

Agenda

City Commission of the City of Neodesha, KS
September 9, 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 August 26, 2020 Minutes
- Approval of September 3, 2020 Special Call Minutes
- Appropriation (2020) 17
- Raw Water Project Bond Appropriation No. 77
- Gas Line Project Appropriation No. 13

Item 4: Business Items to Consider

- A. Ordinance: Authorizing GO Bonds for Water/Sewer Project
- B. Resolution: Bond Resolution; Series 2020
- C. Resolution: USDA Loan Resolution
- D. Water/Sewer Rate Study: Beth Warren – Ranson Financial
- E. Presentation on Dorothy DeLay: Ray Essington
- F. HUD Environmental Review Form: Neodesha Housing Authority
- G. Orr Wyatt Streetscapes: Approve Change Order No 2; Waterline Project
- H. Approve Software & Professional Services Agreement; gWorks
- I. Approve Annual Renewal of Hach Maintenance Agreement
- J. MOU: Neodesha Fire/EMS & KS State Fire Marshall Office
- K. Purchase Flowgrid Gas Regulators for Sub Station
- L. Request for Fireworks Display; Waterworks Amphitheatre

Item 5: Date/Time of Next Regular Meeting

Wednesday, September 23, 2020 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session:

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
September 9, 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: Authorizing GO Bonds for Water/Sewer Project

As the Commission is aware, we are striving for a bond closing date in September, to retire the temp-note financing on our water/sewer projects, so that we can take advantage of the lower interest rate that is currently being offered for our financing of the long-term debt. The interest rate is currently at 1.5%, an interest rate that should save the City approximately \$75,000 in interest payments alone. Therefore, the Commission is asked to approve this bond Ordinance.

RECOMMENDED MOTION: *I move to approve Ordinance 1731, authorizing the issuance of Series 2020 G.O. Bonds in the principal amount of \$7,000,000.*

4.B: Resolution: Bond Resolution; Series 2020

The Commission is asked to approve Resolution 20-11, a Resolution prescribing the form and details of, and authorizing and directing the sale and delivery of the Series 2020 G.O. Bonds in the principal amount of \$7-million dollars.

RECOMMENDED MOTION: *I move to adopt Resolution 20-11 as presented.*

4.C: Resolution: USDA Loan Resolution

This Loan Resolution document, on USDA form RUS Bulletin 1780-27, is required by USDA, and its completion signifies that we understand we are incurring debt to help pay for the water and wastewater improvements. This USDA Loan Resolution, identified as Neodesha Resolution 20-12, shall be incorporated into Resolution 20-11 as Exhibit A.

RECOMMENDED MOTION: *I move to adopt the USDA Loan Resolution, Resolution 20-12, as presented.*

4.D: Water/Sewer Rate Study: Beth Warren – Ranson Financial

The Commission will welcome Beth Warren, Ranson Financial, for a presentation on suggested changes to our water & sewer rates. The discussion on water and sewer rates, and suggestions on changes to our rates, is necessary to ensure that we are prepared to meet our long-term debt for the

water and sewer system improvements. Staff anticipates that the Commission will be presented with a new fee Ordinance no later than the September 23rd Commission meeting.

RECOMMENDED MOTION: N/A

4.E: Presentation on Dorothy DeLay: Ray Essington

The Commission will welcome Mr. Ray Essington for a presentation on Dorothy DeLay, a former Neodesha resident.

RECOMMENDED MOTION: N/A

4.F: HUD Environmental Review Form: Neodesha Housing Authority

For this agenda item, the Commission will welcome Ms. Lynne Estes, Director, Neodesha Housing Authority, and hear her request for the Mayor to sign a HUD-required form for the completion of the environmental review, and obtaining HUD authority to sell the listed property at 220 N. 7th Street.

RECOMMENDED MOTION: *I move to authorize the Mayor to sign the proposed HUD Request for Release of Funds and Certification form, in support of the Neodesha Housing Authority.*

4.G: Orr Wyatt Streetscapes: Approve Change Order No 2; Waterline Project

Please see Change Order No 2 document for a listing of additions and deletions associated with the Change Order. The primary need for this change order is due to the change in linear feet of 12-inch water line, from open trench to underground boring that was necessary to avoid pavement improvements at the Cobalt facility.

RECOMMENDED MOTION: *I move to approve Change Order No 2, from Orr Wyatt Streetscapes, at a cost of \$14,727.10.*

4.H: Approve Software & Professional Services Agreement with gWorks

This software and professional services agreement covers the implementation and interface of the AMR project with our current utility billing and meter reading software programs. The total cost of the implementation is \$2,332. One half of the implementation fee is due upon initial signing of the contract in the amount of \$716. The balance of the other half for implementation and \$405 for prorated Annual License Fee and \$495 for prorated Software Product Support Agreement will be billed to us in October.

RECOMMENDED MOTION: *I move to approve the Software and Professional Services Agreement with gWorks for Third Party Meter Reader Data Management software and related services for the automated meter reading program in an amount not to exceed \$2,332.*

4.I: Approve Annual Renewal of Hach Maintenance Agreement

Staff will brief the Commission on a proposed renewal of our HACH company service agreement for the Water Treatment Plant. The renewal amount for the 2020-2021 service contract is \$7,775. This amount has increased slightly from the previous contract by \$439.

RECOMMENDED MOTION: *I move to approve the renewal of the service agreement with HACH Service Plus in an amount not to exceed \$7,775.*

4.J: MOU: Neodesha Fire/EMS Department and Kansas State Fire Marshall's Office

Staff will brief the Commission on the memorandum of understanding with the Kansas State Fire Marshall's Office. This MOU will replace the existing document declaring our ability to "respond" vs "not to respond" to out of state incidents.

RECOMMENDED MOTION: *I move to approve the Memorandum of Understanding between the Neodesha Fire/EMS Department and the Kansas State Fire Marshall as presented, and authorize Fire Chief Duane Banzet to sign the documentation.*

4.K: Purchase Flowgrid Gas Regulators for Sub Station

Public Works Director Wheeler will brief the Commission on the need for purchasing the new regulator equipment for the gas sub-station.

RECOMMENDED MOTION: *I move to approve the purchase of three Flowgrid gas regulators, from Koons Gas Measurement, at a cost of \$12,620.52.*

4.L: Request for Fireworks Display: Waterworks Amphitheatre

For this agenda item, the Commission is asked to approve a fireworks display, at the site identified as the Waterworks Amphitheatre, on October 10, 2020. Thunder on the Plains will be the shooter, and the event will, once again, be free and open to the public.

RECOMMENDED MOTION: *I move to approve the use of City property, known as the Waterworks Amphitheatre, for a fireworks display on October 10, 2020 pending receipt of an Event Coverage Insurance Certificate.*

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, August 26, 2020 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

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

Commission and Administrator Reports were heard.

Community Development Director report was heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the Consent Agenda consisting of the minutes from the August 12, 2020 Meeting; minutes from the August 17, 2020 Special Call Meeting; minutes from the August 21, 2020 Special Call Meeting; Appropriation (2020) 16; Raw Water Project Bond Appropriation No. 76; and Gas Line Project Appropriation No. 12. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution that was tabled from the August 21, 2020 Special Call Meeting. The Governing Body will consider the language change on the ballot for a Special Election Question, calling for a 1% Sales Tax to be considered November 3, 2020, during the regular election. Discussion held.

RESOLUTION NO. 20-09

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF NEODESHA, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A ONE PERCENT (1%) CITYWIDE RETAILERS' SALES TAX; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

WHEREAS, K.S.A. 12-187 *et seq.*, as amended (the "Act"), authorizes the governing body (the "Governing Body") of the City of Neodesha, Kansas (the "City") to submit to the electors of the City the question of imposing Citywide retailers' sales taxes, which may be in an amount not to exceed two-percent (2%) for general purposes or in an additional amount not to exceed one percent (1%) for special purposes, provided sales taxes for special purposes shall expire not later than ten (10) years from the initial date of collection thereof; and

WHEREAS, the Governing Body hereby further deems it advisable to provide for an additional source of revenue to fund infrastructure projects, including improvements to streets, sidewalks, utilities, and stormwater drainage improvements, provided the electors of the City authorize such sales tax at an election held in the City for such purposes; and

WHEREAS, the Governing Body deems it advisable to provide for the calling of a special question election in the City for the purpose of submitting to the qualified electors of the City the question of imposing a one percent (1%) Citywide retailers' sales tax (the "Sales Tax"); and

WHEREAS, in order to authorize the Sales Tax, it is deemed advisable to call a special question election in the City on November 3, 2020; and

WHEREAS, if approved, the Sales Tax will constitute a sales tax imposed for special purposes, as said term is described in K.S.A. 12-189, as amended.

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

SECTION 1. Public Purpose; Implementation of Sales Tax. It is hereby deemed necessary and advisable and in the best interests of the citizens of the City to authorize and impose the Sales Tax, the revenue from which will be used to fund infrastructure projects, including improvements to streets, sidewalks, utilities and stormwater drainage improvements. Collection of the Sales Tax, if approved by the electors of the City, shall commence on April 1, 2021, or as soon thereafter as permitted by law, and shall terminate or as soon thereafter as permitted by the Act, and to terminate 10 years after its commencement. All proceeds of the Sales Tax shall be applied for the purposes set forth in this *Section 1*; provided, however, in the event that other City funds are required to be utilized for such purposes, such City funds may be reimbursed from the proceeds of the Sales Tax.

SECTION 2. Special Question Election. It is hereby authorized, ordered and directed that a special question election shall be and is hereby called to be held in the City on November 3, 2020, at which time there shall be submitted to the qualified electors of the City the following proposition:

Shall the following be adopted?

Shall the City of Neodesha, Kansas, be authorized to impose a one percent (1.00%) Citywide retailers' sales tax, the revenue from which will be used as follows: 0.50% for improvements to streets and sidewalks; and 0.50% for infrastructure, including utility and stormwater drainage improvements; such sales tax to expire ten (10) years after its commencement; all pursuant to the provisions of K.S.A. 12-187 *et seq.*, as amended?

SECTION 3. Special Question Election Procedures. The vote at said special question election shall be by ballot, and the proposition stated above shall be printed on the ballot, together with voting instructions as provided by law. The City Clerk shall transmit a copy of this Resolution to the Wilson County Clerk to give notice of the special question election as provided by law by publishing a Notice of Special Question Election in substantially the form attached hereto as *Exhibit A* once each week for two (2) consecutive weeks in a

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newspaper of general circulation in the City, with the first publication to be not less than twenty-one (21) days prior to the date of the special question election, and the last publication shall be not more than ninety (90) days prior to the date of the special question election.

SECTION 4. Effective Date. This Resolution shall be effective from and after adoption by the Governing Body.

Commissioner Moffatt moved to approve Resolution No. 20-09 as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a resolution calling for a public hearing, October 14, 2020, in the Commission Chambers, to show cause why the structure located at 906 Church should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure. Discussion held.

RESOLUTION NO. 20-10

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.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 26th day of August, 2020, file with the Governing Body of said City a statement in writing that certain unoccupied structures hereinafter described are unsafe and dangerous;

NOW, THEREFORE, BE IT RESOLVED by the Governing body of the City of Neodesha that a hearing will be held on the 14th day of October, 2020, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 906 Church Street may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published two consecutive times and shall give notice of the aforesaid hearing in the manner provided by law.

Commissioner Nichol moved to approve Resolution No. 20-10 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the Notice of Award for the Water Tower Construction. Discussion held.

Commissioner Moffatt moved to approve the Notice of Award, for the Water Tower Construction Project, to Maguire Iron at a project cost of \$1,171,000, pending USDA approval. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of a phone system upgrade and equipment from Midwest Computer Sales. Discussion held.

