Agenda

City Commission of the City of Neodesha, KS March 11, 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

Item 2: Public Comments

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

- Approval of February 26, 2020 Minutes
- Approval of March 2, 2020 Special Call Minutes
- Appropriation (2020) 04
- Raw Water Bond Project Pay App 67

Item 4: Business Items to Consider

- A. Ordinance: Dangerous Structures, 609 Mill Street
- B. Resolution: Providing Issuance of Temp Notes for Gas Line Project
- C. Approve Wilson County Ambulance Service Agreement
- D. Approve Wilson County Landfill Agreement
- E. Ag Eagle Lease Renewal
- F. BCBS Pathways Grant: Letter of Support
- G. Chronister Timber Ridge Reimbursement
- H. Easter Egg Hunt Donation

Item 5: Date/Time of Next Regular Meeting

Wednesday, March 25, 2020 at 2:00 p.m. - Regular Meeting, City Hall

Item 6: Executive Session: Non-Elected Personnel

Item 7: Adjournment

AGENDA COMMENTS CITY COMMISSION MEETING March 11, 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 Ordinance: Dangerous Structures, 609 Mill Street

The Commission is asked to approve Ordinance 1728 providing authority for the structures located at 609 Mill Street to be demolished and the property to be made safe.

RECOMMENDED MOTION: I move to approve Ordinance 1728, directing the removal of certain dangerous and unsafe structures at 609 Mill Street.

4.B: Resolution: Providing Issuance of Temp Notes for Gas Line Project

On February 18, 2020, the Commission approved Ordinance 1727, establishing the authority to issue temp note financing for the gas line project. For this agenda item, the Commission will welcome Mr. Dave Arteberry, Stifel, Nicolaus & Company, for the approval of Resolution 20-03, authorizing the issue of temp note financing.

RECOMMENDED MOTION: I move to approve Resolution 20-03 as presented.

4.C: Approve Wilson County Ambulance Service Agreement

For this agenda item, the Commission is asked to approve the annual ambulance service agreement with Wilson County. This agreement with the County continues to provide for financial assistance from the County for our ambulance service.

RECOMMENDED MOTION: *I move to approve the ambulance service agreement with Wilson County for 2020.*

4.D: Approve Wilson County Landfill Agreement

For this agenda item, the Commission is asked to approve the 2020 Landfill Agreement with Wilson County. Although this agreement takes effect on January 1st, we just received this document from the County. The Wilson County fee for landfill services remains the same since at least 2014 at \$16,000.

RECOMMENDED MOTION: I move to approve the 2020 Landfill Agreement with Wilson County in the amount of \$16,000.

4.E: Ag Eagle Lease Renewal

The Commission is asked to approve a lease renewal amendment for the Ag Eagle Incubator building.

RECOMMENDED MOTION: I move to approve the extension of the Business Incubator lease with Ag Eagle, with an expiration date of September 15, 2020.

4.F: BCBS Pathways Grant: Letter of Support

Staff has been contacted by Ms. Erica Johnson, requesting that the Commission approve, and sign, a letter of support for the County's Pathways grant application to Blue Cross/Blue Shield.

RECOMMENDED MOTION: I move to approve the letter of support for the Blue Cross/Blue Shield Pathways grant.

4.G: Chronister Timber Ridge Reimbursement

On June 26, 2019, the Commission approved the sale of lots 9 and 10 to Bert and Rochelle Chronister, with a sale price of \$15,000. In accordance with the Ordinance requirements governing the sale of Timber Ridge property, upon completion of the building project, 50% of the sale price shall be reimbursed to the home owner. The Commission is asked to approve a reimbursement of \$7,500 to the Chronister's.

RECOMMENDED MOTION: I move to approve the reimbursement of \$7,500 to Bert and Rochelle Chronister.

4.H: Easter Egg Hunt Donation

Staff has been contacted by representatives of the new Neodesha Area Chamber of Commerce with a request that the City provide a donation for the community Easter egg hunt.

RECOMMENDED MOTION: I move to approve a donation of ______ to the Neodesha Area Chamber of Commerce for the Easter egg hunt.

Neodesha, Kansas February 26, 2020

The Board of Commissioners met in regular session at 2:00 p.m. on Wednesday, February 26, 2020 with Vice-Mayor Moffatt presiding and Commissioner Nichol present. Mayor Johnson was absent.

Commissioner Nichol moved to approve the agenda as presented. Seconded by Vice-Mayor Moffatt. Motion carried.

Commission and Administrator Reports were heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the Consent Agenda consisting of the minutes from the February 11, 2020 Special Call Meeting; the February 12, 2020 Commission Meeting and the February 18, 2020 Special Call Meeting; Appropriation (2020) 03; and Raw Water Bond Project Pay Application 66. Seconded by Vice-Mayor Moffatt. Motion carried.

The Commission welcomed Fire Chief Duane Banzet who officially presented Lindsey Reyes with her EMT Badge.

Administrator Truelove addressed the Commission regarding the approval of a Letter of Engagement with Stifel, Nicolaus & Company, Inc for temp note financing for the gas line project. Discussion held.

Commissioner Nichol moved to approve the letter of engagement with Stifel, Nicolaus & Company, Inc, for financial services related to the gas line project. Seconded by Vice-Mayor Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the renewal of the Get Fit building lease with Wilson Medical Center. Discussion held.

Commissioner Nichol moved to approve the Get Fit building lease with Wilson Medical Center as presented which includes a monthly lease payment of \$750 and the term to be renewed on an annual basis. Seconded by Vice-Mayor Moffatt. Motion carried 2-0 with Commissioner Nichol abstaining due to a possible conflict of interest, he being the spouse of an employee of Wilson Medical Center.

