)	47	EA	2,375.00	\$ 111,625.00	2	\$ 4,750.00	22	\$ 52,250.00	\$ 3,171.32	\$ 60,171.32	53.9%	\$ 51,453.68
24	Erosion Control	1	LS	4,315.00	\$ 4,315.00	0.69	\$ 2,977.35	0.18	\$ 776.70		\$ 3,754.05	87.0%	\$ 560.95
25	Site Clearing and Restoration	1	LS	5,390.00	\$ 5,390.00	0.69	\$ 3,719.10	0.18	\$ 970.20		\$ 4,689.30	87.0%	\$ 700.70
CO 2	Install 12" valve provied by city	1	LS	2,198.00	\$ 2,198.00	1	\$ 2,198.00		\$ -		\$ 2,198.00	100.0%	\$ -
		Original Contract Price			\$ 1,575,350.65		\$ 1,304,065.21		\$ 69,331.85	\$ 26,917.90	\$ 1,400,314.96	88.9%	\$ 175,035.69

Stored Material Summary

Contractor's Application

For (contract):	Neodesha 12" Waterline Improvements						Application Number:		14 v1	
Application Period:	08/21/20 to 09/18/20						Application Date:		8/27/2020	
A	B	C	D	E		F		G		H
Invoice No.	Shop Drawing Transmittal No.	Bid Item	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (E + F - G)
				Date (Month/Year)	Amount (\$)	Date (Month/Year)	Amount (\$)	Date (Month/Year)	Amount (\$)	
622307						Jul-19	\$ 18,606.40	8/2019	\$18,606.40	
622326						Jul-19	\$ 2,103.09	9/2019	\$2,103.09	
622435						Jul-19	\$ 3,102.44	9/2019	\$3,102.44	
622569						Aug-19	\$ 90,793.80	12/2019	\$90,793.80	
622570						Aug-19	\$ 50,418.48	2/2020	\$50,418.48	
622608						Aug-19	\$ 11,045.40	2/2020	\$11,045.40	
623910						Aug-19	\$ 259.25	2/2020	\$259.25	
0622570-2						Sep-19	\$ 104,616.64	3/2020	\$104,616.64	
0622570-1						Sep-19	\$ 50,418.48	6/2020	\$50,418.48	
622574						Sep-19	\$ 54,288.36	7/2020	\$54,288.36	
0622575-1						Sep-19	\$ 34,661.10	9/2020	\$21,679.09	\$12,982.01
622575						Aug-19	\$ 11,606.39			\$11,606.39
622577						Sep-19	\$ 2,329.50			\$2,329.50
			Totals				\$ 434,249.33		\$ 407,331.43	\$ 26,917.90

Invoice

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



September 28, 2020
Project No: 180004-005
Invoice No: 522994

Project 180004-005 Neodesha 8 inch Waterline
Neodesha, KS

Professional Services through August 29, 2020

Level 1 02 Final Design

Fee

Total Fee 4,846.00

Percent Complete

65.00 Total Earned 3,149.90

Previous Fee Billing 0.00

Current Fee Billing 3,149.90

Total Fee 3,149.90

Total this Level 1 \$3,149.90

Total Current Invoice \$3,149.90

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

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

Invoice

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



September 28, 2020
Project No: 180004-006
Invoice No: 522995

Project 180004-006 Neodesha WTP VFD Replacement
Neodesha, KS

Professional Services through August 29, 2020

Level 1 07 RPR Services Civil

Professional Personnel

	Hours	Rate	Amount
Project Engineer 4	2.00	130.00	260.00
Totals	2.00		260.00
Total Labor			260.00

Billing Limits

	Current	Prior	To-Date
Total Billings	260.00	1,900.00	2,160.00
Limit			5,350.00
Remaining			3,190.00

Total this Level 1 \$260.00

Total Current Invoice \$260.00

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

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

Invoice

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



September 28, 2020
Project No: 180004-007
Invoice No: 522996

Project 180004-007 Neodesha Additional Services
Neodesha, KS

Professional Services through August 29, 2020

Level 1 14 Easement Prep

Professional Personnel

	Hours	Rate	Amount
Project Engineer 4	20.50	130.00	2,665.00
Project Engineer 2	6.00	115.00	690.00
Totals	26.50		3,355.00
Total Labor			3,355.00