Commissioner Nichol moved to approve the quote from Midwest Computer Sales, for phone system upgrades, at a cost not to exceed \$14,659. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding an Engagement Letter for the 2020 Audit from Jarred, Gilmore & Phillips, PA. Discussion held.

Commissioner Moffatt moved to approve the engagement letter with Jarred, Gilmore & Phillips, PA, for completion of the 2020 audit in an amount not to exceed \$9,700. Seconded by Commissioner Nichol. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, September 9, 2020 at 2:00 p.m.

At 3:25 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

/s/ Devin Johnson

Devin Johnson, Mayor

ATTEST:

/s/ Stephanie Fyfe

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
September 2, 2020

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Thursday, September 3, 2020 at 9:30 a.m. for the following purposes:

1. Approve KDOT Grant Application for Rail Spur

The Board of Commissioners met in a Special Call Session on Thursday, September 3, 2020 at 9:30 a.m. with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Administrator Truelove addressed the Commission regarding the approval of a KDOT Grant Application Submission for Rail Spur. Discussion held.

Commissioner Nichol moved to approve the KDOT Grant Application for Rail Spur. Seconded by Commissioner Moffatt. Motion carried.

At 9:45 a.m. Commissioner Moffatt moved to adjourn the meeting. Seconded by Commissioner Nichol. Meeting adjourned.

ATTEST:

Devin Johnson, Mayor

Rhonda Howell, Assistant City Clerk

APPROPRIATIONS REPORT

ORDINANCE 17	9/9/2020
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<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	FIBER OPTIC SYSTEM	761.98	67610	9/9/2020
ACTION COMMUNICATIONS	PD SUPPLIES	823.90	67611	9/9/2020
BEACHNER GRAIN INC	WEEDKILLER	62.50	67612	9/9/2020
BORDER STATES INDUSTRIES INC	AUTOMATED METERING	225,619.19	67613	9/9/2020
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	739.77	67614	9/9/2020
BERT CHRONISTER	CURBING PROJECT REFUND	3,000.00	67615	9/9/2020
CLEAVER FARM & HOME	SUPPLIES	49.96	67616	9/9/2020
COFFEYVILLE JOURNAL	CLASSIFIED ADS	123.00	67617	9/9/2020
CORE & MAIN	SUPPLIES	1,099.72	67618	9/9/2020
CULLIGAN OF INDEPENDENCE	SEPTEMBER WATER SERVICE	239.52	67619	9/9/2020
ELECTRICOMM, INC	METER CABINET	3,884.30	67620	9/9/2020
G & W FOODS	POOL CONCESSIONS	314.44	67622	9/9/2020
GERKEN RENT-ALL	SANITATION UNITS	626.40	67623	9/9/2020
GWORKS	REMOTE IMPLEMENT OF MRDM	716.00	67624	9/9/2020
HACH COMPANY	ANNUAL SERVICE AGREEMENT	7,775.00	67625	9/9/2020
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING/OFFICE SUPPLIES	424.97	67626	9/9/2020
INDEPENDENCE DAILY REPORTER	CLASSIFIED ADS	924.00	67627	9/9/2020
INTOUCH COMMUNICATIONS	CELL PHONE UPGRADES	435.81	67628	9/9/2020
KANSAS ONE-CALL SYSTEM, INC	AUGUST LOCATES	171.60	67629	9/9/2020
LAKELAND OFFICE SYSTEMS	COPIER MAINTENANCE	120.48	67630	9/9/2020
LOCKE SUPPLY	LATE FEE	14.52	67631	9/9/2020
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	1,280.91	67632	9/9/2020
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,893.16	67633	9/9/2020
MELS PRINTING	STAMPS	91.56	67634	9/9/2020
MERIDIAN ANALYTICAL LABS LLC	WASTE WATER ANALYSIS	310.05	67635	9/9/2020
MIDWEST COMPUTER SALES	METERING SETUP	2,598.20	67636	9/9/2020
NDB NEODESHA	INS INSTALLMENT 5 OF 6	23,276.00	67639	9/9/2020
NEODESHA ANIMAL CARE CLINIC	KENNEL INSPECTION FEE	80.00	67640	9/9/2020
NEODESHA AUTO SUPPLY	BATTERY	394.45	67642	9/9/2020

NEODESHA DERRICK	PUBLICATIONS	400.50	67643	9/9/2020
NEW BOSTON CREATIVE GROUP LLC	ANNUAL WEB HOSTING	375.00	67644	9/9/2020
O'MALLEY EQUIPMENT CO	SEAL	21.62	67645	9/9/2020
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	1,543.48	67646	9/9/2020
PITNEY BOWES	POSTAGE MACHINE LEASE	757.74	67647	9/9/2020
PORTER DRUG STORE	RX	182.10	67648	9/9/2020
PRAIRIE FIRE COFFEE	COFFEE SERVICE	142.40	67649	9/9/2020
PROTECTIVE EQUIPMENT TESTING L	EQUIPMENT TESTING	2,881.50	67650	9/9/2020
QUALITY MOTORS	REAR VIEW GLASS ASSEMBLY	82.77	67651	9/9/2020
QUILL CORPORATION	OFFICE SUPPLIES	55.65	67652	9/9/2020
ROMANS OUTDOOR POWER	BELTS	77.95	67653	9/9/2020
SHERWIN WILLIAMS INDEPENDENCE	PAINT/SUPPLIES	379.83	67654	9/9/2020
SOCKET TELECOMM LLC	PHONE CHARGES	308.67	67655	9/9/2020
SOUTHEAST KANSAS LIVING	FALL ADVERTISING	50.00	67656	9/9/2020
STANION WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	6,461.54	67657	9/9/2020
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	165.00	67658	9/9/2020
THOMPSON BROTHERS SUPPLY INC	OXYGEN,CYLINDER LEASE RENEWAL	978.95	67659	9/9/2020
TRUCK CENTER COMPANIES	RADIATOR DRAIN	57.40	67660	9/9/2020
UNIFIRST CORPORATION	UNIFORM SERVICE	3,083.53	67661	9/9/2020
US CELLULAR	CELL PHONE CHARGES	510.33	67662	9/9/2020
US POST OFFICE	PRESORT MAILING FEE	240.00	67663	9/9/2020
UTILITY CONSULTANTS INC	PRE EMPLOYMENT TEST	95.00	67664	9/9/2020
VALNET TELECOMMUNICATIONS	STANDARD WEB HOSTING	19.95	67665	9/9/2020
WESTAR ENERGY	STREETLIGHTS @ OTTAWA	107.76	67666	9/9/2020
WESTERN AUTO	SUPPLIES	233.97	67667	9/9/2020
WILSON COUNTY REGISTER OF DEED	FAXED COPIES	2.00	67668	9/9/2020
WILSON MEDICAL CENTER	AUGUST TAX DISTRIBUTION	26,311.15	67669	9/9/2020
WOODS LUMBER COMPANY	SUPPLIES	356.24	67670	9/9/2020
SPARKLIGHT	INTERNET SERVICE	136.39	67439	8/31/2020
EVERGY	AIRPORT LIGHTS	78.39	67440	8/31/2020
WEX BANK	SUPPLIES	5,074.30	67441	8/31/2020
LITTLE BEAR TRADING	SPECIAL CALL MEETING	100.00	67442	8/31/2020
WILSON COUNTY REGISTER OF DEED	FILING FEES	42.00	67443	8/31/2020
RURAL WATER DISTRICT 4	AIRPORT WATER	27.16	67444	8/31/2020

SPARKLIGHT	INTERNET SERVICE	147.19	67445	8/31/2020
SOCKET TELECOMM LLC	PHONE CHARGES	306.38	67516	8/31/2020
VISA	SUPPLIES	2,857.40	67517	8/31/2020
CASH	EMPLOYEE BIRTHDAYS	40.00	67518	8/31/2020
WILSON COUNTY REGISTER OF DEED	FILING FEES	21.00	67519	8/31/2020
LITTLE BEAR TRADING	SPECIAL CALL MEETING	100.00	67520	8/31/2020
NAVAL SURFACE WARFARE CENTER	NIGHT VISION POCKETSCOPE	600.00	67521	8/31/2020
CONSTELLATION NEWENERGY	JULY BILLING	4,028.98	67522	8/31/2020
KACM-DEANA SCOTT	MEMBERSHIP DUES	100.00	67523	8/31/2020
US POST OFFICE	AUGUST UTILITY BILLING	306.05	67524	8/31/2020
TEXAS DEPT OF PUBLIC SAFETY	DRIVER RECORD	10.00	67525	8/31/2020

****TOTAL****

338,708.66

September 9, 2020

Vendor	Invoice No	Check No	Amount	Description
PEC Engineering	522800	1208	1,797.00	Engineering
PEC Engineering	522801	1208	1,300.00	Engineering
PEC Engineering	522802	1208	1,846.22	Engineering
GRAND TOTAL			4,943.22	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Invoice

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



August 26, 2020
Project No: 180004-002
Invoice No: 522800

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

Professional Services through July 25, 2020

Level 1 01 Preliminary Design

Fee

Total Fee 2,400.00

Percent Complete	100.00	Total Earned	2,400.00
		Previous Fee Billing	1,008.00
		Current Fee Billing	1,392.00

Total Fee 1,392.00

7/1/2020	GPS Equipment	1.0 Hour @ 50.00	50.00	
7/1/2020	Robotic Total Station	4.5 Hours @ 50.00	225.00	
7/1/2020	Truck Mileage	200.0 Miles @ 0.65	130.00	
			405.00	405.00

Total this Level 1 \$1,797.00

Total Current Invoice \$1,797.00

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

Total Due includes Current and Outstanding Invoices.

Payment Terms are Net 30 days

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

Invoice

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



August 26, 2020
Project No: 180004-006
Invoice No: 522801

Project 180004-006 Neodesha WTP VFD Replacement
Neodesha, KS

Professional Services through July 25, 2020

Level 1 07 RPR Services Civil

Professional Personnel

	Hours	Rate	Amount
Project Engineer 4	10.00	130.00	1,300.00
Totals	10.00		1,300.00
Total Labor			1,300.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,300.00	600.00	1,900.00
Limit			5,350.00
Remaining			3,450.00

Total this Level 1 \$1,300.00

Total Current Invoice \$1,300.00

*****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



August 26, 2020
Project No: 180004-012
Invoice No: 522802

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

Professional Services through July 25, 2020

Level 1 03 Bidding

Fee

Total Fee 3,000.00

Percent Complete	60.00	Total Earned	1,800.00
		Previous Fee Billing	0.00
		Current Fee Billing	1,800.00

Total Fee 1,800.00

Reimbursable Expenses

Client Expenses - Reimbursable	46.22	
Total Reimbursables	46.22	46.22

Total this Level 1 \$1,846.22

Total Current Invoice \$1,846.22

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

Total due "may" include current and outstanding invoices.

Payment Terms are Net 30 days

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

CDBG/USDA GAS LINE GRANT
APPROPRIATION 13
September 9, 2020

Vendor	Invoice No	Check No	Amount	Description
Forsythe Heating & Electric	10337	1110	828.52	Construction
Forsythe Heating & Electric	10338	1110	260.36	Construction
Forsythe Heating & Electric	10343	1110	314.47	Construction
PEC Engineering	522799	1111	24,300.45	Engineering
Ranson Financial	920	1112	2,500.00	Administration
GRAND TOTAL			<u><u>28,203.80</u></u>	

Approved the day above written.