Administrator Truelove addressed the Commission regarding the purchase of video cameras for police department vehicles. Discussion held.

Commissioner Nichol moved to approve the purchase of police vehicle cameras from Kustom Signals, Inc, at a cost not to exceed \$16,110. Seconded by Vice-Mayor Moffatt. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, March 11, 2020 at 2:00 p.m.

At 2:30 p.m. Commissioner Nichol moved to adjourn. Seconded by Vice-Mayor Moffatt. Motion carried.

ATTEST:

JD Moffatt, Vice-Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas March 2, 2020

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Monday, March 2, 2020 at 12:00 noon for the following purposes:

- 1. Approve Master Purchase, License and Services Contract with Landis+Gyr Technology Inc
- 2. Raw Water Project Change Order No 5 Crossland Heavy Contractors
- 3. Approve Purchase of Mowers from Fredonia Outdoor Equipment

The Board of Commissioners met in a Special Call session at 12:00 noon on Monday, March 2, 2020 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Administrator Truelove addressed the Commission regarding the approval of the Master Purchase, License and Services Contract with Landis+Gyr Technology Inc. Discussion held.

Commissioner Moffatt moved to approve the contract with Landis+Gyr Technology Inc for automated metering services, at an initial cost of \$50,000. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding Raw Water Project Change Order No 5 with Crossland Heavy Contractors. Discussion held.

Commissioner Nichol moved to approve Change Order No 5, for the Raw Water Intake Project, at a cost of \$56,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of two mowers from Fredonia Outdoor Equipment, LLC. Discussion held.

Commissioner Moffatt moved to approve the purchase of two mowers from Fredonia Outdoor Equipment, LLC, at a cost not to exceed \$21,211.34. Seconded by Commissioner Nichol. Motion carried.

At 12:25 p.m. Commissioner Moffatt moved to adjourn the meeting. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

ORDINANCE NO 4				3/11/2020
VENDOR	REFERENCE	AMOUNT	CHECK NO	CHECK DATE
ΑΤ&Τ	PHONE CHARGES	223.81	54399	3/11/2020
А Т & Т	FIBER OPTIC SYSTEM	2.67	54400	3/11/2020
BLUBOOTS	UNIFORMS-ELECTRIC DEPT	731.08	54401	3/11/2020
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,218.89	54402	3/11/2020
CINTAS	EYE WASH	68.41	54403	3/11/2020
CORE & MAIN	SUPPLIES	1,875.49	54404	3/11/2020
CULLIGAN OF INDEPENDENCE	MARCH WATER SERVICE	263.63	54405	3/11/2020
F ALLEN MOORHEAD, JR, MD	PRE-EMPLOYMENT PHYSICAL	175.00	54406	3/11/2020
FED EX	SHIPPING CHARGES	30.44	54407	3/11/2020
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL-CITY HALL	269.43	54408	3/11/2020
G & W FOODS	SPECIAL CALL MEETING	17.16	54409	3/11/2020
GERKEN RENT-ALL	SANITATION UNITS	556.20	54410	3/11/2020
HACH COMPANY	LAB SUPPLIES	563.75	54411	3/11/2020
JERI HAMMERSCHMIDT	STRATEGIC INSTITUTE MEETING	13.80	54412	3/11/2020
HASSELMANN'S FLORAL & GIFTS	SYMPATHY PLANT	52.56	54413	3/11/2020
HUGO'S INDUSTRIAL SUPPLY, INC	CAN LINERS, PAPER TOWELS	565.62	54414	3/11/2020
HY-FLO	PW EQUIPMENT MAINTENANCE	275.60	54415	3/11/2020
INDEPENDENCE DAILY REPORTER	CLASSIFIED ADS	261.60	54416	3/11/2020
KANSAS MUNICIPAL ENERGY AGENCY	ANNUAL DUES 2020	787.00	54417	3/11/2020
KANSAS ONE-CALL SYSTEM, INC	FEBRUARY LOCATES	48.00	54418	3/11/2020
KANSAS STATE TREASURER	WMC BOND INTEREST PMT	6,198.75	54419	3/11/2020
LAKELAND OFFICE SYSTEMS	COPIER MAINTENANCE	62.46	54420	3/11/2020
LITTLE BEAR TIRE	TIRES	2,182.00	54421	3/11/2020
LOCKE SUPPLY	ELECTRICAL SUPPLIES	771.73	54422	3/11/2020
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	1,010.13	54423	3/11/2020
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	1,573.86	54424	3/11/2020
MELS PRINTING	BUSINESS CARDS	146.00	54425	3/11/2020
MERLE KELLY FORD, INC	HEAD LAMP COVER	27.33	54426	3/11/2020
MID-AMERICAN RESEARCH CHEMICAL	DEGREASER & SATURATE	502.68	54427	3/11/2020