Total this Level 1 \$3,355.00

Total Current Invoice \$3,355.00

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

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

Invoice

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



September 28, 2020
Project No: 180004-011
Invoice No: 522997

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

Professional Services through August 29, 2020

Level 1 03 Bidding

Fee

Total Fee 2,857.00

Percent Complete

45.00 Total Earned

1,285.65

Previous Fee Billing

0.00

Current Fee Billing

1,285.65

Total Fee

1,285.65

Total this Level 1

\$1,285.65

Total Current Invoice

\$1,285.65

Outstanding Invoices

Number	Date	Balance
522607	7/20/2020	1,200.00
Total Outstanding Invoices		1,200.00

Total Due

\$2,485.65

*****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.

Stifel, Nicolaus & Company, Incorporated

One Financial Plaza
Accounting Department - Attn: Christy Baker
501 North Broadway
St. Louis, MO 63102

DATE: September 28, 2020
INVOICE #
MuniBOND Issue Record# 51331 - 8MR
FOR: Municipal Advisory Services

Bill To:

Attn: Ed Truelove
City of Neodesha
1407 N. 8th Street
Neodesha, Kansas 66757

DESCRIPTION	AMOUNT
City of Neodesha General Obligation Bonds - Series 2020-A	
Municipal Advisory Services	\$ 26,250.00
TOTAL	\$ 26,250.00

Make all checks payable to **Stifel, Nicolaus & Company, Incorporated**

If you have any questions concerning this invoice, contact:

David Arteberry
816-203-8733
arteberryd@stifel.com

Wire Instructions are as follows:

Bank of America, New York, N.A.
ABA Routing #: 026009593
Beneficiary: Stifel, Nicolaus & Company, Incorporated
Acct: 4451211211
Attn: Public Finance -- 51331- 8MR
Deal Name: City of Neodesha, Kansas
Attn: Christy Baker, Corporate Accounting



TRIPLETT WOOLF
GARRETSON, LLC

Tax ID 48-1003820
TWGfirm.com

2959 N. Rock Road, Suite 300
Wichita, Kansas 67226

Phone (316) 630-8100
Fax (316) 630-8101

CITY OF NEODESHA, KANSAS
Attn: Stephanie Fyfe, City Clerk
1407 N. 8th - P. O. Box 336
Neodesha, Kansas 66757-0336

September 28, 2020
File No. 14458-12

RE: *\$7,000,000 City of Neodesha, Kansas
General Obligation Bonds, Series 2020*

For professional services rendered as the City's Bond Counsel in connection with the issuance by the City of Neodesha, Kansas for the above-referenced issue, including legal research, preparation of the various Resolutions and Certificates pertaining to the Projects, Bond Ordinance, Bond Resolution, Transcript Certificate, Closing Certificates, and the form of opinion, coordination with the City regarding approval of the Ordinance and Bond Resolution, review of all documents, numerous office and telephone conferences, and rendering of Bond Counsel opinion.

FEES \$43,375.00

EXPENSES*

Bond Printing	\$ 1.94
Copies	65.25
Express Delivery	182.22
Postage	20.90
Transcript Supplies	66.99
Total	<u>\$337.30</u>

TOTAL FEES AND EXPENSES \$43,712.30

* Includes estimate for all final transcript supplies and future expenses. Any credit/shortfall will be credited/billed as appropriate.

**CDBG/USDA GAS LINE GRANT
APPROPRIATION 15
October 14, 2020**

Vendor	Invoice No	Check No	Amount	Description
PEC Engineering	522992	1115	8,740.00	Engineering
PEC Engineering	522993	1115	24,062.16	Engineering
GRAND TOTAL			<u>32,802.16</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Invoice

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



September 28, 2020
Project No: 171291-000
Invoice No: 522992

Project 171291-000 Neodesha Gas Distribution System Improvements
Neodesha, KS

Professional Services through August 29, 2020

Level 1 01 Design Services

Fee

Total Fee 119,900.00

Percent Complete 100.00 Total Earned 119,900.00
Previous Fee Billing 119,900.00
Current Fee Billing 0.00