 Devin Johnson, Mayor

Attest

 Stephanie Fyfe, City Clerk

Invoice

Forsythe Heating & Electric, LLC
4752 Quail Road
Neodesha, Ks. 66757
Lanny Forsythe-Owner

Date: 08/27/2020
Invoice No.: 10337
Due Date: 09/06/2020
Customer PO GAS LINE
No.: PROJECT

Bill To:
CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

Qty	Description	Unit Price	TAX %	Total
4	LABOR TO HOOK UP GAS LINE-CARL STRATEMEIR HOME-24 CENTURY PARKWAY	\$135.00	0%	\$540.00
21	1" BLK PIPE	\$2.10	0%	\$44.10
6	PLUMBERS STRAP	\$0.50	0%	\$3.00
2	1" FLASHGUARD END	\$64.73	0%	\$129.46
1	1" FLASHGUARD FLOOR CONNECTOR	\$50.73	0%	\$50.73
12	BARN SCREWS	\$0.15	0%	\$1.80
1	1" BLK TEE	\$9.38	0%	\$9.38
1	1" BLK ST. 90	\$9.06	0%	\$9.06
1	1X1 1/2 BLK BELL	\$6.98	0%	\$6.98
1	1" BLK UNION	\$17.48	0%	\$17.48
1	1X6 BLK NIPPLE	\$5.48	0%	\$5.48
1	1X4 BLK NIPPLE	\$2.19	0%	\$2.19
1	1" BLK CAP	\$4.28	0%	\$4.28
1	1" BLK PLUG	\$4.58	0%	\$4.58

Total \$828.52

Balance Due \$828.52

GAS LINE PROJECT-24 CENTURY PARKWAY-STRATEMEIER HOME

Thank you for your business.

Invoice

Forsythe Heating & Electric, LLC
4752 Quail Road
Neodesha, Ks. 66757
Lanny Forsythe-Owner

Date: 08/27/2020
Invoice No.: 10338
Due Date: 09/06/2020
Customer PO No.: GAS LINE
PROJECT

Bill To:
CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

Qty	Description	Unit Price	TAX %	Total
1.5	LABOR TO INSTALL NEW GAS LINE-VICKI TOMLINSON-1215 N. 9TH	\$135.00	0%	\$202.50
2	1" BLK PIPE	\$2.10	0%	\$4.20
1	1" CAP	\$4.28	0%	\$4.28
1	1" TEE	\$9.52	0%	\$9.52
1	1" 90	\$4.63	0%	\$4.63
1	1X5 BLK NIPPLE	\$4.64	0%	\$4.64
1	CAULKING	\$6.00	0%	\$6.00
1	SAWZALL BLADE	\$3.99	0%	\$3.99
1	1" CLOSE NIPS	\$3.15	0%	\$3.15
1	1" UNION	\$17.45	0%	\$17.45

Total \$260.36

Balance Due \$260.36

GAS LINE PROJECT-1215 N. 9TH-VICKI TOMLINSON

Thank you for your business.

Invoice

Forsythe Heating & Electric, LLC
4752 Quail Road
Neodesha, Ks. 66757
Lanny Forsythe-Owner

Date: 08/28/2020
Invoice No.: 10343
Due Date: 09/07/2020
Customer PO GAS LINE
No.: PROJECT

Bill To:
CITY OF NEODESHA
PO BOX 336
NEODESHA, KS. 66757

Qty	Description	Unit Price	TAX %	Total
1	LABOR TO INSTALL NEW GAS LINE-JOSH HUBBELL HOME-1219 N. 4TH	\$135.00	0%	\$135.00
1	3/4 BLK TEE	\$8.44	0%	\$8.44
1	3/4 BLK UNION	\$15.95	0%	\$15.95
1	3/4 X1 BELL REDUCER	\$9.30	0%	\$9.30
2	3/4X3 BLK NIPPLE	\$3.15	0%	\$6.30
1	RECTORSEAL	\$2.00	0%	\$2.00
2	GASTITE ENDS	\$67.74	0%	\$135.48
2	1/2 PLUM STRAP	\$0.25	0%	\$0.50
6	TOREX SCREWS	\$0.25	0%	\$1.50

Total \$314.47

Balance Due \$314.47

GAS LINE PROJECT-1219 N. 4TH-JOSH HUBBELL

Thank you for your business.

Invoice

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



August 26, 2020
Project No: 171291-007
Invoice No: 522799

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

Professional Services through July 25, 2020**Professional Personnel**

	Hours	Rate	Amount	
Project Engineer 4	4.00	130.00	520.00	
Production Assistant	2.25	70.00	157.50	
Totals	6.25		677.50	
Total Labor				677.50

Consultants

Consultants - Reimbursable				
7/15/2020	T/J Inspection, Inc.	Invoice P106	4,275.00	
7/23/2020	T/J Inspection, Inc.	Invoice P107	4,275.00	
8/7/2020	T/J Inspection, Inc.	Invoice P108	4,275.00	
8/7/2020	T/J Inspection, Inc.	Invoice P109	4,275.00	
8/7/2020	T/J Inspection, Inc.	Invoice P110	4,275.00	
Total Consultants		1.1 times	21,375.00	23,512.50

Reimbursable Expenses

Meals - Reimbursable	23.87	
Travel & Subsistence - Reimbursable	86.58	
Total Reimbursables	110.45	110.45

Billing Limits

	Current	Prior	To-Date
Total Billings	24,300.45	29,495.47	53,795.92
Limit			171,300.00
Remaining			117,504.08

Total Current Invoice **\$24,300.45**

*****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.

From: Libby Kleeman <libbykleeman@ransonfinancial.com>

Sent: Saturday, September 5, 2020 4:59:06 PM

To: sfyfe@neodeshaks.org <sfyfe@neodeshaks.org>

Cc: Larry Kleeman <larry@citycode.com>; Rose Mary Saunders <rsaunders@ransonfinancial.com>

Subject: Invoice 920 from Ranson Financial Group LLC

Ranson Financial Group LLC

Invoice

920

Amount Due: **\$2,500.00**

Dear Stephanie:

Your invoice-920 for 2,500.00 for the city's grant administration is attached.
Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,
Ranson Financial Group LLC

(316) 264-3400
www.ransonfinancial.com

(Published in *The Neodesha Derrick* on September 17, 2020)

ORDINANCE NO. 1731

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS, AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2020, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,000,000, FOR THE PURPOSE OF FINANCING THE COSTS OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS TO THE CITY'S WATER SYSTEM AND SEWER SYSTEM; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the governing body of the City of Neodesha, Kansas (the "City"), pursuant to Ordinance No. 1622, as amended by Ordinance No. 1704 and Ordinance No. 1705, has previously (i) determined it necessary and advisable to acquire, construct, replace and install improvements to the City's water system including water line improvements, plant intake structures and improvements to the water treatment plant, together with all necessary appurtenances therefor and thereto; repair the Fall River dam; upgrade the existing Little Bear elevated storage tank; construct a new 200,000 gallon elevated water storage tank; replace existing motors with Variable Frequency Drive (VFD); and upgrade the SCADA computer system that monitors and runs the water treatment plant (the "Water Project"), (ii) determined it necessary and advisable to acquire and install sanitary sewer lines, extensions and lift stations for the City's wastewater treatment facilities (the "Sewer Project"), and (iii) declared its intention to issue general obligation bonds of the City in order to pay a portion of the costs thereof, pursuant to K.S.A. 65-162a *et seq.*, as amended and supplemented (the "Water Act") and K.S.A. 12-617 *et seq.*, as amended and supplemented (the "Sewer Act"); and

WHEREAS, the governing body of the City has authorized the payment of the costs of the Water Project and Sewer Project (collectively, the "Project") in part from (i) proceeds of the City's general obligation bonds, which general obligation bonds will evidence the obligation of the City to repay Federal Aid from the United States of America acting through Rural Development United States Department of Agriculture, its successor and assigns (the "Federal Agency") in amount not to exceed \$7,000,000, and (ii) the proceeds of an Emergency Community Water Assistance Grant made through Rural Development United States Department of Agriculture, in the amount of \$1,000,000; and

WHEREAS, the governing body determines it necessary and appropriate to authorize and provide for the issuance of such general obligation bonds for the purpose of providing the necessary funds for the purposes described; and to specify the terms, details, form and conditions of the general obligation bonds.

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

SECTION 1. Authorization of the Bonds. General Obligation Bonds, Series 2020, of the City in the total principal amount of Seven Million Dollars (\$7,000,000) (the “Bonds”) are authorized to be issued for the purpose of providing funds to pay a portion of the costs of acquiring, constructing and installing the Project described above. The Bonds shall be issued pursuant to the Water Act and Sewer Act (both as described above) in the manner and in conformance with K.S.A. 10-101 *et seq.* (the “Bond Act”).

The City shall sell and the United States of America acting through Rural Development, United States Department of Agriculture, its successor and assigns, shall purchase the Bonds for a price equal to the principal amount of the Bonds, plus accrued interest from the dated date of the Bonds to the date the Bonds are issued, if any. The Bonds shall evidence the City’s obligation to repay the Federal Aid to the Federal Agency.

SECTION 2. Security for the Bonds. The Bonds are general obligations of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally become due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same become due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment.

SECTION 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution hereinafter adopted by the governing body of the City (the “Resolution”).

SECTION 4. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the “Paying Agent”). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Agent, dated as of September 28, 2020 (the “Issuer/Agent Agreement”). The form and text of the Issuer/Agent Agreement are approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein to be performed by and on behalf of the City are hereby declared to be the covenants, duties and responsibilities of the City as though fully set forth at this place. The Mayor and City Clerk are authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City. The Issuer/Agent Agreement is incorporated in and made a part of this Ordinance as though fully set forth at this place; provided however, the inclusion of the Issuer/Agent Agreement in the publication of this Ordinance shall not be required.

SECTION 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the

Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Series 2020 Principal and Interest Account as defined in the Resolution.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

SECTION 6. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, no use will be made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 7. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

SECTION 8. Further Authority. The City and its officers, agents and employees are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with this Ordinance and to give effect to the transactions contemplated hereby, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 9. Severability. If any provision of this Ordinance shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 10. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

SECTION 11. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City's official newspaper.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas
on September 9, 2020.

CITY OF NEODESHA, KANSAS

[seal]

By _____
Devin Johnson, Mayor

ATTEST:

By _____
Stephanie Fyfe, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Neodesha, Kansas met in special session, at the usual meeting place in said City on September 9, 2020 at 2:00 p.m., with the Mayor Devin Johnson presiding, and the following members of the governing body present:

and the following members absent:

Thereupon, there was presented to the governing body an Ordinance entitled:

AN ORDINANCE OF THE CITY OF NEODESHA, KANSAS, AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2020, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,000,000, FOR THE PURPOSE OF FINANCING THE COSTS OF ACQUIRING AND CONSTRUCTING IMPROVEMENTS TO THE CITY'S WATER SYSTEM AND SEWER SYSTEM; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, the Ordinance was considered and discussed, and upon the motion of _____, seconded by _____, the Ordinance was adopted by a majority vote of the governing body, it was given No. 1731 and was directed to be signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to publish the Ordinance one time in the City's official newspaper as required by law and as provided therein.

Thereupon, and among other business, there was presented to the governing body a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2020, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$7,000,000, OF THE CITY OF NEODESHA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1731 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, the Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of all members present.

Thereupon, the Resolution having been adopted by a majority vote of the members of the governing body, it was given No. 20-11 and was directed to be signed by the Mayor and attested by the City Clerk.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of Minutes of the
September 9, 2020 meeting of the governing body of the City of Neodesha, Kansas.

[seal]

Stephanie Fyfe, City Clerk

RESOLUTION NO. 20-11

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2020, IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$7,000,000, OF THE CITY OF NEODESHA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1731 OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the governing body of the City of Neodesha, Kansas (the “City”) has adopted Ordinance No. 1731 (the “Bond Ordinance”) authorizing the issuance of the City’s General Obligation Bonds, Series 2020 (the “Bonds”); and

WHEREAS, the Bond Ordinance authorized the governing body of the City to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

SECTION 1. Authority for Bonds; Security.