MIDWEST COMPUTER SALES	IT SERVICES, EQUIPMENT	6,573.96	54428	3/11/2020
MUNICIPAL CODE CORPORATION	SUPPLEMENT PAGES	2,270.13	54429	3/11/2020
NDB NEODESHA	AIRPORT LIABILITY	3,062.00	54430	3/11/2020
NEODESHA DERRICK	PUBLICATIONS	514.00	54431	3/11/2020
NEODESHA ROTARY CLUB	MEMBERSHIP DUES	880.00	54432	3/11/2020
O'MALLEY EQUIPMENT CO	ELECTRIC MAINTENANCE	3,728.71	54433	3/11/2020
MICHAEL OLENHOUSE	REFUND CIVIC CENTER DEPOSIT	200.00	54434	3/11/2020
PENMAC PERSONNEL SERVICES INC	BACKGROUND CHECK	40.00	54435	3/11/2020
PEREGRINE CORPORATION	UNIFORM SHIRT	14.50	54436	3/11/2020
PORTER DRUG STORE	TENNIS ELBOW STRAP GEL PAD	23.95	54437	3/11/2020
PRAIRIE FIRE COFFEE	COFFEE	91.53	54438	3/11/2020
RUSTYS TRUCK REPAIR, LLC	ANNUAL INSPECTION	385.00	54439	3/11/2020
SCHULTE SUPPLY INC	NEPTUNE TRIDENT WATER METER	710.00	54440	3/11/2020
SEK COOP INC	PROPANE	945.00	54441	3/11/2020
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	1,644.94	54442	3/11/2020
STERICYCLE INC	DISPOSAL SERVICE	390.00	54443	3/11/2020
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	165.00	54444	3/11/2020
SUNDOWNER TROPHIES	PLAQUE-TERRY HARPER	25.50	54445	3/11/2020
US CELLULAR	CELL PHONE CHARGES	75.02	54446	3/11/2020
WALMART COMMUNITY BRC	SUPPLIES	77.30	54447	3/11/2020
WESTERN AUTO	KEYS & SUPPLIES	51.04	54448	3/11/2020
WILSON MEDICAL CENTER	FEBRUARY TAX DISTRIBUTION	21,825.96	54449	3/11/2020
WOODS LUMBER COMPANY	SUPPLIES	1,567.01	54450	3/11/2020

****TOTAL****

65,735.63

RAW WATER PROJECT BOND APPROPRIATION 67

March 11, 2020

Vendor	Invoice No	Check No	Amount	Description
Crossland Heavy Contractors	PR 13	1116		Construction
Orr Wyatt Streetscapes	PR 07 v1	1117	67,363.87	Construction
PEC Engineering	521746	1118	13,336.33	Engineering
PEC Engineering	521747	1118	2,099.59	Engineering
PEC Engineering	521748	1118		Engineering
PEC Engineering	521749	1118	2,723.70	Engineering
PEC Engineering	521750	1118		Engineering
PEC Engineering	521751	1118	3,374.50	Engineering
		345		
			l.	
GRAND TOTAL			442,696.74	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

EJCDC	Contractor's Application for	Payment No.	13		
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application 1/24/20 - 02/24/20 Period:	Application Date:	20-Feb-20		
To City of Neodesha (Owner):	From (Contractor): Crossland lleavy Contractors	Via (Engineer):	Professional Engineering Consultants, P.A.		
Project: Neodesha River Intake Improvements	Contract: Neodesha River Intake Improvements				
Owner's Contract No.:	Contractor's Project No.: 18K10WP	Engineer's Project No.:	331-15E65-001-2005		

Application For Payment

	Change Order Summary		
oved Change Orders			1. ORIGINAL CONTRACT PRICE \$\$1,812,031.2
Number	Additions	Deductions	2. Net change by Change Orders \$ \$150,202.2
1	\$12,494.07		3. Current Contract Price (Line 1 ± 2) \$ \$1,962,233.4
2	\$129,186.88	\$22,628,72	4. TOTAL COMPLETED AND STORED TO DATE
3			(Column F total on Progress Estimates) \$ \$1,871,435.
4	\$31,150.00		5. RETAINAGE:
			a. 5% X \$1,870,835.16 Work Completed \$ \$93,541.76
			b. 5% X \$600.00 Stored Material \$ \$30.00
			c. Total Retainage (Line 5.a + Line 5.b) \$ \$93,571.76
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ \$1,777,863.
TOTALS	\$172,830,95	\$22,628,72	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ \$1,430,519.
NET CHANGE BY	\$150,2	107 72	8. AMOUNT DUE THIS APPLICATION \$ \$347,344.0
CHANGE ORDERS	5150,2	:02,23	9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, th (1) All previous progress payments received from Owner on account have been applied on account to discharge Contractor's legitimate of	t of Work done under the Contract	Payment of:	\$347,344,04 (Line 8 or other - attach explanation of the c	other amount)		
with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said W covered by this Application for Payment, will pass to Owner at time		is recommended by:	Hen Aller	2/28/2020		
Liens, security interests, and encumbrances (except such as are cove indemnifying Owner against any such Liens, security interest, or enc (3) All the Work covered by this Application for Payment is in accou-	umbrances); and		(Engineer)	(Date)		
and is not defective.		Payment of:	\$347,344.04			
10 M			(Line 8 or other - attach explanation of the c	other amount)		
		is approved by:				
			(Owner)	(Date)		
Contractor Signature						
By: Stetson Beck Producting Contractor	Date: 2/24/2020	Approved by:				
0100-72/20/20/10 12 07 00-00-00			Funding or Financing Entity (if applicable)	(Date)		

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Progress Estimate - Lump Sum Work