Total Fee 0.00

Total this Level 1 0.00

Level 1 02 Bidding Services

Fee

Total Fee 7,700.00

Percent Complete 100.00 Total Earned 7,700.00
Previous Fee Billing 7,700.00
Current Fee Billing 0.00

Total Fee 0.00

Total this Level 1 0.00

Level 1 03 CA Services

Fee

Total Fee 43,700.00

Percent Complete 40.00 Total Earned 17,480.00
Previous Fee Billing 8,740.00
Current Fee Billing 8,740.00

Total Fee 8,740.00

Total this Level 1 \$8,740.00

Total Current Invoice \$8,740.00

Project	171291-000	Neodesha Gas Distribution System Impvmts	Invoice	522992
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*****PLEASE NOTE*****

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

Invoice

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



September 28, 2020
Project No: 171291-007
Invoice No: 522993

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

Professional Services through August 29, 2020**Professional Personnel**

	Hours	Rate	Amount	
Project Engineer 4	3.00	130.00	390.00	
Totals	3.00		390.00	
Total Labor				390.00

Consultants

Consultants - Reimbursable			
8/17/2020	T/J Inspection, Inc.	Invoice P111	4,275.00
8/27/2020	T/J Inspection, Inc.	Invoice P112	4,275.00
9/3/2020	T/J Inspection, Inc.	Invoice P113	4,275.00
9/10/2020	T/J Inspection, Inc.	Invoice P114	4,275.00
9/18/2020	T/J Inspection, Inc.	Invoice P115	4,275.00
Total Consultants		1.1 times	21,375.00
			23,512.50

Reimbursable Expenses

Meals - Reimbursable	32.01	
Travel & Subsistence - Reimbursable	127.65	
Total Reimbursables	159.66	159.66

Billing Limits

	Current	Prior	To-Date
Total Billings	24,062.16	53,795.92	77,858.08
Limit			171,300.00
Remaining			93,441.92

Total Current Invoice **\$24,062.16**

*****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.

**CORONAVIRUS RELIEF FUND MEMORANDUM OF AGREEMENT
(FOR COUNTY USE WITH CITIES, TOWNSHIPS, SCHOOL DISTRICTS, WATER
DISTRICTS, AND OTHER PUBLIC ENTITIES)**

This Memorandum of Agreement (“Agreement” or “MOA”) is made by and between the County of Wilson, Kansas (the “County”) and the Awardee indicated below to set out the parties’ mutual understanding as to the use of funds provided by the County to the Awardee.

RECITALS

WHEREAS, The State of Kansas is facing both a public health and economic crisis – the pandemic and public health emergency of COVID-19 – which has resulted in illness, quarantines, school closures, and temporary and permanent closures of businesses resulting in lost wages and financial hardship to Kansas citizens, including citizens in the County; and

WHEREAS, the federal government, pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) created the Coronavirus Relief Fund (“CRF”) and provided moneys to the State of Kansas for expenditures necessary because of the public health emergency, including expenditures to promote public health and education and provide economic support for small businesses and others affected by business interruption; and

WHEREAS, the County passed a Resolution on July 8, 2020 (“the Resolution”) in which it agreed to accept CRF funds from the State and to use and distribute those funds in a manner that complies with the terms of the CARES Act and the Resolution, and the State of Kansas provided the County with CRF funds; and

WHEREAS the Awardee submitted an application and/or request for CRF funds for expenditures necessary due to the public health emergency, that application was approved by the County, and the County seeks to provide CRF funds to the Awardee subject to the terms of this Agreement;

Therefore, the parties understand and agree as follows:

1. CARES Act. The County and Awardee understand and agree that pursuant to the CARES Act, as codified in 42 U.S.C. § 801, CRF funds may only be used for costs that:

- a) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);
- b) were not accounted for in the budget most recently approved as of March 27, 2020; and

- c) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 (the "Covered Period").

2. The Application. Awardee's application and request for CRF Funds, as approved by the County, is attached hereto ("the Application") and incorporated herein. The parties agree that the expenditures described in the Application are necessary due to the public health emergency with respect to COVID-19 and were not expenditures that were included in Awardee's original budget as of March 27, 2020. Awardee agrees that it will use the CRF funds provided under this Agreement in a manner that is substantially consistent with the Application. Awardee further agrees that all such expenditures will comply with all applicable provisions of the CARES Act and any and all reasonable and lawful guidance issued by the United States Department of the Treasury as it relates to use of the CRF funds.