(A) The Bonds are authorized and directed to be issued by the Bond Ordinance in the principal amount of and for the purposes described in the Bond Ordinance. In all matters relating to the issuance, registration and delivery of the Bonds, the City will comply with the provisions, requirements and restrictions of K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the “Bond Act”).

(B) The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same severally becomes due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same becomes due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payment. When received, the proceeds derived from the aforesaid taxes shall be deposited into the Series 2020 Principal and Interest Account hereinafter created by this Resolution; provided, that if at any time the amount in the Series 2020 Principal and Interest Account shall be insufficient to make the payments of the principal of and the interest on the Bonds when required because of an untimely collection and/or receipt of said taxes, the City Clerk is authorized to transfer from the City’s general funds to the Series 2020 Principal and Interest Account hereinafter created, the amount required for such payments and to then reimburse the City’s general funds for such expended amounts immediately upon the collection and receipt of said taxes.

SECTION 2. Details of Bonds; Amortization Schedule; Payment of Principal and Interest. The Bonds shall be issued as one single fully registered, certificated bond, without coupons, in the original denomination of \$7,000,000, or may thereafter be issued in any denomination which is equal to the then outstanding principal amount of the Bonds. The Bonds shall be designated "City of Neodesha, Kansas, General Obligation Bonds, Series 2020", and shall be dated as of the date the Bonds are delivered (the "Dated Date"), and the principal of the Bonds shall mature in annual installments in the years and in the amounts set forth on the Amortization Schedule attached to this Resolution as **Schedule I** (the "Principal Payment Dates"). Interest shall accrue on the Bonds at the rate of 1.50% per annum (the "Rate of Interest") on the outstanding principal of the Bonds (calculated on the basis of a 365-day calendar year). Interest on the Bonds shall be payable in annual installments commencing September 28, 2021 (the "Interest Payment Dates"), and continuing until the principal amount of the Bonds is fully paid or provision made for such payment.

The Amortization Schedule as shown on **Schedule I** is incorporated in this Resolution by this reference as though fully set forth here and is authorized and directed to be printed on the Bonds.

The principal of and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent mailed to the owner of the Bonds (the "Owner") at its address shown on the books of the Bond Registrar (the "Registration Books") as of the fifteenth (15th) day of the month prior to a payment date (the "Record Date"), notwithstanding the foregoing, so long as USDA is owner of the Bonds, all payments of principal and interest on the Bonds payable on any Payment Date (hereinafter defined) shall be made by pre-authorized debit or similar banking means, or such other manner as from time to time specified by the USDA. Upon the full and final payment of all the outstanding principal of the Bonds and all interest thereon, whether at final maturity or on earlier redemption as provided by this Resolution, the Owner shall be required to surrender the Bond to the Paying Agent for cancellation as required by law.

In any case where a Principal Payment Date or an Interest Payment Date (collectively a "Payment Date") occurs on a date which is, a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State of Kansas and on which the Paying Agent is scheduled in the normal course of its operations to not be open to the public for conduct of its operations, then the payment of such principal or interest need not be made on such Payment Date, but may be made on the next succeeding business day with the same force and effect as if made on the applicable Payment Date, and no interest shall accrue for the period after such scheduled Payment Date.

SECTION 3. Redemption of Bonds.

(A) Optional Redemption. At the option of the City, the Bonds are subject to redemption, in whole or in part, on any date selected by the City (the "Redemption Date"), at a redemption price equal to 100% of the principal of the Bonds so redeemed plus all accrued and unpaid interest on such Principal Amount so redeemed to the Redemption Date.

(B) Redemption Upon Graduation. The City hereby acknowledges the provisions of 7 U.S.C. 1983(3) and the right and ability of the United States Government, during the time it is the Owner of the Bonds, to require redemption of the Bonds according to such provisions.

The City shall give notice of any call for redemption and payment of the Bond, pursuant to the provisions of subparagraph (A) above, to the Paying Agent at least 45 days prior to the Redemption Date; and the Paying Agent shall then give notice in writing of such call for redemption and payment to the Owner of the Bonds by United States first class mail mailed not less than 30 days before to the Redemption Date.

On or prior to the Redemption Date, the City shall deposit with the Fiscal Agent sufficient funds to pay the outstanding principal amount of the Bonds or portion thereof called for redemption and payment together with all unpaid and accrued interest thereon to the Redemption Date. Upon the deposit of said moneys, and the giving of notice in the form and manner specified in this Resolution, the principal of the Bonds called for redemption shall cease to bear interest from and after the Redemption Date. Any unredeemed principal of the Bonds shall continue to bear interest as provided herein.

SECTION 4. Designation of Paying Agent and Bond Registrar. Pursuant to K.S.A. 10-620 *et seq.*, the governing body has elected to have the provisions of the Kansas Bond Registration Law apply to the Bonds and pursuant thereto, has designated and appointed the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the "Paying Agent" or "Bond Registrar"). The terms, conditions and provisions under which the State Treasurer will perform its duties as Bond Registrar and Paying Agent for the Bonds are set forth in an "Agreement Between Issuer and Agent", dated as of September 28, 2020 (the "Issuer/Agent Agreement") and authorized by the Bond Ordinance.

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the "Registration Books"), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms, conditions and requirements for the transfer and exchange of the Bonds, and for the replacement of a mutilated, lost stolen or destroyed Bond are fully set forth in the Issuer/Agent Agreement. Replacement bonds delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions and requirements set forth in the Issuer/Agent Agreement shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the pledges made in this Resolution and the Bond Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the bonds surrendered.

SECTION 6. Execution and Authentication. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and shall have affixed or an imprinted thereon a facsimile of the City's official seal. The Bonds shall be registered in the Office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration which shall be printed on the reverse of the bonds, attested by a facsimile of the City's official seal imprinted opposite said signature. The Bonds shall be registered by the State Treasurer in the municipal bond register in his or her office, which registration shall be evidenced by his or her manual or facsimile signature on a Certificate of State Treasurer which shall be printed on the reverse of the Bonds, and which shall be attested by a facsimile of his or her official seal imprinted opposite his or her signature. In case any officer of the City or of the State whose signature shall appear on the Bonds shall cease to be such officer before the actual delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery.

No bond shall be valid or obligatory for any purpose unless and until the Certificate of Authentication thereon shall have been duly executed by the Bond Registrar, and such duly executed Certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond shall be deemed to have been duly executed by it when manually signed by an authorized officer or signatory thereof; and it shall not be necessary that the same officer or signatory of the Bond Registrar manually sign such Certificate on all Bonds issued under this Resolution.

SECTION 7. Payment of Costs. The City shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing a Bond or Bonds which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

SECTION 8. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by a printed certificate in the form required by Section 2 of this Resolution and the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Water Act and Sewer Act (as defined in the Bond Ordinance), for the purpose of paying the costs of acquiring the Project (as defined in the Bond Ordinance) in the City and the Amortization Schedule shall be printed thereon. The text of the approving legal opinion of Bond Counsel shall also be printed in the Bond, together with a certification of the City Clerk relating thereto, which certification shall be signed by the manual or facsimile signature of the City Clerk.

The governing body hereby authorizes, orders and directs Triplett Woolf Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 9. Creation and Ratification of Accounts. Simultaneously with the issuance and delivery of the Bonds, there shall be created within the Treasury of the City, the following accounts for the Bonds:

(A) General Obligation Bonds, Series 2020 Principal and Interest Account (the “Series 2020 Principal and Interest Account”); and

(B) General Obligation Bonds, Series 2020 Project Fund (the “Project Fund”).

SECTION 10. Sale and Delivery of Bonds; Disposition of Proceeds. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this resolution, including a reasonable inventory quantity of bond certificates for transfer, exchange and replacement in accordance with the provisions hereof; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as hereinbefore provided. The Bonds having been sold as provided by law, they shall be delivered to United States of America, Department of Agriculture, Rural Development, 4300 Goodfellow Blvd., Bldg 104, St. Louis, Missouri 63120-1703 (the “Original Purchaser”), upon receipt by the City of the full purchase price therefor, being par, premium, if any, and accrued interest from the Dated Date to the date of issuance and delivery.

The proceeds from the sale of the Bonds shall be deposited into the Treasury of the City for the credit of and shall be applied, together with other monies of the City, as follows:

(A) The amount of the proceeds representing accrued interest on the Bonds, if any, and the amount of the proceeds representing premium paid on the Bonds, if any, shall be credited (none is anticipated) to and deposited in the Series 2020 Principal and Interest Account; and any said accrued interest will be used toward the payment of the first maturing interest on the Bonds, and any said premium will be used toward the payment of the first maturing principal on the Bonds; and

(B) \$7,000,000 of the proceeds shall be immediately credited to and deposited in the Project Fund along with other funds available to pay costs of the Project for the direct payment or reimbursement to the City of the expenses associated with the Project, including administrative costs and expenses of the Bonds, costs of issuance, and any interim financing.

SECTION 11. Application of Money in Accounts.

Principal and Interest Account. The Series 2020 Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys from the issuance, sale and delivery of the Bonds which represent accrued interest and premium, if any, and for the deposit of ad valorem taxes levied to make payments of the principal of and interest on the Bonds or amounts transferred from the general funds of the City to pay principal of and interest on the Bonds on any Payment Date, and for no other purpose. All amounts paid and credited to the Series 2020 Principal and Interest Account shall be expended by the City solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds and to pay the usual and

customary fees of the Paying Agent. The Series 2020 Principal and Interest Account may be created as a subaccount of the City's Bond and Interest Fund.

Project Fund. The Project Fund shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Bonds for the purpose of paying the costs associated with purchasing and acquiring the Project, as well as any applicable costs of issuance associated with the issuance of the Bonds. Amounts in the Project Fund not so applied shall be transferred to the Series 2020 Principal and Interest Account and applied to the payment of principal of and/or interest on the Bonds.

SECTION 12. Resolution Constitutes Contract; Remedies of Owners. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than Ten Percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State of Kansas;

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 13. Limitation on Actions by Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all of the Owners. Nothing in this Resolution or in the Bonds shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without reference to or consent of any other Owners. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such default or be construed as an

acquiescence therein, and every right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such proceedings had been taken.

SECTION 14. Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct errors, provided such action shall not materially adversely affect the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project, or (iv) to conform this Resolution to the Code (as hereinafter defined) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than One Hundred Percent (100%) in principal amount of the bonds then outstanding and, so long as the Bond is held or insured by the Original Purchaser, such consent to be evidenced by an instrument or instruments executed by the Owners and the Original Purchaser and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, the following modifications or alternations shall require the written consent of One Hundred Percent (100%) of the Owners of the then outstanding Bonds:

(A) Extending the maturity of any payment of principal or interest due upon the Bonds, or

(B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or

(C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or

(D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City authorizing said modifications, as hereinabove provided for, duly certified and published, as well as proof of consent to such modification by the Owners of not less than the percentage of the principal amount of the bonds then outstanding as hereinabove required therefor. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 15. Defeasance. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been complied with. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Paying Agent or such Kansas bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution. The provisions of this Section are subject to the following proviso:

As long the Bonds or any portion thereof are owned or insured by the Original Purchaser, no provisions for the payment of the Bonds shall be made in accord with this Section unless either (i) all of the Bonds then outstanding shall be paid or provision made for their payment concurrently with the deposit of funds to pay the Bonds as required in this Section or any remaining balance of the Bonds shall be paid at the first Interest Payment Date or Principal Payment Date following the deposits described in this Section with respect to the Bonds, or (ii) consent to a partial defeasance of the Bonds is obtained from the Original Purchaser of the Bonds.

SECTION 16. Particular Covenants of the City; The Project.