Contractor's Application

or (Contract):	Neodesha River Intake Improvements		×	Application Number:	13				
oplication Period:	1/24/20 - 02/24/20			Application Date:	20-Feb-20	20-Feb-20			
			Work Co	mpleted	E	F		G	
	A	в	С	D	Materials Presently	Total Completed		Balance to Finish	
SOV #	Description	Scheduled Value (\$)	From Previous Application (C-D)	This Period	Stored (not in C or D)	and Stored to Date $(C + D + E)$	% (F / B)	(B - F)	
0	General Expense								
0.1	General Expense	\$146,214.00	\$146,214.00			\$146,214.00	100.0%		
0.2	Bond/Insurance	\$23,110.00	\$23,110.00			\$23,110.00	100.0%		
0.3	Mobilization	\$27,617.00	\$19,808.50			\$19,808,50	71.7%	\$7,808,50	
1	Intake Structure, Suction Piping, Pump Retrieval and Valve Vault, Elec		1						
1,1	03 30 00 Cast-In-Place Concrete	\$210,967.00	\$185,500,00	\$25,467.00		\$210,967.00	100,0%		
1.2	05 00 00 Metals	\$22,522,00	\$3,000.00	\$19,522.00	-	\$22,522.00	100.0%		
1,3	11 33 10 Intake Screen and Air Backwash System	\$70,454,00	\$5,000.00	\$65,454.00		\$70,454,00	100,0%		
1_4	11 34 19 Pre-Fabricated Metal Building	\$61,899.00	\$61,899,00			\$61,899.00	100.0%		
1.5	15 00 00 Mechanical	\$6,619.00	\$6,619.00			\$6,619.00	100.0%		
I_6	26 00 00 Electrical	\$51,656.00	\$44,500.00	\$7,156.00		\$51,656,00	100.0%		
1_7	31 20 00 Earth Moving	\$115,499.00	\$70,000.00	\$40,499.00		\$110,499.00	95.7%	\$5,000.00	
1_8	31 23 19 Dewatering and Drainage	\$444,108.00	\$394,280.85	\$49,827.15		\$444,108.00	100.0%	\$0.00	
1_9	33 11 16 Water Distribution Piping	\$246,470.00	\$39,500,00	\$206,370,00	\$600.00	\$246,470,00	100.0%		
1.10	33 12 16 Valve & Appurtenances	\$40,206.00	\$5,000.00	\$35,206.00		\$40,206.00	100.0%		
1.11	43 21 21 Submersible Column Pumps	\$49,659.00	\$2,500.00	\$40,000.00		\$42,500,00	85.6%	\$7,159,00	
6	Erosion Control								
6.1	01 57 13 Temporary Erosion and Sediment Control	\$10,000.00	\$9,000.00			\$9,000.00	90.0%	\$1,000.00	
7	Site Clearing and Restoration					· · ·			
7.1	31 10 00 Site Clearing	\$3,672.00	\$3,672.00			\$3,672.00	100.0%		
7.2	31 20 00 Earth Moving	\$44,554.00	S8,000.00			58,000.00	18.0%	\$36,554.00	
7.3	32 92 00 Turf and Grasses	\$9,774.00	\$3,200.00			\$3,200.00	32.7%	\$6,574.00	
8	System Control Equipment (SCADA Improvements)							,	
8. I	Advanced Control Solutions	\$85,211,23	\$63,908.43			\$63,908,43	75.0%	S21,302_80	
COl	Contract CO #01	S12,494.07	\$4,708,50	\$7,785,57		\$12,494.07	100.0%		
CO2	Contract CO #02	\$106,558,16	\$106,558.16			\$106,558,16	100,0%		
CO4	Contract CO #04	\$31,150,00	\$4,300.00	\$26,850,00		\$31,150,00	100,0%		
	Totals	\$1,820,413.46	\$1,210,278.44	\$524,136.72	\$600.00	\$1,735,015,16	†	\$85,398,30	

Progress Estimate - Unit Price Work

Contractor's Application

for (Contract):	Neodesha River Intake Improvements							Application Number:	13		
Application Period:	1/24/20 - 02/24/20	E.						Application Date:	20-Feb-20		
	A				В	С	D	E	F		
	Item		Co	ontract Informatio	an	Estimated	Value of Work		Total Completed		
SOV #	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Installed	Installed to Date	Materials Presently Stored (not in C)	and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
2	12" Waterline										
2.1	33 00 00 Utilities	570	LF	\$116.00	\$66,120.00	570	\$66,120.00		\$66,120.00	100.0%	
3	12" Valve Assemblies										
3.1	33 00 00 Utilities	3	EA	\$2,700.00	\$8,100.00	3	\$8,100.00		\$8,100.00	100.0%	
4	Concrete Pavement										
4.1	03 30 00 Cast-In-Place Concrete	70	SY	\$85.00	\$5,950.00	70	\$5,950,00		\$5,950.00	100.0%	
5	Aggregate Surfacing			1							
5.1	31 20 00 Earth Moving	1370	SY	\$45_00	\$61,650.00	1250	\$56,250.00		\$56,250.00	91.2%	\$5,400.00
		-		1							
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	Tutals		1	1	\$141,820.00	1	\$136,420.00	(\$136,420.00	96.2%	\$5,400.00