3. Payment. The County will promptly transmit to Awardee the amount of \$63,148.63 for reimbursements (the "CRF Funds") after receipt of this Agreement executed by Awardee.

4. Limitation on Use of Funds. Awardee represents and warrants that the Application does not seek funds for expenses for which the Awardee has already received reimbursement (including insurance) and that it will not use the CRF Funds for any expenditure for which it has received or will receive any other federal funding, including any other funding provided by the CARES Act. If Awardee receives other reimbursement for any expense for which the County has provided CRF Funds to Awardee, Awardee shall repay the County the amount of that expense within fourteen (14) days.

5. Reporting. Awardee acknowledges and agrees that CRF Funds are subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance (2 C.F.R. Part 200), 2.C.F.R. § 200.303 and §§ 200.330 through 200.332 and subpart F and that the applicable Catalog of Federal Domestic Assistance (CFDA) number is 21.019.

6. Expenditures. Awardee shall comply with all of its applicable procurement rules and shall exercise all due care in administering CRF Funds, keeping in mind the nature of the public health emergency and federal restrictions on the use of CRF Funds.

a) Purchases. Awardee shall maintain copies of invoices, purchase orders, receipts and other documentation sufficient to demonstrate the items purchased, their purchase price, date of order and delivery, and the use of the item(s) purchased.

b) Payroll. Awardee shall maintain records that are sufficient to support salary expenditures for any and all individual employees charged to CRF Funds, if any, including documentation indicating demonstrating the duties being performed by that employee for the relevant time period and their relationship to the public health emergency. In accordance with the Application and federal guidance, Awardee shall ensure that no more than 100% of an employee's time is charged to reimbursed programs. Awardee acknowledges that payroll expenditures should be limited to those employees whose

services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

c) Administrative Costs. CRF Funds will not be used for any administrative or overhead costs and will instead be used entirely for direct COVID-19 related costs, except (1) costs specifically related to the administration of CRF funding by subrecipient, and (2) costs for additional personnel or outside contractors hired or contracted for the specific purposes of administering a program utilizing CRF Funds. CRF Funds may not be used for payroll costs for employees whose positions were budgeted as of March 27, 2020.

d) Travel. Costs incurred for travel shall be considered reasonable, allowable, and allocable only to the extent they do not exceed on a daily basis the maximum per diem, lodging, and mileage rates in effect on the day of travel as set forth in travel regulations of the State of Kansas.

7. Record Retention. Awardee shall create, maintain, and preserve sufficient records of its expenditures to demonstrate compliance with the requirements of the CARES Act, and Awardee shall provide such records to the County promptly upon written request by the County. Such records shall be maintained not less than five (5) years after the termination of this agreement.

8. Reporting. Awardee will submit to the County sufficient information regarding its use of the CRF Funds that the County may meet its reporting obligations, including the reporting expectations of the United States Department of the Treasury as set forth in Memoranda OIG-CA-20-021 and OIG-CA-20-025. Awardee's reports will be in the form reasonably requested by the County and shall provide such further information as may be reasonably requested by the County. Awardee shall provide a final report, including an accounting for all expenditures of CRF Funds, on or before the date of expiration of this Agreement.

9. Unspent Funds. Under current law, CRF Funds for which no expenditure is incurred during the Covered Period must be returned to the United States Department of the Treasury. CRF Funds for which no qualified expenditure has been or is planned to be incurred by October 15, 2020, or for which delivery or performance cannot occur before December 30, 2020, shall be returned to the County on or before November 1, 2020.

10. Transparency. All Awardee reports regarding implementation of the Application and use of the CRF Funds under this Agreement will be made publicly available by the County.

11. Termination of Agreement. The County may terminate this Agreement, in whole or in part, if Awardee has failed to comply with the conditions of the Agreement, the Application, or subsequent amendments. In the event of termination by the County, any portion of the CRF Funds not expended or encumbered at the time of termination shall be returned to the County within seven (7) days. If the Agreement is terminated by the County, Awardee shall provide a final report within 45 days after receiving notice of termination.

12. Audit. As provided in 42 U.S.C. § 801(f), the Inspector General of the Department of the Treasury is authorized to determine whether CRF payments have been used for eligible purposes. CRF Fund payments that are deemed to have been used for ineligible purposes are treated as a debt owed to the federal government, and for which the County may be liable to the State of Kansas. Authorized representatives of the County, the State of Kansas, and the Inspector General of the United States Department of the Treasury shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by Awardee pertaining to the administration of this Agreement and the receipt and expenditure of CRF Funds as may be necessary to make audits, examinations, excerpts, and transcripts for a period of five (5) years after the termination of this Agreement. Awardee agrees to be responsible for any debt incurred to the State of Kansas due to ineligible expenditures of CRF Funds.

13. Term. This Agreement shall be in effect through October 15, 2021, but Awardee's obligations set forth in paragraphs 7 (Record Retention) and 12 (Audit) shall continue beyond the termination or expiration of this Agreement.

14. Notice. All notices, demands, requests or other communications which may be required or desired to be given by either party shall be in writing and shall be made by personal delivery or by United States mail, postage prepaid. Notice shall be presumed to have been received within three days of mailing. Notices to Awardee shall be provided to the name and address listed below. Notices to County shall be provided to:

Kris Marple, County Coordinator
Wilson County Courthouse – Room 101
Fredonia, KS 66736

15. Modification. Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable Federal statutes, regulations, or guidance regarding the use of CRF funds, this Agreement shall be deemed to be amended when the statutory requirements for use of CRF funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

16. Representative's Authority to Contract. By signing this contract, the representative of Awardee represents that such person is duly authorized by Awardee to execute this contract on behalf of Awardee and that Awardee agrees to be bound by the provisions thereof.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Jurisdiction and venue for any suit arising out of or related to this Agreement shall be in Kansas district court located in the County.

18. Counterparts. The MOA may be executed in one or more counterparts, each of which shall constitute an original of the MOA, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

19. Certification. By signing below, Awardee's representative certifies that he or she has ready the Awardee's Application, that the information and statements provided in the Application are true and correct to the best of my knowledge, that the expenses and costs identified in the Application are eligible for CRF funds, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document or the Application could subject me to liability under the Kansas False Claims Act and Federal False Claims Act as well as criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and state law.

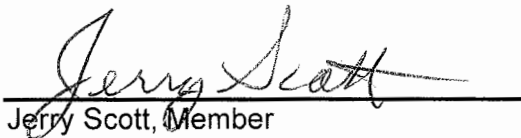
WILSON COUNTY



Casey A. Lair, Chairman



Andrew Miller, Vice Chairman



Jerry Scott, Member

AWARDEE

Signature of Authorized Representative

Printed Name of Awardee

Address

City, State, ZIP

Printed Name of Authorized Representative

Date: 9-18-2020

Date: _____

NOTICE OF AWARD

Date of Issuance: October 1, 2020

Owner: City of Neodesha, KS

Owner's Contract No.:

Engineer: Professional Engineering
Consultants, P.A.

Engineer's Project No.:

35-180004-011-2005

Project: Neodesha Lift Station and Sanitary Sewer Improvements

Contract Name:

Bidder: Tri-Star Utilities, Inc.

Bidder's Address: PO Box 903, Independence, KS 67301

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 29, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Neodesha Lift Station and Sanitary Sewer Improvements

The Contract Price of the awarded Contract is: \$ 1,351,040.00

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents have been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
 - a. Deliver with the executed Contract Documents the certificate of insurance as specified in the General Conditions and Supplementary Conditions.
 - b. Deliver with the executed Contract Documents proof of filing of the Statutory Bond with the Clerk of the District Court.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Neodesha, KS

Authorized Signature

By:

Title:

Copy: Engineer

October 2, 2020

Mr. Ed Truelove, City Administrator
City of Neodesha
1407 N. 8th Street
Neodesha, Kansas 66757

Re: Neodesha Lift Station and Sanitary Sewer Improvements: West Granby Business Park and Wilson Medical Center
PEC Project No. 35-180004-011-2005

Dear Mr. Truelove:

Bids were received and publicly opened for the above referenced project on September 29, 2020. Three bids were received with the apparent low bidder being Tri-Star Utilities, Inc.

After our review of the Contractor's Bid, the low bidder is Tri-Star Utilities, Inc. with a bid of \$1,351,040. We reviewed Tri-Star Utilities bid and believe they are qualified for this project. We have worked with Tri-Star Utilities in the past on utility projects and are confident that the Contractor can complete the work as required.

PEC recommends awarding the subject project to Tri-Star Utilities, Inc., pending USDA approval. Attached to this letter is a copy of the Notice of Award for the City's execution. Please sign the document and provide a copy of the executed document to PEC for distribution to USDA for review/approval.

If you have any questions or comments, please contact me at (316) 206-1394 or by email and Ryan.Glessner@pec1.com.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Ryan W. Glessner, P.E.
Project Engineer

RWG/apg

Enclosed: As Noted

Katy Meckley- Rupert

908 Osage

Neodesha KS 66757

662-420-1938

Katy.l.rupert@gmail.com

To whom it may concern:

I'm writing about my interest in being a board member for the Housing Authority here in Neodesha. My interest in a board position simply rests on wanting to ensure all citizens regardless of income are able to have affordable and fair housing in Neodesha.

I have seen first hand the struggles residents and potential residents have had trying to find housing in Neodesha. I believe serving on the board will both educate myself on housing issues and allow my past experiences and talents to be used to serve our community.

Previous employment has provided experience in working with low income housing residents. I also have experience writing policy, long range goal planning and the role of a board. Currently I'm serving the community in different capacities such as PTO President and Lions Club Vice President, however I don't believe these commitments would take away time from being able to serve on this board.

Please accept my interest as a Housing Authority board member and I appreciate your time and consideration. If you have any questions please feel free to reach out to me by phone 662-420-1938 or email, katy.l.rupert@gmail.com

Thank you,

A handwritten signature in black ink, appearing to read 'Katy Meckley-Rupert', with a long, sweeping horizontal line extending from the end of the signature.

Katy Meckley-Rupert

Janie Steele
518 N 8th St
Neodesha, KS 66757
620-205-8208

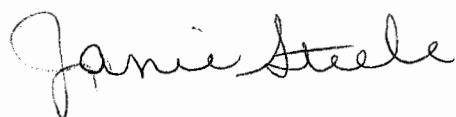
09/03/2020
City of Neodesha
1407 N 8th St.
PO Box 336
Neodesha, KS 66757

Dear Neodesha Housing Authority Board,

I recently read the advertisement in The Derrick for a position on the Neodesha Housing Authority Board. I am writing to express my interest in the listed position. I am a lifetime resident as well as a known landlord and business owner which I believe you could utilize my knowledge and recourses to better the community. I love my city and am very excited to take part in the growth that I know this town deserves.

I look forward to speaking with you about the possibility of joining your team. Feel free to call me anytime at 620-205-8208.

Thank you for your time and consideration,

A handwritten signature in cursive script that reads "Janie Steele". The signature is written in dark ink and is positioned below the typed name "Janie Steele".



31st Judicial District
Community Corrections & Juvenile Services

9 East Main Street, Chanute, Kansas 66720-1843
Phone (620) 431-5725 Fax (620) 431-5729

May 28, 2020

Neodesha City Commission
1407 N. 8th – P.O. Box 336
Neodesha, Kansas 66757

RE: Appointment of Mara Monroy to the 31st Judicial District
Community Corrections and Juvenile Services Advisory Board

Dear City Commissioners:

This letter is to inform you that Mara Monroy's term on the Advisory Board expired on April 20, 2020. I have contacted Mara and she is willing to serve another two-year term.

Although you are free to select anyone you choose, I recommend that you appoint Mara Monroy. Mara is currently interning with Road to Recovery, LLC in Neodesha and is working towards her bachelor's degree in Human Services with emphasis on Addiction Counseling. Mara will serve a two-year term that will begin on April 20, 2020 and expire on April 20, 2022. If this meets your approval, please indicate by return letter.

Please feel free to contact me if you have any questions. Thank you for your time and attention into this matter.

Sincerely,


Troy Smith
Director

TS:pm

2020 CMB LICENSE APPLICANTS

OCTOBER 14, 2020

EL MESCAL

Ivan A. Salazar Antonio