(A) No Sale or Lease. As long as the Bonds or any part thereof are outstanding the City shall not sell, lease or otherwise dispose of the Project or any material part thereof. The City may, however, dispose of any property comprising a non-integral portion of the Project that has become obsolete, non-productive or otherwise unusable to the advantage of the Project.

(B) Insurance. The City covenants and agrees to carry and maintain a reasonable amount of property and liability insurance upon the Project insofar as they are of an insurable nature, the amount of such insurance being such amount as would normally be carried by a municipal corporation engaged in a similar type of business; provided that, the amounts of such insurance to be carried may be specified by the Original Purchaser as long as the Bonds are held or insured by the Original Purchaser. In the event of loss or damage to the Project, the City will,

with all reasonable dispatch, use the net proceeds of any such insurance to repair or replace the property damaged or destroyed, or, if such repair or replacement is unnecessary or impossible, then in acquiring supplemental Project or to redeem or purchase in the open market any outstanding indebtedness of the Project.

(C) Refinancing. As long as the Bonds are owned or insured by the Original Purchaser, the City agrees to refinance, in whole or in part, any Bonds currently outstanding, upon the request of the Original Purchaser, if at any time it should appear to the Original Purchaser that the City is able to and the City is, in the opinion of its Bond Counsel, authorized by law to so refinance by obtaining a loan for such purpose from a responsible cooperative or private sources at reasonable rates and terms.

(D) USDA Loan Resolution. To the extent permitted by law and as long as the Original Purchaser is the owner of the Bonds, the Bonds shall be subject to the terms of Form RUS Bulletin 1780-27 and the City's USDA Loan Resolution adopted on the date of this Resolution which is attached to this Resolution as **Exhibit A**.

(E) Audits. To the extent required by law, as long as the Original Purchaser is the Owner or insurer of the Bonds, the City shall cause audits of the City to be made at such times and in such manner as the Original Purchaser shall require as described in RUS Staff Instruction 1780-4 and in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFA Part 400.

(F) Inspection of Project. As long as the Original Purchaser is the Owner or insurer of the Bonds, the Original Purchaser shall have the right at all reasonable times to inspect the Project and all of the books, records, accounts and data relating thereto, and the City shall furnish the Original Purchaser with all information concerning the Project and the operations thereof which may reasonably be requested.

SECTION 17. Surrender and Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar after payment of the principal amount of and the interest represented thereof or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 18. Tax Covenants. The governing body of the City covenants and agrees that so long as any of the Bonds remain outstanding and unpaid, no use will be made of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); and that it will comply with all applicable requirements of Section 148 of the Code and the Rules and Regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to assure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable Rules and Regulations of the United States Treasury Department thereunder.

SECTION 19. Designation as Qualified Tax-Exempt Obligations. The governing body of the City has designated the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code in the Bond Ordinance.

SECTION 20. Exemption from Securities and Exchange Commission Rule 15c2-12(b)(5). The Bonds are in minimum denominations of \$100,000 or greater and are being sold to only to the Original Purchaser, and the Original Purchaser has represented to the City that it reasonably believes that it meets the requirements of paragraph (d)(1)(i) of SEC Rule 15c2-12, therefore the Bonds are offered in a transaction exempt from the provisions of such rule pursuant to paragraph (d)(1) thereof.

SECTION 21. Other Documents. The Mayor and City Clerk are hereby empowered, authorized and directed to prepare and execute any and all supporting documents and certificates required in the issuance of the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 22. Further Authority. The City shall, and the officers, agents and employees thereof, are authorized and directed to, take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated hereby.

SECTION 23. Severability. If any provision of this Resolution shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 24. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

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ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas
on September 9, 2020.

CITY OF NEODESHA, KANSAS

[seal]

By _____
Devin Johnson, Mayor

ATTEST:

By _____
Stephanie Fyfe, City Clerk

SCHEDULE I

AMORTIZATION SCHEDULE

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Outstanding Balance</u>
9/28/2020		\$ 7,000,000.00
9/28/2021	129,010.00	6,870,990.00
9/28/2022	130,945.15	6,740,044.85
9/28/2023	132,909.33	6,607,135.52
9/28/2024	134,631.44	6,472,504.08
9/28/2025	136,922.44	6,335,581.64
9/28/2026	138,976.28	6,196,605.36
9/28/2027	141,060.92	6,055,544.44
9/28/2028	142,927.98	5,912,616.46
9/28/2029	145,320.75	5,767,295.71
9/28/2030	147,500.56	5,619,795.15
9/28/2031	149,713.07	5,470,082.08
9/28/2032	151,733.97	5,318,348.11
9/28/2033	154,234.78	5,164,113.33
9/28/2034	156,548.30	5,007,565.03
9/28/2035	158,896.52	4,848,668.51
9/28/2036	161,080.71	4,687,587.80
9/28/2037	163,696.18	4,523,891.62
9/28/2038	166,151.63	4,357,739.99
9/28/2039	168,643.90	4,189,096.09
9/28/2040	171,001.40	4,018,094.69
9/28/2041	173,738.58	3,844,356.11
9/28/2042	176,344.66	3,668,011.45
9/28/2043	178,989.83	3,489,021.62
9/28/2044	181,531.29	3,307,490.33
9/28/2045	184,397.65	3,123,092.68
9/28/2046	187,163.61	2,935,929.07
9/28/2047	189,971.06	2,745,958.01
9/28/2048	192,707.78	2,553,250.23
9/28/2049	195,711.25	2,357,538.98
9/28/2050	198,646.92	2,158,892.06
9/28/2051	201,626.62	1,957,265.44
9/28/2052	204,570.58	1,752,694.86
9/28/2053	207,719.58	1,544,975.28
9/28/2054	210,835.37	1,334,139.91
9/28/2055	213,997.90	1,120,142.01

9/28/2056	217,161.84	902,980.17
9/28/2057	220,465.30	682,514.87
9/28/2058	223,772.28	458,742.59
9/28/2059	227,128.86	231,613.73
9/28/2060	<u>231,613.73</u>	(0.00)
	\$ 7,000,000.00	

EXHIBIT A

USDA LOAN RESOLUTION

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE City Commission

OF THE City of Neodesha

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

water and wastewater

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Neodesha

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Seven Million & 00/100

pursuant to the provisions of KSA 15-101 et seq; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ N/A

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Commission _____ of the

City of Neodesha _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, 9th day of September

2020

(SEAL)

By Devin Johnson

Attest:

Title Mayor

Stephanie Fyfe
Title City Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as City Clerk of the City of Noidesha

hereby certify that the City Commission of such Association is composed of

_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and

held on the _____ day of _____; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of _____, the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____

Stephanie Fyfe

Title **City Clerk**

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Neodesha Housing Authority - Section 18 Disposition	2. HUD/State Identification Number KS069	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity City of Neodesha 1407 N. 8th, PO Box 336, Neodesha, KS 66757	
6. For information about this request, contact (name & phone number) Lynne Estes (620) 325-2440	7. Name and address of recipient (if different than responsible entity) Neodesha Housing Authority 118 S. 6th Street, PO Box 185 Neodesha, KS 66757	
8. HUD or State Agency and office unit to receive request Office of Public Housing 400 State Ave. Room 200 Kansas City, KS 66101-2406		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Neodesha Housing Authority - Section 18 Disposition	10. Location (Street address, city, county, State) 220 N. 7th St., 218 N. 7th St., 216 N. 7th St., 214 N. 7th St. Neodesha, Wilson County, Kansas
---	---

11. Program Activity/Project Description

Disposition by public sale of Neodesha Public Housing Authority property located at 220 N. 7th Street Neodesha, KS. Property includes one four-plex dwelling structure and approximately 0.32 acres.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Mayor, City of Neodesha

Date signed

Address of Certifying Officer

City of Neodesha, 1407 N. 8th, PO Box 336, Neodesha, KS 66757

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Executive Director, Neodesha Housing Authority

Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

GWORKS
3905 S 148TH ST., SUITE 200
OMAHA, NE 68144-5530

Division and Company: City of Neodesha KS
Attention of/Department: Ms. Linda Kinkaid
Street Address: 1407 N 8th
City, State, Zip Code: Neodesha, KS 66757
Contract Preparation Date: 08/27/2020

GIS Workshop, LLC doing business as gWorks (hereafter "gWorks"), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

SIMPLE CITY SOFTWARE and PROFESSIONAL SERVICES

	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Remote Implementation of Meter Reader Data Management (Landis & Gyr)	1	\$1,432.00	\$1,432.00

All Services are billable unless otherwise stated.

Note: The cost of the Meter Reader Data Management Interface Software is based on using our standard interface and file layouts already installed in the field. Implementation includes using a test file of your data with the vendor. If changes are needed there would be additional charges (billable on a time and material basis). Enhancements are available with future releases. Changes not included in future releases can be provided as a billable customization.

SIMPLECITY SOFTWARE AND IMPLEMENTATION:

\$1,432.00

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price

\$716.00

At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)

\$716.00

SimpleCity Software Annual License Fee (ALF)

\$405.00

SimpleCity Software Product Support Agreement (PSA)

\$495.00

The Annual fees are billed after the software solution is implemented. The fees are prorated from that implementation date through the end of the calendar year. Fees for subsequent calendar years are billed out annually.

1. PAYMENT. Customer shall pay gWorks remainder of the one-time Program License Fee on delivery of the program. Customer shall pay gWorks an Annual License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. GRANT OF LICENSE. gWorks grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from gWorks. Customer may not reverse engineer or attempt to derive the source code of the program.

3. TAXES. In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if gWorks is assessed, Customer shall promptly reimburse gWorks for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. MODIFICATION. Customer shall inform gWorks in writing of any modifications made by Customer to Customer's computer hardware.

5. DELIVERY. If a delivery date is specified, the program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of gWorks, the date of delivery shall be extended for a period of time equal to the period of delay.

6. DUPLICATION. Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. PROPRIETARY RIGHTS. Customer recognizes that program system, documentation, manuals and other materials supplied by gWorks to Customer are subject to the proprietary rights of gWorks. Customer agrees with gWorks that program documentations and all information or data supplied by gWorks in machine readable forms are trade secrets of gWorks and as such are protected by civil and criminal law and by the law of copyright and are very valuable to gWorks and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from gWorks. Upon termination of this Agreement, Customer shall return program and related documents to gWorks.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

8. LIMITED WARRANTY--LIMITATION AND DISCLAIMER.

a. gWorks provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer is assigned to Customer.

b. With respect to software developed by gWorks, gWorks represents and warrants that the software is free from defects and will conform to specifications. gWorks will replace or correct, at gWorks' election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.

c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. IN NO EVENT WILL GWORKS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF GWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GWORKS' LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO GWORKS IN THE THREE (3) MONTHS PRECEDING A CLAIM OR, IF NO PAYMENTS HAVE BEEN MADE, THE ANNUAL LICENSE FEE FOR THE YEAR IN WHICH THE CLAIM WAS MADE.

e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. NON-WAIVER. No delay or failure of gWorks in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. gWorks may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. ASSIGNMENT. gWorks may assign its rights under this Agreement. Customer, upon receiving notice from gWorks of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by gWorks hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of gWorks nor shall Customer permit any other person or organization to use program.

11. SEVERABILITY. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. BINDING EFFECT. Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. APPLICABLE LAW. This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. NOTICE. All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and gWorks at their designated addresses or such other addresses as either party shall designate in writing.

15. CUSTOMER'S REMEDIES. Customer's remedies in this Agreement are exclusive.

16. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer. No agent, employee or representative of gWorks has any authority to bind gWorks to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. EFFECTIVE DATE. This Agreement shall be effective upon the date set forth below when executed by both parties.