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Stored Material Summary

Contractor's Application

or (Co	ntract):		Neodesha Rive	r Intake Improvements				Application Number	:	13	
plica	tion Period:		1/24/20 - 02/24	/20				Application Date:	20-Feb-20		
	A	В		С		D	E	Subtotal Amount		G	
		Submittal No.			Stored P	reviously	Ne	Completed and	Incorporated in Work		Materials
Bid Item No.	Supplier Invoice No.	(with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount (\$)	Amount Stored this Month (S)	Stored to Date (D + E)	Date (Month/ Year)	Amount (\$)	Remaining in Storage (S) (D + E - F)
12	201485	05 00 00-1	On-Site	Metal embeds, electrical support structure	1/2019	\$6,040.00		\$6,040.00	2/2020	\$6,040.00	
1.5	68829	15800-2	Sub Shop	Unit Heater	1/2019	\$828.00		\$828.00	10/2019	\$828.00	
1.5	18-1867	15800-1	Sub Shop	Ductless Split System	1/2019	\$2,804.00		\$2,804.00	10/2019	\$2,804.00	
1.1	PSI356864A	03 30 00-3	On-Site	Rebar	1/2019	\$38,733.00		\$38,733.00	2/2020	\$38,733.00	
1.10*	20180920TB3-A	33 12 16-1	On-Site	Gate Valves	2/2019	\$8,615.18		\$8,615.18	2/2019	\$8,615.18	
1.10*	20180920TB3-B	33 12 16-1	On-Sitc	Butterfly, Check, and Air Valves	2/2019	\$28,940.67		\$28,940.67	2/2020	\$28,940.67	
1.9	0603700	33 11 16-3	On-Site	16" DIP	2/2019	\$13,041.60		\$13,041.60	2/2020	\$13,041.60	
1.9	0603838	33 11 16-3	On-Site	Poly Wrap	2/2019	\$245.01		\$245,01	2/2019	S245.01	
1,9	0603872-1	33 11 16-3	On-Site	8x12 Tee and 8 11.25 bends	2/2019	\$4,272.89		\$4,272.89	2/2020	\$4,272.89	
1.9	0603999	33 11 16-3	On-Sitc	Poly Wrap and Tracer Wire	2/2019	\$390.45		\$390,45	2/2020	\$390.45	(
1.9	0604309	33 11 16-3	On-Site	16" MJ GSKT & Bolts	2/2019	\$1,880.76		\$1,880.76	2/2020	\$1,880.76	
1.9	0602894	33 11 16-3	On-Site	Vlave Boxes	2/2019	\$600.00		\$600.00			\$600.00
1.9	0603872	33 11 16-3	On-Site	FLG and MJ Fittings	2/2019	\$48,149.64		\$48,149.64	2/2020	\$48,149,64	
1.9	0605016	33 11 16-3	On-Site	MJ Fitting	2/2019	\$2,840.20		\$2,840.20	2/2020	\$2,840.20	
1.9	0602465	33 11 16-3		FLG and MJ Fittings	2/2019	\$12,384.93		\$12.384.93	12/2019	\$12,384.93	
1.4	19794	11 34 19-1		PEMB Package	2/2019	\$8,848.00		\$8,848.00	2/2019	\$8,848.00	
1.4	EDS0342497	11 34 19-1	Sub Shop	PEMB Door	2/2019	\$1,319.64		\$1,319.64	2/2019	\$1,319.64	
1.3	348932	11 33 10-1		Intake Screens and Air Backwash Compressor	3/2019	\$39,550.00		\$39,550.00	2/2020	\$39,550.00	
COL	GRX000005161	05 00 00-2	On-Site	Solid Grating	8/2019	\$4,879.20		\$4,879.20	2/2020	\$4,879.20	
1.11	5462797	43 21 21-1		Submersible Column Pumps	10/2019	\$37,293.00		\$37,293,00	2/2020	\$37,293.00	
						1					
_											
-				Totals		\$261,656.17		\$261,656.17		\$261,056.17	\$600.00

	Contractor's	Application for	Payment No.	07 v1
	Application Period:	1/17/20 to 02/21/20	Application Date:	2/24/2020
To (Owner): City of Neodesha, KS	From (Contractor):	Orr Wyalt Streetscapes	Via (Engineer):	Professional Engineering Consultants
Project: Neodesha 12" Waterline Improvements	Contract: Neodesha 12" Waterlin	e Improvements		
Owner's Contract No.:	Contractor's Project No.:	198	PEC Project #	35-180004-004-2005

Application For Payment Change Order Summary

	Change Order Summary				
nroved Change Orders			1. ORIGINAL CONTRACT PRICE	s	\$1,560,623.55
Number	Additions	Deductions	2. Net change by Change Orders	s	
			3. Current Contract Price (l.ine 1 ± 2)	s	\$1,560,623.55
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column I on Progress Estimate)	\$	\$992,582.73
			5. RETAINAGE:		
			a. 5% X \$992,582.73 Total Completed and Stored	s	\$49,629.14
			6, AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5¢)	s	\$942,953.60
TOTALS			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	s	\$875,589.73
NET CHANGE BY			8, AMOUNT DUE THIS APPLICATION	s	\$67,363.87
CHANGE ORDERS			9. BALANCE TO FINISH, PLUS RETAINAGE		
S			(Column K on Progress Estimate + Line 5 above)	S	\$568,040.82

Payment of:

Contractor's Certification

yatt Streetscapes

Bv

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 connection with Work covered by prior Applications for Payment; (2) title of all V materials and equipment incorporated in said Work or otherwise listed in or covere Application for Payment will pass to Owner at time of payment free and clear of a security interests and encumbrances (except such as are covered by a Bond acceptation Owner indemnifying Owner against any such Liens, security interest or encumbra and (3) all Work covered by this Application for Payment is in accordance with th Contract Documents and is not defective.

Date:

done under the Contract have obligations incurred in			(Line 8 or other - attach explanation of the o	ther amount)
nent; (2) title of all Work,	is recommended by:		fign flum	2/28/2020
ise listed in or covered by this at free and clear of all Liens,		3	(Engineer)	(Date)
ed by a Bond acceptable to interest or encumbrances);	Payment of:	\$		
n accordance with the			(Line 8 or other - attach explanation of the o	ther amount)
	is approved by:			
			(Owner)	(Date)
Date:	Approved by:	-		
2-26-2020			Funding Agency (if applicable)	(Date)

\$67,363.87

00620-1

Stored Material Summary

Contractor's Application

or (contract):	Neodesha 12" Wa	aterline Improve	ements				Appli	cation Number;		07 v1	
plication Period:	1/17/20 to 02/21/20						Appli	cation Date:		2/24/2020	
Α	B	С	D		E		F			G	Н
Invoice No.	Shop Drawing	Bid Item	Materials Description	Date Date	Previously Amount	Stored	this M	onth Amount	Date	Amount	Materials Remainin in Storage (\$)
Invoice No.	Transmittal No.	Did ttem	Materials Description	(Month/Year)	(\$)	Date (Month/Year)		(5)	(Month/Year)	(\$)	(E + F - G)
622307	Ĩ					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			- AND			Aug-19	\$	259 25	2/2020	\$259.25	
0622570-2						Sep-19	\$	104,616.64	2/2020	\$24,719.08	\$79,897.56
0522570-1						Sep-19	\$	50,418.48	10/2019	\$10,743.94	\$39,674.54
622574						Sep-19	\$	54,288.36	10/2019	\$4,086.04	\$50,202.32
0622575-1						Sep-19	\$	34,661.10	10/2019	\$7,314 63	\$27,346.47
622575	-		18			Aug-19	\$	11,606.39			\$11,606.39
622577						Sep-19	\$	2,329.50			\$2,329.50
					·						
											-7
			Totals				s	434,249.33		S 223,192,55	S 211,056.

Stephanie Fyfe



	City Clerk		TRUITSSIONAL ENGINE
	City of Neodesha	February 25, 2020	
	sfyfe@neodeshaks.org	Project No:	180004-001
		Invoice No:	521746
oiect	180004-001	Neodesha Raw Water Intake	

Project desha Raw Water Intake Neodesha, KS Professional Services through January 25, 2020 Level 1 06 **RPR Services** Professional Personnel Hours Rate Amount Inspector 107.00 95.00 10,925.00 Senior Engineering Technician .50 70.00 35.00 Totals 107.50 10,960.00 **Total Labor** 10,960.00 **Reimbursable Expenses** Per Diem - Reimbursable 378.40 Lodging - Reimbursable 1,269.28 **Total Reimbursables** 1,647.68 1,647.68 12/30/2019 Truck Mileage 87.0 Miles @ 0.65 56.55 Truck Mileage 12/31/2019 78.0 Miles @ 0.65 50.70 1/2/2020 **Truck Mileage** 87.0 Miles @ 0.65 56.55 1/3/2020 **Truck Mileage** 82.0 Miles @ 0.65 53.30 1/6/2020 **Truck Mileage** 87.0 Miles @ 0.65 56.55 1/7/2020 **Truck Mileage** 30.0 Miles @ 0.65 19.50 1/8/2020 Truck Mileage 26.0 Miles @ 0.65 16.90 1/9/2020 Truck Mileage 30.0 Miles @ 0.65 19.50 1/10/2020 **Truck Mileage** 72.0 Miles @ 0.65 46.80 1/13/2020 **Truck Mileage** 83.0 Miles @ 0.65 53.95 1/14/2020 **Truck Mileage** 29.0 Miles @ 0.65 18.85 1/15/2020 Truck Mileage 25.0 Miles @ 0.65 16.25 1/16/2020 **Truck Mileage** 30.0 Miles @ 0.65 19.50 1/17/2020 Truck Mileage 74.0 Miles @ 0.65 48.10 1/20/2020 **Truck Mileage** 84.0 Miles @ 0.65 54.60 1/21/2020 Truck Mileage 34.0 Miles @ 0.65 22.10 1/22/2020 Truck Mileage 51.0 Miles @ 0.65 33.15 1/23/2020 Truck Mileage 56.0 Miles @ 0.65 36.40 1/24/2020 **Truck Mileage** 76.0 Miles @ 0.65 49.40 728.65 728.65

Project	180004-001	Neodesha Raw Water Intake Invoice			e 521746
Billing Lir	nits	Current	Prior	To-Date	2
Total E	Billings	13,336.33	156,076.07	169,412.40	
Lir	nit			179,050.00	
Re	emaining			9,637.60	
			Total this	Level 1	\$13,336.33
			Total Current	Invoice	\$13,336.33

******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.



			Tota	I Current Invoi	ce	\$2,099.59	
41				Total this Level	1	\$2,099.59	
	Total Reim	bursables			79.65	79.65	
Travel & Su	ubsistence - Reim				79.65		
Reimbursable							
			Total Fee			2,019.94	72
			Current Fee Billing		2,019.94		
			Previous Fee Billing	, 1	0,099.70		
Percent Co	mplete	78.00	Total Earned	1	2,119.64		
Total Fee		15,538.00					
Fee							
Level 1	04	Construction Ad	min				
Professional S	Services through	1 January 25, 202	20				
Neodesha, KS							
Project	- 180004-004	Neodesł	na 12 inch Waterline				
				Invoice No:	521747		
sfyfe@	neodeshaks.org			Project No:	180004-0	04	
City of	Neodesha			February 25, 20	20		
City Cl	•				PROFESSION	AL ENGINEERING CONSU	LTANTS, P.A.
Stepha	inie Fyfe					4	