18. TERMINATION. gWorks may terminate the rights of Customer under this Agreement in the event of a default by Customer. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination. Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. gWorks shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

19. INDEMNIFICATION. Customer agrees to indemnify, defend and hold gWorks, its affiliates, directors, officers, employees, independent contractors and agents harmless from and against any and all liability, claims, loss, damage or expense, including but not limited to reasonable attorney's fees ("Loss"), with respect to any claim by any third party arising from (i) Customer's use of the program or (ii) Customer's breach of this Agreement.

20. CUSTOMER DATA. gWorks does not own any of the data, information, or material that Customer submits or enters into, submits, or utilizes with the program ("Customer Data"). Customer, not gWorks, shall have sole responsibility for the accuracy, compliance, quality, integrity, legality and reliability of all Customer Data. IT IS THE CUSTOMER'S RIGHT AND OBLIGATION TO HAVE ITS OWN INDEPENDENT INTERNAL PROCEDURES AND MECHANISMS TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, ORDINANCES, TO SAFEGUARD AGAINST FRAUD, INACCURACIES AND NEGLIGENCE, AND TO ENSURE QUALITY AND RELIABILITY OF CUSTOMER DATA.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this 9th day of September, 2020.

PURCHASER:

(Sign Here)

Customer Signature

Print Name: Devin Johnson

Title: Mayor

ACCEPTED:

GWORKS


3905 S 148TH ST., SUITE 200

OMAHA, NE 68144

By: _____

Title: _____

Date Accepted: _____

	HACH SERVICE PARTNERSHIP QUOTATION <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : Partnership Number : <i>WebSite:</i> www.hach.com	1 of 5 HACH520354 <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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Partnership Number : HACH520354

Version : 0.21

Quotation Date : 01-SEP-20

Expiration Date : 30-NOV-20

Hach Company

Contact : Lanting, Karen

Service Partnership

Phone :

Service Partnership

Email : karen.lanting@hach.com

Customer Ref : Renewal Quote

Customer Phone : 3252750

Customer Fax :

Customer Contact : BAIR, JAY

Customer Email : jbair@neodeshaks.org

Bill-To Account # 124018

Ship-To Account # 124018

Customer Name CITY OF NEODESHA

Address4

Address1 PO BOX 336

Address2

Address3
City,State, NEODESHA-KS-66757-033
PostalCode 6

Province/
Country US

Customer Name CITY OF NEODESHA

Address4

Address1 1407 N 8TH ST

Address2

Address3
City,State, NEODESHA-KS-66757-1234
Postalcode


Province/
Country US

Payment Terms: Net 30


Billing Method: Annual-Invoices on
START Date

Currency: USD

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPSS7	30-SEP-20	29-SEP-21	Fld Svc-2V Surface Scatter 7	975.00
	5.1 LPV431.99.00002			SS7 HACH SENSOR ASSY ; 140700501687	
2	FSP1720E	30-SEP-20	29-SEP-21	Fld Svc-4V 1720E Turb Sensor Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety	3,200.00

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : Partnership Number : WebSite: www.hach.com	2 of 5 HACH520354 Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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					requirements.	
	6.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499152	
	6.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499155	
	6.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499156	
	6.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499191	
3	FSPCL17		30-SEP-20	29-SEP-21	aa Fid Svc-2V CL17 (current version) For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates.	1,270.00
	7.2	5440200			oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 131000484833	
4	FSPSC200		30-SEP-20	29-SEP-21	Fid Svc-1V SC200 Controller	792.00
	8.1	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097758	
	8.2	LXV404.99.00552			sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097739	
	8.3	LXV404.99.00502			sc200 CONTROLLER, AC-DC, DIG,HACH ; 1406C0097631	
5	FSP2100N		30-SEP-20	29-SEP-21	Fid Svc-1V 2100N Turb	439.00
	10.1	4700000			oo 2100N LAB TURB, EPA 1821 ; 020200007416	
6	BSPPLUSDR2800		30-SEP-20	29-SEP-21	BenchPlus-DR2800 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	741.00
	11.1	DR2800-01			oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1258686	
7	BSPPLUSHQD411		30-SEP-20	29-SEP-21	BenchPlus-HQD411	358.00

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 3 of 5 Partnership Number : HACH520354 WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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The Bench Service Plus includes:
Factory repairs only, one Start-up
or one PM/Calibration on site per
year, unlimited technical support
calls and free software upgrades
on your instrument. Travel is
included for one on-site visit.
Additional visits may be billable.

12.1

HQ411D

HQ411d BENCHTOP METER,
pH/mV : 120400069832

Sub Total : 7,775.00
Tax: 0.00
Total : 7,775.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF NEODESHA

Devin Johnson, Mayor

Customer P.O. Number :

Customer Reference Number :

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract

2. CANCELLATION:


Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 4 of 5 Partnership Number : WebSite: www.hach.com	HACH520354 Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; V.A.T., income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.S.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for and use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:


"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacy-policy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required in unsure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 5 of 5 Partnership Number : HACHS20354 WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://hach.com/integrity-and-compliance> and www.dashallerting.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargos, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or non-performance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



**PARTICIPATING AGENCY
MEMORANDUM OF UNDERSTANDING (MOU)**

Between the Office of the State Fire Marshal (OSFM) and

Neodesha Fire/EMS

As a Participating Agency in the Kansas Search & Rescue Response System

1.0 Purpose

The purpose of this Memorandum of Understanding (MOU) is to identify the roles and responsibilities of each party as they relate to the development and deployment of Urban Search & Rescue (US&R) resources.

This MOU is intended to:

- Coordinate and support the development of comprehensive regional and state plans that will provide for a coordinated response by Urban Search & Rescue (US&R) resources.
- Coordinate regional and state efforts through equipment standardization, training, and operational guidelines.
- Maintain consistency and coordination with other regional, state, and federal resources, including federal and state US&R task forces and/or teams.
- Provide for the availability of services and expertise required to respond to disaster events where such services and expertise are not available on staff at a Participating Agency in the state.

2.0 Background

Urban Search & Rescue is a multi-hazard discipline that involves the location, extrication, and initial medical stabilization of victims trapped or missing because of a man-made or natural disaster. While a tornado or other significant weather event is often the cause, victims can also be trapped by events such as winter storms, mine or bridge collapses, wide area flooding, or other significant events. These events can occur in rural areas, suburban areas, or in densely populated urban areas. They may be slow in developing, as in the case of winter storms or wide area river flooding, or they may be sudden, as in the case of an earthquake, explosion, or tornado.

Since these types of catastrophic events can quickly overwhelm first responders, it is critical that there is a comprehensive statewide response system in place that can quickly provide resources for search and rescue operations that are beyond the capabilities of local responders. These events require a highly coordinated response by personnel specially trained and equipped to deal with the unique challenges presented by collapsed or unstable structures, floods, or other complex rescue situations.

House Bill 2097, which was enacted by the Kansas Legislature in May 2015 and codified at K.S.A. 75-1518, et seq., designated the OSFM as the Administrative Agency for the Kansas Search & Rescue Response System, and authorized the OSFM to enter into Agreements to establish regional search and rescue teams to respond to search and rescue incidents. HB 2097 further authorized the OSFM to develop rules and regulations governing the composition, training requirements, response, and operations of those regional search and rescue teams.

The State of Kansas is divided geographically into seven (7) Homeland Security regions: Northwest (NW), Southwest (SW), North Central (NC), South Central (SC), Northeast (NE), Southeast (SE), and the Kansas City Metro (KCM). According to the capability identified in each region, a US&R resource (Task Force or Team) made up of **Participating Agencies** and **Affiliated Members** was formed and typed according to the National Incident Management System (NIMS) "Resource Typing Definitions for Mass Search and Rescue Operations." To provide oversight and coordination for each regional US&R resource, one (1) Participating Agency in each region was designated as the **Sponsoring Agency**.

Affiliated Members are individuals that are not employed by one of the Participating Agencies in a region and generally staff critical positions required on a US&R resource, i.e. canine handlers, physicians, or engineers. Other positions on a US&R resource may also be filled by professionals not employed by a Participating Agency.

3.0 Office of the State Fire Marshal Responsibilities

The OSFM agrees to:

- Serve as the primary point of contact for interstate or intrastate requests for US&R resources.
- Provide administrative oversight for the typing and credentialing of the regional US&R resources.
- Coordinate and support strategic planning for the development of the Kansas Search Rescue Response System and assist with strategic planning for each regional US&R resource.
- Adopt and support the national US&R standard and assist the regional US&R resources in meeting that standard as it applies to the typing of each resource.
- Develop plans, policies & procedures, standard operating guidelines, etc. to support the Kansas Search & Rescue Response System and assist in the development of the same for each regional US&R resource.
- Coordinate the statewide standardization of US&R equipment and personnel using the state's Comprehensive Resource Management & Credentialing System (CRMCS).
- Provide and maintain system wide communications through policy development and the management of a statewide notification and alerting system.
- Pursue Agreements, policies/procedures, etc. that will allow other deployable individuals to respond with or assist the regional US&R resources. *Examples include canine handlers, physicians, engineers, or other professionals not employed by a Participating Agency.*
- Develop other ancillary resources and Agreements that will support the individual and regional US&R resources during training, exercise, and disaster response.
- Coordinate and/or deliver the training and exercise required for members to meet the position specific training requirements contained in the national US&R standard.

3.5 Reimbursement

Training/Exercise

- Reimbursement for training and/or exercise attended by any Agency member is subject to the guidelines set forth in Administrative Guideline 03 – Member & Agency Reimbursement.

Incident Response

- Reimbursement for incident response by any Agency member is subject to the guidelines set forth in Administrative Guideline 03 – Member & Agency Reimbursement.

4.0 Participating Agency Responsibilities

As a Participating Agency, the Agency agrees to:

- Provide an “enabling authority” through resolution, executive order, or other such document as utilized by the Agency’s governing body to authorize the Chief/Director to participate in the Kansas Search and Rescue Response System.
- Participate in strategic planning at the agency, regional and state level for the development of a state search and rescue response system.
- Participate in the development and maintenance of a regional US&R resource that is typed according to the NIMS Resource Typing Definitions for Mass Search & Rescue Operations.
- Develop and maintain an internal notification system that will ensure the timely notification of all deployable members.
- Identify and maintain the agency commitment for personnel and equipment that will contribute to the development of a deployable regional US&R resource, including the formation of organizational charts (red/white/blue) that provide 24/7 staffing at least 2-3 deep in each functional position, except those positions identified as the responsibility of the OSFM. *(This bullet only applies to Type 3 and 4 US&R task forces)*
- Assist in the development and maintenance of regional response plans, policies & procedures, standard operating guidelines, etc. as required to support the regional US&R resource and the Kansas Search & Rescue Response System.
- Follow all administrative policies, procedures, and guidelines set forth in the Kansas Search & Rescue Response System Administration Manual and supporting documents.
- Participate in the development and support of regional Homeland Security projects to support the regional US&R resource and the Kansas Search & Rescue Response System.
- Provide for the visibility in the state’s Comprehensive Resource Management & Credentialing System (CRMCS) of Agency personnel and equipment designated for deployment as part of the state or regional US&R resource.
- Maintain a personnel file for each Agency member that follows the standardized content and structure designated in the Administration Manual.
- Ensure that deployable members are prepared to deploy with the regional US&R resource, enabling the US&R resource to respond within 2 hours of notification, with the capability of being self-sufficient for up to 72 hours.
- Maintain the readiness of all Agency equipment and vehicles designated for deployment as part of the US&R resource, including the documentation of appropriate safety inspections, maintenance, and replacement schedules.

- Maintain worker's compensation insurance on Agency members during authorized training, exercise, or deployment as part of a regional or state US&R resource, or as an individual resource.
- Provide the necessary personal protective equipment and other required equipment for Agency members assigned to a regional or state US&R resource, or as an individual resource.
- Complete the supplement regarding Participation/Non-Participation on a state US&R resource designated as Kansas Task Force 1 (KS-TF1).