******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.



Stephan City Clar	-				PROFESSIO	INAL ENGINEERING CONSULTANTS, P.A.
-	k leodesha eodeshaks.org			February 25 Project No: Invoice No:	5, 2020 180004- 521748	007
Project	180004-007	Neodesha Ac	ditional Serv	vices		
Neodesha, KS Professional Se	rvices through	n January 25, 2020				
Level 1	05	Design Revisions				
Professional Pe		Design Revisions				
			Hours	Rate	Amount	
Project Engir	neer 3		1.00	120.00	120.00	
Design Tech			.50	95.00	47.50	
9	Totals		1.50		167.50	
	Total Labo	r				167.50
				Total this L	evel 1	\$167.50
Level 1	15	Owner Redesigns				
Professional Pe	rsonnei			-		
- Broject Engin	200r 2		Hours	Rate	Amount	
Project Engir	. Supervisor 4		8.50 9.00	120.00 140.00	1,020.00	
Design Tech	•		9.00 25.50	95.00	1,260.00 2,422.50	
Design reem	Totals		43.00	33.00	4,702.50	
	Total Labo	r	10.00		4,702.00	4,702.50
				Total this Level 1		\$4,702.50
	20	Differing Site Condition				
Professional Pe	rsonnei					
			Hours	Rate	Amount	
Project Engin			2.00	120.00	240.00	
	Totals		2.00		240.00) (
	Total Labo	r				240.00
Consultants						
	Reimbursable					
1/20/2020	•				414.10	
	Total Cons	ultants		1.1 times	414.10	455.51
				Total this Lo	evel 1	\$695.51

Project	180004-007	Neodesha Additional Services	Invoice	521748

Total Current Invoice \$5,565.51

******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.



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

 February 25, 2020

 Project No:
 180004-008

 Invoice No:
 521749

Project Neodesha, KS	180004-008	Neodesh	a SCADA System Improv	vements		
1000 0.000 00 10 100 000	ervices through	n January 25, 202	20			
Level 1 Fee	04	Construction Ad				
Total Fee		7,782.00		S.		
Percent Co	mplete	80.00	Total Earned Previous Fee Billing Current Fee Billing	6,225.60 3,501.90 2,723.70		
			Total Fee		2,723.70	
			Total	this Level 1	\$2,723.70	
			Total Cu	rrent Invoice	\$2,723.70	

******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.

Stephanie Fyfe



City C	lerk				PROFESSIONAL E	NGINEERING CONSULTA	NTS, P.A.
-	f Neodesha			February 25, 2020)		
sfyfe@	Dneodeshaks.org	9		Project No:	180004-010		
				Invoice No:	521750		
Project	180004-010	Neodesh	na SS Extension & L	.S			
Neodesha, KS	6						
Professional	Services throug	h January 25, 202	20				92-01-1-17Tr
Level 1	02	Final Design					
Fee							
Total Fee		22,230.00					
Percent C	omplete	64.00	Total Earned	14,3	227.20		
			Previous Fee Billin	g 13,3	338.00		
			Current Fee Billing	8	889.20		
			Total Fee			889.20	
				Total this Level 1		\$889.20	
			Tota	al Current Invoice		\$889.20	
ε.					******P	LEASE 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.

Stephanie Fyfe



City Clerk	ζ				FRUFESSIUNA	L ENGINEERING CONSULTANTS
City of Ne sfyfe@ne	eodesha odeshaks.org			February 25, 20 Project No: Invoice No:	020 180004-01 521751	2
^P roject Neodesha, KS	180004-012		a 200k Gallon CBD	Water Tower		
Professional Ser	vices through	January 25, 202	<u> </u>			
Level 1 F ee `	02	Final Design				
Total Fee		19,850.00				
Percent Com	olete	67.00	Total Earned Previous Fee Billing Current Fee Billing		13,299.50 9,925.00 3,374.50	
			Total Fee			3,374.50
				Total this Leve	el 1	\$3,374.50
			Tota	I Current Invo	ice	\$3,374.50

******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.

ORDINANCE NO. 1728

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED ON LEGAL DESCRIPTION: LOTS 7 AND 8, BLOCK 81 *AND* COMMENCING AT A POINT 16 FEET NORTH AND 150 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 81, ORIGINAL TOWNSITE OF THE CITY OF NEODESHA, KANSAS, ALSO BEING THE SOUTHWEST CORNER OF LOT 13 OF SAID BLOCK 81, THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 81, THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID BLOCK 81, THENCE SOUTH TO A POINT 16 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13 ALSO OF SAID BLOCK 81 AND 50 FEET EAST OF PLACE OF BEGINNING, THENCE WEST 50 FEET TO PLACE OF BEGINNING, CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 609 MILL, NEODESHA, KANSAS, AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURES, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH STRUCTURE IS LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution 19-10 dated August 28, 2019, that the structure hereinafter described as unsafe and dangerous and did direct the owner of such structure to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structure to be razed and removed, and

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

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

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

Section 1: The enforcing officer is hereby authorized and directed to cause the dwelling located on legal description: LOTS 7 AND 8, BLOCK 81 *AND* COMMENCING AT A POINT 16 FEET NORTH AND 150 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 81, ORIGINAL TOWNSITE OF THE CITY OF NEODESHA, KANSAS, ALSO BEING THE SOUTHWEST CORNER OF LOT 13 OF SAID BLOCK 81, THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 81, THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID BLOCK 81, THENCE SOUTH TO A POINT 16 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13 ALSO OF SAID BLOCK 81 AND 50 FEET EAST OF PLACE OF BEGINNING, THENCE WEST 50 FEET TO PLACE OF BEGINNING, CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 609 MILL, NEODESHA, KANSAS, to be razed and removed and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

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

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

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 11th day of March, 2020.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

RESOLUTION NO. 20-03

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION TEMPORARY NOTES OF THE CITY OF NEODESHA, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT OF \$1,766,000, AS HERETOFORE AUTHORIZED BY ORDINANCE NO. 1727 OF THE CITY, IN ORDER TO PROVIDE FUNDS FOR THE TEMPORARY FINANCING OF THE COSTS OF CONSTRUCTION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY AUTHORIZED BY SAID ORDINANCE; AND PROVIDING THE TERMS, DETAILS, FORM AND CONDITIONS OF SAID GENERAL OBLIGATION TEMPORARY NOTES.