5.0 Compliance Standards

Both parties agree to comply with all applicable federal, state, and local statutes and regulations, including the national US&R standard and the National Incident Management System (NIMS).

6.0 State Tort Claims Act

The Kansas Tort Claims Act (KTCA), K.S.A. 75-6101 *et seq.*, applies to all claims for liability related to the performance of this Agreement. Persons performing under this Agreement shall be deemed employees for purposes of the KTCA. This Agreement does not waive any sovereign or governmental immunity or other defenses of the OSFM, the State of Kansas, or the Agency.

The Agency shall immediately give notice in writing to the OSFM and the Kansas Attorney General of any demand, request, or occurrence that may potentially give rise to a claim against the Agency, the OSFM, or the State of Kansas. The Agency shall follow the procedural requirements for notice to the Attorney General and all other provisions of the KTCA.

7.0 Severability

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision held to be invalid.

8.0 Confidentiality

Each party agrees that except as otherwise required by law, they shall not disclose each other's confidential information to a third party without the written consent of the other party. The rights and obligations set forth herein shall survive termination of the Agreement. Any duty under this section shall be subject to and interpreted consistently with the Kansas Open Records Act, K.S.A. 45-201 *et seq.*, and other provisions of law.

9.0 Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without the prior written approval of both the OSFM and the Agency.

10.0 Right of Refusal

The Agency agrees to respond to all OSFM requests as part of the regional US&R resource except when the Agency's resources are committed to an emergency in its own jurisdiction or committed to an emergency in another jurisdiction pursuant to existing inter-local Agreements or conditions in the Agency's response area are such that adequate emergency services cannot be maintained. In that event, the local response and concerns shall have priority.

The Agency is responsible for ensuring that the Sponsoring Agency/Duty Officer for the US&R resource and OSFM have ongoing situational awareness of the Agency's status and ability to respond as part of the regional US&R resource, so that positions and/or equipment committed by the Agency as a part of the regional US&R resource can be replaced by another agency, or the US&R resource can be designated as "non-deployable."

11.0 Termination

This Agreement may be terminated by either party upon thirty (30) days' written notice or at any time by mutual consent of the parties. Such mutual consent must be recorded in writing and signed by both parties.

12.0 Approvals

Agency Chief/Director certifies by their signature herein that he/she has the necessary and lawful authority to enter into this Agreement with the Office of the State Fire Marshal.

Participating Agency Chief/Director

Office of the State Fire Marshal

Printed Name

Printed Name

Signature

Signature

Date

Date

Participation on Kansas Task Force 1

This is a supplement to the MOU between the Office of the State Fire Marshal and each Participating Agency in the Kansas Search & Rescue Response System, specifically regarding the Agency's participation on Kansas Task Force 1 (KS-TF1).

In order to ensure a high level of readiness to deploy resources out of Kansas in response to a request for assistance from another state, through the Emergency Management Assistance Compact (EMAC), the OSFM will recruit the personnel and equipment necessary to maintain a NIMS Type 3 US&R task force and a NIMS Type 2 Swiftwater/Flood Rescue Team. In keeping with the requirements of the national US&R standard, each position will be filled three-deep with individuals that are fully qualified according to their assigned position. Each resource will be divided into a Red, White, and Blue team, each of which can be deployable out of state on a rotational basis, for as long as fourteen (14) days.

Select one of the following options:

Our Agency will not participate in interstate responses as a part of KS-TF1 but will continue to be available for local, regional, and intrastate responses as part of our regional task force or team.

Printed Name

Agency

Signature

Date

Our Agency will participate in interstate responses as a part of KS-TF1 and continue to be available for local, regional, and intrastate responses, as part of our regional task force or team.


Printed Name

Agency

Signature

Date

**Office of the State Fire Marshal
Kansas Search & Rescue Response System
Administrative Guideline**

Date Issued: 3/21/2018	AG #: 03	Authorized by:  STATE FIRE MARSHAL
Date Revised: 6/18/2020	Pages: 5	
TITLE: Member and Agency Reimbursement		

Purpose

The purpose of this administrative guideline is to:

- Identify procedures necessary for a member or agency to receive reimbursement for approved travel expenses incurred while attending training or exercise authorized by the Office of the State Fire Marshal (OSFM).
- Identify procedures necessary for a member or agency to receive reimbursement for the use of equipment or expendable items during training or exercise authorized by the OSFM.
- Identify procedures necessary for a member or agency to receive reimbursement for approved expenses following an incident response authorized by the OSFM.

This administrative guideline is intended to be compliant with all state laws and regulations, as well as any fiscal policies and procedures established by the OSFM.

Procedures for Training Event Reimbursement

Some costs associated with a member attending a training or exercise event that is required for a position on a US&R resource are reimbursable. This reimbursement is subject to available budgeted funds and must be pre-approved by the OSFM. Reimbursable expenses may include registration, lodging (if not provided), POV mileage, and a per diem allowance for meals not provided. Individuals receiving training reimbursement will be required to submit a current W9 form, DA-130 direct deposit form, and a copy of a voided check or deposit slip to match the DA-130. The SAR Coordinator will complete a SAR Member Training Reimbursement Form and Purchase Requisition for each training reimbursement.

OSFM Hosted Events

1. An Agency or Affiliated Member MOU must be on file unless otherwise approved by the OSFM.
2. At the beginning of the event the member must review and sign a SAR Member Training Reimbursement Worksheet.
3. All forms and supporting documentation will be processed after the event by the SAR Coordinator and forwarded to OSFM fiscal for reimbursement processing.
4. If members haven't received reimbursement within sixty (60) days of the event, the SAR Coordinator should be notified.

OSFM Approved Events

1. An Agency or Affiliated Member MOU must be on file unless otherwise approved by the OSFM.
2. At least sixty (60) days prior to the event, the member must submit a request to the SAR Coordinator via email, to include an event flyer or other detailed information.
3. If approved, the SAR Coordinator will assist in the completion and approval of the appropriate travel forms per OSFM fiscal policies. A W9, DA-130, and voided check/deposit slip must also be on file.
4. A Purchase Requisition must be completed and approved by the OSFM prior to any funds being allocated.
5. Within three (3) days after the event the member must forward any receipts and other documentation to the SAR Coordinator, who will process a SAR Member Training Reimbursement Form and submit according to OSFM policy.
6. If members haven't received reimbursement within sixty (60) days of the event, the SAR Coordinator should be notified.

Note: Members may be required to reserve lodging with a personal credit card but in as much as possible, OSFM purchase cards should be used to make payments.

Procedures for Equipment or Expendable Item Reimbursement

Agencies or Affiliated Members may be reimbursed for the repair or replacement cost of equipment or expendable items used during an OSFM authorized training event. Examples of expendable items include saw blades, drill bits, medical supplies, etc. Examples of equipment includes hand tools, search cameras, extrication tools, etc. Any reimbursement for equipment or expendable items is subject to available budgeted funds and must be approved by the OSFM.

1. The Agency or Affiliated Member must notify the SAR Coordinator within 48 hours after the event, preferably prior to leaving the event. Notification should include the circumstances leading to the repair or replacement request and detailed specifications for the item (s), including photographs.
2. The Agency or Affiliated Member may be required to solicit 2-3 quotes for the repair or replacement of the item (s). Quotes must be tax exempt.
3. Quotes should list the Agency or Affiliated Member delivery address and the OSFM as the billing address.
4. The SAR Coordinator will determine if any vendor under state contract can provide the item(s) or service(s).
5. Once a vendor has been selected, the OSFM will process a Purchase Requisition per OSFM fiscal policies.
6. Once approved, the Agency or Affiliated Member will be notified to place the order.
7. After receipt of the item(s), the Agency or Affiliated Member will contact the SAR Coordinator, who will arrange for payment with an OSFM purchase card.

Note: Without prior approval and purchasing authorization, payment for any equipment or expendable item may be the responsibility of the Agency or Affiliated Member.

Procedures for Incident Response Reimbursement

Reimbursement by the OSFM for an incident response must be approved by the State Fire Marshal and are subject to funds available in the state's Emergency Response Fund. Any reimbursement over \$25,000 may also require legislative approval. **Any payment beyond what is provided in this Administrative Guideline is at the discretion of the Agency for its members.**

Unless otherwise approved, there is no reimbursement to an Agency for a **Quick Action Response** by a task force or part of a task force. A Quick Action Response is an immediate response to an incident within the Agency's own jurisdiction, region, or mutual aid area, with an operational period of 12 hours or less. **Affiliated Members will be reimbursed for all responses regardless of the length.**

Reimbursement is provided for a task force **Deployment** to an intrastate incident with an operational period greater than 12 hours.

Affiliated Members and Agency members must have a completed application and background check on file with the OSFM to be eligible for reimbursement for any deployment.

Documentation

Each member is required to maintain detailed documentation of all activities and expenditures on a 214 form while on the deployment. **This includes time spent as the operator of any vehicle, boat, ATV, etc.** In addition to copies of all 214 forms and actual receipts, each Agency and Affiliated Member will be required to provide detailed information required for the completion of an OSFM Incident Expenditure Report. All documentation and receipts must be provided to the OSFM within ten (10) business days of returning from a deployment.

Intrastate Deployment

Agencies and Affiliated Members will be reimbursed for:

- Each deployed member's regular hourly rate as follows:
 - First Day – Hours traveled and worked
 - Deployed Days – Hours Worked (8 hours minimum)
 - Last Day – Hours traveled and worked
- Current state mileage rate for miles traveled by any deployed vehicle.
- Replacement of expendable items used during the deployment. *(Receipts are required)* Examples of expendable items include saw blades, drill bits, medical supplies, etc.
- Repair or replacement of equipment damaged while being used on a deployment. *(Receipts are required)* Examples of equipment includes hand tools, search cameras, extrication tools, etc.

Current hourly rates for Affiliated Members

- Physician - \$51.84*
- Engineer - \$46.39*
- Canine Handler - \$28.06*
- Other Affiliated Members - \$28.06

**Rates are taken from the Federal Register's "Maximum Pay Rate Table" for US&R positions and subject to change with changes to the Federal Register.*

Interstate Deployment

Unless otherwise approved by the State Fire Marshal, interstate deployments are only eligible for reimbursement through the OSFM if they are processed through the Emergency Management Assistance Compact (EMAC), coordinated by the Kansas Division of Emergency Management (KDEM). In response to an EMAC request from another state, the OSFM will submit an estimated cost for the deployment to KDEM for inclusion in the EMAC Resource Support Agreement (RSA) that will be submitted to the Requesting State.

NOTE: A task force or agency response to a mutual aid request from a jurisdiction in a bordering state may not go through the EMAC process and therefore may not be eligible for reimbursement.

After the deployment, the OSFM will assist each Participating Agency and Affiliated Member in preparing a Reimbursement Package, including all supporting documents. The guidelines and requirements for the Reimbursement Package are contained in the OSFM Interstate Reimbursement Process, which is a supplement to this Administrative Guideline. Several supporting documents will be required prior to the EMAC deployment for the purpose of estimating costs and ensuring supporting documents are complete and readily available.

The reimbursement process for an EMAC deployment will generally follow the timelines below making timely reimbursement to individuals and agencies dependent on each phase.

- Development and submission of the Reimbursement Package by each Resource Provider or Affiliated Member to the OSFM. Review and approval by the OSFM and submission of a comprehensive package to KDEM (45 days)
- Review, approval, and submission of the Reimbursement Package by KDEM to the Receiving State (45 days)
- Review, approval, and payment from Receiving State to KDEM (45 days)
- Reimbursement to each Resource Provider and Affiliated Member

Note: With legislative approval, the OSFM may provide reimbursement to the Resource Providers and/or Affiliated Members through the Emergency Response Fund while awaiting reimbursement from the Receiving State.

Supplement: OSFM Interstate Reimbursement Process

Office of the State Fire Marshal
Interstate Reimbursement Process



REIMBURSEMENT PROCESS OVERVIEW

While reimbursement is often considered the final stage of a mission, the reimbursement process actually begins before resources are deployed. The early development of an accurate cost estimate for personnel and equipment will enable the Kansas Division of Emergency Management (KDEM) to respond to a request from another state through the Emergency Management Assistance Compact (EMAC) in a timely manner. During the mission, all deployed members and their Agencies are then required to keep and maintain detailed documentation, as well as pertinent receipts, that will ensure that all reimbursable expenditures are documented appropriately.

Finally, with assistance from the OSFM, each Resource Provider and Affiliated Member will prepare and submit a complete reimbursement package (see attached) within 30 days of return from an interstate mission, enabling the OSFM to submit a comprehensive reimbursement package to KDEM within 45 days of mission completion. It is important to understand that each Resource Provider and Affiliated Member will only be reimbursed for actual, incurred, deployment-related costs to include those related to personnel, use of equipment, and travel in accordance with this document and those documents referenced herein. The final reimbursement to each Resource Provider and Affiliated Member will be in the form of one lump-sum payment for each mission.

KDEM will then have 45 days to review, approve, and submit a comprehensive reimbursement package to the Receiving State, which in turn has 45 days to process and approve payment. Each party to the reimbursement process is dependent upon the prior party completing its responsibilities promptly and completely in order to execute its own role in the reimbursement process. **Timely processing of required documentation and reimbursement of all parties involved is critical to the success of EMAC missions, cash management, and the willingness of Resource Providers and Affiliated Members to deploy resources in the future.**

The Office of the State Fire Marshal will make every effort to work with each Resource Provider and Affiliated Member to ensure that the reimbursement package is correct, complete, and submitted to KDEM in a timely manner following an interstate deployment.

REIMBURSEMENT GUIDELINES

Reimbursement is provided for actual costs incurred and paid during the execution of an authorized mission. **Payment to responders, per diem, and approved equipment repair and/or replacement must be completed and paid prior to seeking reimbursement for those expenses.** Reimbursable expenses begin to be incurred when deployed personnel and/or equipment initiate travel to the Receiving State and end when the deployed personnel and equipment return to their home jurisdiction.

Eligible Expenses

Personnel

Salary – Work and travel hours at the responder's regular rate of pay

- Documentation Required
 - Timesheet and attendance records including work schedule
 - Proof of payment e.g. payroll report (s) or paystub (s)
 - Daily Activity Log (214)
 - Overtime/Labor policy including holiday policy if applicable
 - FLSA status

Overtime – Hours of overtime worked in accordance with the Resource Provider's overtime policy

- Documentation Required
 - Timesheet and attendance records including work schedule
 - Proof of payment e.g. payroll report or paystub
 - Daily Activity Log (214)
 - Overtime/Labor policy including holiday policy if applicable
 - FLSA status

Notes:

- Hours worked and traveled each day will be maintained by the Planning Section and approved by the Task Force Leader, and then forwarded to the Resource Provider each day for entry into the responder's agency timesheet. **Hours documented on the activity log (214), the responder's timesheet, and the Resource Provider's payroll system must match.** The OSFM will maintain a timesheet for each Affiliated Member.
- Personnel assigned to staging or standby will work and record ten (10) hours each day, which can be used for planning meetings, training, equipment preparation and maintenance, disaster area familiarization, etc. Approved time worked beyond ten (10) hours will also be recorded.

- Exempt personnel cannot receive overtime unless the Resource Provider has a policy in place allowing overtime for a disaster response.
- A Resource Provider deploying Volunteers must have a policy in place allowing payment during a disaster response, including an hourly rate of pay for each volunteer.
- Affiliated Members and Volunteers will receive overtime at 1½ times their regular rate of pay based on a 40-hour week that starts at the time of deployment.

Fringe benefits – The cost of benefits the Resource Provider pays on the responder's behalf.

- Documentation Required
 - Resource Provider's contribution rate tables or payroll report showing contributions
 - Calculations/proration's clearly explained

Note: Affiliated Members do not receive fringe benefits.

Travel

- Each Resource Provider should provide at least one (1) purchase card for use by the Agency's personnel for expenses such as fuel, lodging, repairs, and other approved expenses. Each responder should also consider carrying a small amount of cash for use when a disaster has disrupted electrical services which limits the ability of local vendors to accept a credit or debit card.

Ground Transportation

- Actual fuel costs or GSA mileage rate for government vehicles and personal vehicles; parking fees; highway and bridge toll fees; other approved expenses

Lodging

- Per-diem lodging rates in accordance with the Resource Provider's policy (e.g. utilizing state rates, federal GSA rates, or actual costs for lodging) except where lodging was directly provided to deployed personnel (e.g., base camp or congregate care facility) or where lodging was non-existent and primitive conditions were present (e.g., personal tents). The lodging type should be documented on the cost estimate and is generally only needed if lodging is required enroute or on return from the mission. Lodging for Affiliated Members will be paid by the OSFM.

Meals

- Per-diem meal rates in accordance with the Resource Provider's policy (e.g. utilizing state rates or federal GSA rates) except where meals are directly provided to deployed personnel (e.g., base camp or congregate care facility), or there was another food service provider (e.g., American Red Cross, Salvation Army, VOAD). Meals for Affiliated Members will be paid by the OSFM whenever possible. The Planning section will maintain a list of meals that are provided and therefore not reimbursable.

Equipment

- After reaching the assigned staging or operations area, actual hours of use and/or operation of each vehicle and trailer will be reimbursed according to the current FEMA Schedule of Equipment Rates, with a minimum reimbursement of ten (10) hours per day. Hours of use and/or operation should match the length of the day's operational period.
- After reaching the assigned staging or operations area, actual hours of operation for other equipment such as boats, UTVs, generators, etc. will be reimbursed according to the current FEMA Schedule of Equipment Rates.

Commodities

- Consumables and other supplies and materials that are necessary to perform the mission as included in the cost estimate, e.g., office supplies, MREs, bottled water, latex gloves, etc. are reimbursable.

Other Eligible Expenses

- With pre-approval, reasonable costs to repair or replace equipment damaged while performing the mission are reimbursable. These costs should take into consideration the depreciated value of the equipment and any insurance coverage available for the damage or loss.
- Deductibles for insured vehicles or equipment are reimbursable.
- Costs relating to the decontamination of equipment and cleaning of personal protective equipment used in performing the mission is reimbursable.
- With pre-approval, reasonable costs for the maintenance and repair of equipment to restore it to pre-deployment condition is reimbursable.
- All damaged, destroyed, totaled, contaminated, or otherwise unusable items that were used on an official, fully executed mission (uniforms, turn-out gear, etc.) should be considered as replacement and should be documented as such. Further, these items must be reported as damaged as soon as known to be so such that proper record keeping can take place.

Note: New equipment that is needed for the mission and approved for purchase by the Receiving State is the property of the Receiving State.

Ineligible Expenses

Ineligible costs typically include the following:

- Any costs without adequate supporting documentation.
- Administrative costs associated with pre-deployment and post-deployment functions or other costs incurred by Resource Provider in responding to mission requests, unless otherwise mutually agreed upon by each party and stipulated in the cost estimate.
- Costs for alcohol, tobacco, toiletries, and similar items.
- Costs incurred by an entity that self-deployed.
- Costs for items not specified in the cost estimate unless otherwise deemed justifiable by the Resource Provider at a later date and approved by the Receiving State.

SUPPORTING DOCUMENTATION

All costs require supporting documentation in order to be eligible for reimbursement. Supporting documentation includes:

- Actual receipts. **Credit card statements are NOT adequate documentation of expenses incurred.**
- Proof of reimbursement by the Resource Provider to deployed personnel for any out of pocket expenses, including daily per diem.
- Travel policy.
- Map showing route and miles traveled if claiming mileage.
- Daily activity logs (214).
- Vehicle and equipment logs showing hours of operation and operators.
- Inventory records if commodities came from the Resource Provider's stock.
- Photographs and reports of damaged equipment including police reports if provided.
- Insurance policy if damaged vehicles or equipment is insured.

REIMBURSEMENT PACKAGE

The reimbursement package includes the following items:

- Cover Letter (Attachment 1)
- Reimbursement Package Checklist (Attachment 2)
- Completed W9 form
- Completed DA-130 Direct Deposit Form along with a voided check/deposit slip
- Force Account Labor Summary (Attachment 3)
- Force Account Equipment Summary (Attachment 4)
- Force Account Materials Summary (Attachment 5)
- Supporting Documentation as applicable

Reimbursement Cover Letter (replace with agency letterhead)

(Insert Date)

Office of the State Fire Marshal
800 SW Jackson, Suite 104
Topeka, KS 66612

Re: (insert event name), (insert mission #)

To Whom It May Concern:

Please accept this as our request for reimbursement of mission costs associated with mission # (insert mission #) during (insert event name). This request in the amount of \$(insert total request amount) is itemized on the attached Force Account Summary Forms and supported by the attached documentation.

Please remit payment to by direct deposit using the attached bank information.

Payee: (insert name)

Address: (insert mailing address)

Point of Contact for Resource Provider or Affiliated Member

- Name:
- Email:
- Phone:

Point of Contact for Fiscal Questions (if different)

- Name:
- Email:
- Phone:

Chief/Director or Affiliated Member (print)

Chief/Director or Affiliated Member (signature)

Reimbursement Package Checklist

- Cover Letter on Agency Letterhead
- Reimbursement Package Checklist
- W9 Form
- DA-130 Direct Deposit Form and verification

Please check the items below or write N/A next to the items that don't apply

Personnel Costs

- Official Payroll Registers
- Official timesheet/work records
- Overtime Policy

Travel Costs

- Receipts
- Agency Travel Policy including per diem and mileage rates
- Vehicle usage logs
- Travel reimbursement vouchers

Equipment Costs

- Log sheets with dates/hours of equipment usage

Commodities Costs

- Receipts

Other Costs

- Pictures of damaged equipment
- Copy of insurance coverage
- Receipts
- Justification narrative

Quote



KOONS GAS MEASUREMENT

WILNAT, INC

18861 178th Street
Tonganoxie, KS 66086
Phone: (913) 728-2500
Fax: (913) 728-2510

Date	Quote #
9/2/2020	22218

Name / Address
NPL ATTN: ACCOUNTS PAYABLE 1120 NW US HIGHWAY 24 TOPEKA KS 66608

Description	Qty	Cost	Total
FG-29-100-60 / FP-106 / 30SD / C	3	3,854.18	11,562.54T
MOONEY 2" CL 150 RAISED FACE FG-29-100-60 FLOWGRID REGULATOR WITH 100% SLOTTED THROTTLE PLATE.			
MOONEY SERIES 20L FP-106 (10"-40" WC) ALUM PRV PILOT.	3	0.00	0.00T
SERIES 20L MOUNTING BRACKET FOR 2" FLOWGRID, P/N 100-022-01	3	0.00	0.00T
TYPE 24S SST	3	0.00	0.00T
MOONEY RESTRICTOR			
MOONEY TYPE 30SD STAINLESS STEEL WITH DRAIN ASSEMBLY.	3	0.00	0.00T
MOONEY MOUNTING-C/SST & TUBING-D.	3	0.00	0.00T
(LEAD TIME: STOCK)			
Total sales tax calculated by AvaTax		1,057.98	1,057.98
Select this as a transaction's tax to use AvaTax		0.00%	0.00

	Total	\$12,620.52
THANK YOU FOR YOUR CONSIDERATION.		

Phone #	Fax #	E-mail	Web Site
(913) 728-2500	(913) 728-2510	NHernandez@kgmgas.com	kgmgas.com