WHEREAS, the governing body of the City of Neodesha, Kansas (the "City") is authorized under the laws of the State of Kansas, to own, operate and maintain a gas utility system and the City has previously acquired, constructed and maintains such a gas utility system (the "Gas Utility System"); and

WHEREAS, pursuant to Article 12, § 5 of the Constitution of the state of Kansas (the "Home Rule Amendment" and Charter Ordinance No. 16 of the City ("Charter Ordinance No. 16"), the City is authorized to issue its general obligation bonds for the purpose of supplying its inhabitants with gas and making certain gas utility improvements, including but not limited to the replacement of the natural gas distribution system and related appurtenances (the "Project"); and

WHEREAS, the City has heretofore, by Ordinance No. 1727 duly adopted February 18, 2020 and published in the official City newspaper as required by law on February 20, 2020, authorized the acquisition, construction and installation of the Project; and

WHEREAS, pursuant to K.S.A. 10-123, the governing body of the City is authorized to issue temporary notes in anticipation of the issuance of general obligation bonds from time to time as funds are needed for orderly construction thereof; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to provide for the issuance of temporary notes of the City pursuant to the authority of the above described Ordinance in the amount of \$1,766,000, which amount does not exceed the total estimated cost of the Project, for the purpose of financing the costs of the Project during the construction thereof, and further to specify the terms, details, form and conditions of the temporary notes.

(A complete copy of the Resolution will be provided at the Commission Meeting)

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made and entered into this 21st day of January, 2020, by and between WILSON COUNTY, KANSAS, hereinafter referred to as the First Party, and the CITY OF NEODESHA, KANSAS, through the Board of Commissioners, hereinafter referred to as the Second Party.

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

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

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

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

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

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

SECOND: The First Party shall pay the sum equal to \$162,800.00 to the Second Party for the operation of ambulance services. The funds shall be used exclusively for the operation of ambulance services. The funds shall be disbursed in twelve (12) equal payments of \$13,566.67.

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

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

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

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

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

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

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

The parties shall give notice in writing prior to July 1, 2020 of their intention not to renew this agreement.

EIGHTH: The term of this agreement shall be for a period of one (1) year, commencing on January 1, 2020, and ending December 31, 2020, and shall be binding upon the successors and assigns of the parties hereto provided. However, this agreement shall not be assigned without the written consent of all parties hereto.

<u>NINTH</u>: Upon termination of this agreement, all ambulances and associated equipment shall be the property of the First Party. Upon receipt of the said property, the First Party shall be liable for the payment of any indebtedness thereon.

FIRST PARTY:

WILSON COUNTY, KANSAS By the Board of County Commissioners

Casey Lair, Chairman

Andrew Miller, Vice Chairman

cott, Member

Attest:

SECOND PARTY:

CITY OF NEODESHA

By the Board of City Commissioners

Devin Johnson, Mayor

J.D. Moffatt, Commissioner

Tom Nichol, Commissioner

Attest:

Rhonda Willard, County Clerk

Stephanie Fyfe, City Clerk

AGREEMENT FOR SOLID WASTE DISPOSAL

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

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

NOW, THEREFORE, THIS AGREEMENT:

1. It is hereby agreed by and between the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, and the CITY COMMISSIONERS OF NEODESHA, KANSAS, that for a period of one (1) year commencing January 1, 2020 and ending at 12:00 midnight on December 31, 2020, THE CITY OF NEODESHA and all residents of said City shall have the right to use said transfer station, in consideration of the payment by the CITY OF NEODESHA of the sum of SIXTEEN THOUSAND DOLLARS (\$16,000).

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

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

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

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

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

WITNESS the hands and seals of the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, and the CITY COMMISSIONERS OF NEODESHA, KANSAS, this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS:

anda

Casey Lair, Chairman

Andrew Miller, Vice Chairman

Jerry Scott, Commissioner

ATTEST:

Devin Johnson, Mayor

CITY COMMISSIONERS

OF NEODESHA, KANSAS:

J.D. Moffatt, Commissioner

Tom Nichol, Commissioner

Rhonda Willard, County Clerk

Stephanie Fyfe, City Clerk

PREPARED BY: Kris Marple County Coordinator

AMENDMENT

Per the provisions set out in Section 2 Term and Rent, and Section 22 Entire Agreement, of the original Incubator Building Lease Agreement between the parties dated August 28, 2015, the below signed parties wish to extend the Term for an additional year.

The new expiration date will be September 15, 2020. The monthly rent shall be \$600,

All other terms of the original agreement shall remain in full force and effect.

CITY OF NEODESHA:

Brett Chilcott

Date

Devin Johnson, Mayor

Date

WITNESSED

TENANT:

Stephanie Fyfe, City Clerk

ATTEST



Neodesha's Annual Easter egg hunt will be held at the NHS stadium again this year April 11th and we are asking businesses to help with sponsorship again alongside the Neodesha Mens Organization and the Neodesha Area Chamber of Commerce. Your sponsorship and/or donation helps provide eggs, candy and most of all PRIZES! Your businesses name will featured on ads and flyers as well as used in announcements the day of the hunt. We appreciate ANY help you can give and can't wait to bring excitement to so many kiddos again this year.

Contact Name:
Contact Phone: Contact Email:
SPONSORSHIP LEVELS
BRONZE: SILVER: GOLD:
\$50 \$100 \$250
DIAMOND: ABOVE \$250
AMOUNT: