

# Agenda

City Commission of the City of Neodesha, KS  
September 23, 2020 2:00 p.m.

## Item 1: Opening Session

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

## Item 2: Public Comments

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

- Approval of September 9, 2020 Minutes
- Approval of September 15, 2020 Special Call Minutes
- Appropriation (2020) 18
- Raw Water Project Bond Appropriation No. 78
- Gas Line Project Appropriation No. 14

## Item 4: Business Items to Consider

- A. Ordinance: Adopting 2020 Standard Traffic Ordinances
- B. Ordinance: Adopting 2020 Uniform Public Offense Code
- C. Ordinance: Fee Structures
- D. Resolution: Dangerous Structures; 906 Church
- E. Approve KHRC Infrastructure Grant Request
- F. USDA Fire Department Equipment Grant: Mike Billings; USDA-RD
- G. Approve Meter Change Out Interface Agreement; gWorks
- H. Renew Incubator Lease: AgEagle
- I. Land Bank: Disposition on Northgate Mobile Homes

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

Wednesday, October 14, 2020 at 2:00 p.m. – Regular Meeting, City Hall

## Item 6: Executive Session:

## Item 7: Adjournment

**AGENDA COMMENTS**  
**CITY COMMISSION MEETING**  
**September 23, 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: Adopting 2020 Standard Traffic Ordinances**

For this agenda item, the Commission is asked to approve Ordinance 1732, incorporating by reference the 2020 edition of the Standard Traffic Ordinance (STO). The STO is published by the League of Kansas Municipalities, and allows us to incorporate by reference the various traffic offense codes applicable to most cities in Kansas.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1732 adopting the 2020 Standard Traffic Ordinances as presented.*

**4.B: Ordinance: Adopting 2020 Uniform Public Offense Code**

For this agenda item, the Commission is asked to approve Ordinance 1733, incorporating by reference the 2020 edition of the Uniform Public Offense Code (UPOC). The UPOC is published by the League of Kansas Municipalities, and allows us to incorporate by reference the various criminal offense codes applicable to most cities in Kansas.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1733 adopting the 2020 Uniform Public Offense Code as presented.*

**4.C: Ordinance: Fee Structures**

The Commission is being asked to approve Ordinance 1734, modifying the City's fee structure Ordinance. The primary change proposed for the Commission is the increase the water and sewer utility fees sufficient to ensure our ability to pay for bonded indebtedness associated with the water and sewer system improvement. Ordinance 1734 will be provided at the Commission meeting.

**RECOMMENDED MOTION:** *I move to approve Ordinance 1734, modifying the City's fee structure Ordinance.*

**4.D: Resolution: Dangerous Structures; 906 Church**

Under Resolution 20-10, approved by the Commission 26 August, 2020, the Commission called for a public hearing, to show cause why the structures located at 906 Church should not be ordered repaired,

or condemned and ordered demolished. The Resolution for such a public hearing must be published twice before conducting a public hearing. The first publication occurred, but the second notice was not published in the Derrick. Therefore, we must begin the process again. Staff is asking the Commission to approve Resolution 20-13, calling for a public hearing on November 11, 2020.

**RECOMMENDED MOTION: I move to approve Resolution 20-13 as presented.**

**4.E: Approve KHRC Infrastructure Grant Request**

The Community Development Director will present, and ask the Commission to approve the submission of a grant request to the Kansas Housing Resource Commission, to help offset the cost of infrastructure for a housing project.

**RECOMMENDED MOTION: *I move to approve the submission of a grant request to the KHRC.***

**4.F: USDA Fire Department Equipment Grant: Mike Billings; USDA-RD**

Community Development Director Jeri Hammerschmidt has submitted a grant request to USDA-RD to help with the cost of Fire Department Equipment. Mike Billings has notified us that we have been approved for grant funding. Mike will be available by phone to discuss this matter.

**RECOMMENDED MOTION: *To be determined...***

**4.G: Approve Meter Change Out Interface Agreement: gWorks**

Although the Commission recently approved an agreement with gWorks for software applications to assist us with our automated metering project, Staff is asking the Commission to consider another agreement with gWorks (our City software provider). The previous agreement included an annual service agreement. The agreement to be considered today is for the cost of setting up the files necessary to facilitate the billing process. The cost is a total of \$1,500, but the cost is separated into two payments; one upfront, and one after the file compilation is completed.

**RECOMMENDED MOTION: *I move to approve the service agreement with gWorks in an amount not to exceed \$1,500, with two equal payments of \$750.***

**4.H: Renew Incubator Lease: AgEagle**

The AgEagle Incubator lease is set to expire this month. Staff has contacted Mr. Bret Chilcott, who informs us that the incubator lease extension is only needed through December 2020.

**RECOMMENDED MOTION: *I move to approve the AgEagle Incubator lease extension, with an expiration date of December 31, 2020.***

**4.I: Land Bank: Disposition on Northgate Mobile Homes**

Three mobile homes in the Northgate Mobile Home Park have been left in an abandoned condition by the previous owner of the property. Staff has advertised for anyone interested in owning the mobile homes to complete a Land Bank application. The Commission is asked to decide on a disposition for the three abandoned trailers.

**RECOMMENDED MOTION: *To be determined...***

The Board of Commissioners met in regular session in the great room at City Hall practicing social distancing at 2:00 p.m. on Wednesday, September 9, 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 26, 2020 Meeting; minutes from the September 3, 2020 Special Call Meeting; Appropriation (2020) 17; Raw Water Project Bond Appropriation No. 77; and Gas Line Project Appropriation No. 13. Seconded by Commissioner Moffatt. Motion carried.

Dave Arteberry of Stifel, Nicolaus & Company, was present for a discussion with Administrator Truelove and the Governing Body regarding the authorization of GO Bonds for the City's water and sewer projects. Discussion held.

#### **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.**

*(a complete copy of this Ordinance can be viewed in the City Clerk's office)*

Commissioner Nichol moved to approve Ordinance No. 1731, authorizing the issuance of Series 2020 G.O. Bonds in the principal amount of \$7,000,000. Seconded by Commissioner Moffatt. Motion carried.

Further discussion was held with Dave Arteberry, Administrator Truelove and the Governing Body regarding a resolution prescribing the form and details of, and authorizing and directing sale and delivery of the Series 2020 G.O. Bonds.

#### **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.**

*(a complete copy of this Resolution can be viewed in the City Clerk's office)*

Commissioner Moffatt moved to adopt Resolution No. 20-11 as presented. Seconded by Commissioner Nichol. Motion carried.

Discussion continued with Dave Arteberry, Administrator Truelove and the Governing Body regarding Resolution No. 20-12. This loan resolution document, on USDA form RUS Bulletin 1780-27, is required by USDA, and its completion signifies that City understands we are incurring debt to help pay for the water and wastewater improvements. The USDA Loan Resolution, identified as Neodesha Resolution 20-12, shall be incorporated into Resolution 20-11 as Exhibit A.

#### **RESOLUTION NO. 20-12**

##### **USDA 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 TO RAISE A PORTION OF THE COST OF SUCH UNDERTAKING BY ISSUANCE OF ITS BONDS IN THE PRINCIPAL CMOUNT OF \$7,000,000 PURSUANT TO THE PROVISIONS OF KSA 15-101 et seq. (a complete copy of this Resolution can be viewed in the City Clerk's office)**

Commissioner Nichol moved to adopt the USDA Loan Resolution, Resolution 20-12, as presented. Seconded by Commissioner Moffatt. Motion carried.

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Administrator Truelove and the Governing Body welcomed Beth Warren, Ranson Financial, for a presentation on suggested changes to our water and sewer rates related to the necessity of ensuring that the City is prepared to meet long-term debt for the water and sewer system improvements. Discussion held. No action taken.

Administrator Truelove and the Governing Body welcomed Mr. Ray Essington for a presentation on Dorothy DeLay, a former Neodesha resident.

Administrator Truelove and the Governing Body welcomed Ms. Lynne Estes, Director, Neodesha Housing Authority, to 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. 7<sup>th</sup> Street. Discussion held.

Commissioner Moffatt moved to authorize the Mayor to sign the proposed HUD Request for Release of Funds and Certification form, in support of the Neodesha Housing Authority. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of Change Order No. 2 from Orr Wyatt Streetscapes for the waterline project. Discussion held.

Commissioner Nichol moved to approve Change Order No. 2, from Orr Wyatt Streetscapes, at a cost of \$14,727.10. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of a Software and Professional Services Agreement with gWorks. This agreement covers the implementation and interface of the AMR project for our current utility billing and meter reading software programs. Discussion held.

Commissioner Moffatt moved 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. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of the annual renewal of the Hach Maintenance Agreement. Discussion held.

Commissioner Nichol moved to approve the renewal of the service agreement with Hach Service Plus in an amount not to exceed \$7,775. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove along with Fire Chief Banzet addressed the Commission regarding a Memorandum of Understanding with the Kansas State Fire Marshall's Office. This will replace the existing document declaring our ability to "respond" vs. "not respond" to out of state incidents. Discussion held.

Commissioner Moffatt moved 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. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove along with Public Works Director, Brent Wheeler, addressed the Commission regarding the need to purchase new regulator equipment for the gas sub-station. Discussion held.

Commissioner Nichol moved to approve the purchase of three Flowgrid gas regulators, from Koons Gas Measurement, at a cost of \$12,620.52. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a request for a fireworks display, at the site identified as the Waterworks Amphitheatre, on October 10, 2020. Discussion held.

Commissioner Moffatt moved to approve the use of City property, known as the Waterworks Amphitheatre, for a fireworks display on October 10, 2020 pending the receipt of an Event Coverage Insurance Certificate. Seconded by Commissioner Nichol. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk and Fire Chief Duane Banzet in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the great room at City Hall at 4:30 p.m. Seconded by Commissioner Nichol. Motion carried.

At 4:30 p.m. the regular meeting of the Governing Body reconvened in the great room at City Hall. No action taken.

Commissioner Moffatt moved to extend the Executive Session including the Governing Body, City Administrator, City Clerk and Fire Chief Duane Banzet in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session because it might invade the privacy of those discussed. The open meeting will resume in the great room at City Hall at 4:40 p.m. Seconded by Commissioner Nichol. Motion carried.

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Neodesha, Kansas

September 9, 2020

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At 4:40 p.m. the regular meeting of the Governing Body reconvened in the great room at City Hall. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, September 23, 2020 at 2:00 p.m.

At 4:41 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

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Devin Johnson, Mayor

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Stephanie Fyfe, City Clerk

**SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS**

Neodesha, Kansas  
September 14, 2020

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Tuesday, September 15, 2020 at 9:00 a.m. for the following purposes:

1. Discuss Purchase of Ambulance; Purple Wave Auction

The Board of Commissioners met in a Special Call Session on Tuesday, September 15, 2020 at 9:00 a.m. with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Administrator Truelove along with Fire Chief Duane Banzet addressed the Commission regarding the purchase of an ambulance from the Purple Wave Auction. Discussion held.

Commissioner Nichol moved to approve the purchase of a 2008 Ford F450 Super Duty XLT Ambulance from the Purple Wave Auction with a bid amount not to exceed \$25,000. Seconded by Commissioner Moffatt. Motion carried.

At 9:28 a.m. Commissioner Moffatt moved to adjourn the meeting. Seconded by Commissioner Nichol. Meeting adjourned.

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

**APPROPRIATIONS REPORT****ORDINANCE NO 18****9/23/2020**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	405.17	67690	9/23/2020
A T & T	PHONE CHARGES	168.43	67691	9/23/2020
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,243.19	67692	9/23/2020
CALLTOWER	PHONE CHARGES	336.43	67693	9/23/2020
CINTAS	FIRST AID SUPPLIES	43.29	67694	9/23/2020
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 10/20	50.00	67695	9/23/2020
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	506.73	67696	9/23/2020
FREDONIA OUTDOOR EQUIPMENT	SUPPLIES	148.22	67697	9/23/2020
GOOD RIDDANCE DISPOSAL	FALL CLEAN UP DUMPSTERS	1,720.00	67698	9/23/2020
GWORKS	REMOTE IMPLEMENT OF MRDM	750.00	67699	9/23/2020
INDEPENDENCE DAILY REPORTER	YEARLY SUBSCRIPTION RENEWAL	111.95	67700	9/23/2020
INDUSTRIAL SALES COMPANY INC	SUPPLIES	343.07	67701	9/23/2020
JEREMY JOHNSON	UNIFORM REIMBURSEMENT	119.77	67702	9/23/2020
KANSAS ALCOHOLIC BEVERAGE CONT	CMB STAMP FEES	175.00	67703	9/23/2020
KANSAS BG LLC	SUPPLIES	441.84	67704	9/23/2020
NKC Tire	TIRES	503.00	67705	9/23/2020
KANSAS DEPT OF HEALTH & ENVIRO	WW PERMIT FEE	185.00	67706	9/23/2020
KOONS GAS MEASUREMENT	GAS LINE PROJECT	12,688.03	67707	9/23/2020
LEAGUE OF KS MUNICIPALITIES	CITY CLERK MANUALS	435.90	67708	9/23/2020
LINN'S AIR COOLED ENGINES	SUPPLIES	649.99	67709	9/23/2020
LITTLE BEAR TIRE	TIRE REPAIR	715.50	67710	9/23/2020
MELS PRINTING	ENVELOPES	179.25	67711	9/23/2020
MIDWEST COMPUTER SALES	IT SERVICES	349.99	67712	9/23/2020
BANK OF AMERICA	ROCK	168.18	67713	9/23/2020
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	1,432.93	67714	9/23/2020
PEREGRINE CORPORATION	CITY LOGO APPAREL	153.68	67715	9/23/2020
PRIORITY POWER	AUGUST BILLING	1,000.00	67716	9/23/2020
PROTECTIVE EQUIPMENT TESTING L	EQUIPMENT TESTING	294.60	67717	9/23/2020
RANKIN MEMORIAL LIBRARY	TAX DISTRIBUTION	14,007.86	67718	9/23/2020



RANSON FINANCIAL GROUP LLC	WATER/SEWER RATE REVIEW	1,669.03	67719	9/23/2020
RED BUD SUPPLY INC	4X5 PRINTED FLAGS	1,151.87	67720	9/23/2020
RENEWABLE CONCEPTS	AIRPORT SIGN	1,365.53	67721	9/23/2020
STARBUCK TRUCKING LLC	TOW SERVICE	818.00	67722	9/23/2020
STERICYCLE INC	DISPOSAL SERVICE	129.00	67723	9/23/2020
TBS ELECTRONICS INC	RADIO EQUIPMENT	536.00	67724	9/23/2020
THE RUSTY NAIL	CABINETS	90.00	67725	9/23/2020
TLC GROUNDSKEEPING INC	MAIN ST LANDSCAPE MAINTENANCE	1,912.70	67726	9/23/2020
ULINE	LABELS	46.50	67727	9/23/2020
WALMART COMMUNITY BRC	SUPPLIES	390.71	67728	9/23/2020

\*\*\*\*TOTAL\*\*\*\*

47,436.34

## September 23, 2020

Vendor	Invoice No	Check No	Amount	Description
Decker Electric Inc	PR 4	1209	25,336.50	Construction
Orr Wyatt Streetscapes	PR 13v3	1210	57,660.21	Construction
<b>GRAND TOTAL</b>			<u><b>82,996.71</b></u>	

Approved the day above written.

*Devin Johnson, Mayor*

**Attest**

*Stephanie Fyfe, City Clerk*



## Contractor's Application for Payment No. 4

Application Period: Thru Sept 14th, 2020		Application Date: 9/15/2020
To (Owner): City of Neodesha	From (Contractor): Decker Electric, Inc.	Via (Engineer):
Project: Neodesha WTP SCADA/VFD Improvements	Contract: 35-180004-008-2005	
Owner's Contract No.: 35-180004-008-2005	Contractor's Project No.: 1908-012	Engineer's Project No.:

### Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ <u>\$268,150.00</u>
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 + 2)..... \$ <u>\$268,150.00</u>
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ <u>\$268,150.00</u>
			5. RETAINAGE:
			a. 5% X <u>\$268,150.00</u> Work Completed..... \$ <u>\$13,407.50</u>
			b. 5% X <u>                    </u> Stored Material..... \$
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ <u>\$13,407.50</u>
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ <u>\$254,742.50</u>
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. AMOUNT DUE THIS APPLICATION..... \$ <u>\$25,336.50</u>
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G total on Progress Estimates + Line 5.c above)..... \$ <u>\$13,407.50</u>
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

#### Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

#### Contractor Signature

By: *Ben Tai* Date: 9-15-2020

Payment of: \$ 25,336.50  
(Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 9/21/2020  
(Engineer) (Date)

Payment of: \$ 25,336.50  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

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

## Contractor's Application

EJCDC® C-620 Contractor's Application for Payment  
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# Contractor's Application for Payment No.

13 v3

Application Period: 07/17/20 to 08/21/20		Application Date: 8/27/2020	
To (Owner): City of Neodesha, KS	From (Contractor): Orr Wyatt Streetscapes	Via (Engineer): Professional Engineering Consultants	
Project: Neodesha 12" Waterline Improvements	Contract: Neodesha 12" Waterline Improvements		
Owner's Contract No.:	Contractor's Project No.: 198	PEC Project #: 35-180004-004-2005	

## Application For Payment Change Order Summary

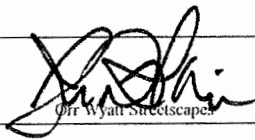
Approved Change Orders		
Number	Additions	Deductions
CO 2	\$27,543.00	-\$12,815.90
TOTALS	\$27,543.00	-\$12,815.90
NET CHANGE BY CHANGE ORDERS	\$14,727.10	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,560,623.55
2. Net change by Change Orders.....	\$	\$14,727.10
3. Current Contract Price (Line 1 + 2).....	\$	\$1,575,350.65
4. TOTAL COMPLETED AND STORED TO DATE (Column I on Progress Estimate).....	\$	\$1,335,358.75
5. RETAINAGE:		
a. 5% X \$1,335,358.75 Total Completed and Stored	\$	\$66,767.94
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$1,268,590.81
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,210,930.60
8. AMOUNT DUE THIS APPLICATION.....	\$	\$57,660.21
9. BALANCE TO FINISH, PLUS RETAINAGE (Column K on Progress Estimate + Line 5 above).....	\$	\$239,991.90

### Contractor's Certification

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

By:

  
Orr Wyatt Streetscapes

Date:

9-1-2020

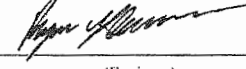
Payment of:

\$

\$57,660.21

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

is recommended by:



(Engineer)

9/1/2020

(Date)

Payment of:

\$

57,660.21

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

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

# Progress Estimate

# Contractor's Application

For (contract):		Noodesha 12" Waterline Improvements								Application Number:		13 v3	
Application Period:		07/17/20 to 08/21/20								Application Date:		8/27/2020	
A		B		C		D	E	F	G	H	I	J	K
Bid Item No.	Description	Bid Quantity	Unit	Unit Price	Total	Units Previously Installed	Value Previously Installed	Units Installed This Period	Value Installed This Period	Materials Presently Stored (not in G)	Total Completed and Stored to Date (E+G+H)	% (I/C)	Balance to Finish
	<b>Base Bid</b>												
1	12" Waterline **	4,720	LF	67.95	\$ 320,724.00	4564.48	\$ 310,156.42	106.53	\$ 7,238.71	\$ 2,270.51	\$ 319,665.64	99.7%	\$ 1,058.36
2	12" RJ Waterline by DD **	6,948	LF	103.75	\$ 720,855.00	6764	\$ 701,765.00	184	\$ 19,090.00		\$ 720,855.00	100.0%	\$ -
3	12" RJ Waterline (Through Casing)	26	LF	140.20	\$ 3,645.20	26	\$ 3,645.20		\$ -		\$ 3,645.20	100.0%	\$ -
4	12" Valve Assemblies **	16	EA	3,775.00	\$ 60,400.00	15	\$ 56,625.00	1	\$ 3,775.00		\$ 60,400.00	100.0%	\$ -
5	12" Anchored Valve Assembly	3	EA	4,855.00	\$ 14,565.00	2	\$ 9,710.00		\$ -	\$ 2,175.32	\$ 11,885.32	81.6%	\$ 2,679.68
6	20" Steel Casing by Open Cut	24	LF	107.85	\$ 2,588.40	24	\$ 2,588.40		\$ -		\$ 2,588.40	100.0%	\$ -
7	Fire Hydrant Assemblies	17	EA	5,285.00	\$ 89,845.00	13	\$ 68,705.00	1	\$ 5,285.00	\$ 9,501.53	\$ 83,491.53	92.9%	\$ 6,353.47
8	Air Release Assemblies	2	EA	2,265.00	\$ 4,530.00		\$ -		\$ -	\$ 1,375.79	\$ 1,375.79	30.4%	\$ 3,154.21
9	8" Waterline	288	LF	97.05	\$ 27,950.40	36.3	\$ 3,522.92	150.35	\$ 14,591.47	\$ 1,373.89	\$ 19,488.27	69.7%	\$ 8,462.13
10	8" Waterline by Directional Drill	96	LF	86.25	\$ 8,280.00		\$ -	96	\$ 8,280.00		\$ 8,280.00	100.0%	\$ -
11	8" Valve Assembly **	3	EA	2,480.00	\$ 7,440.00	3	\$ 7,440.00		\$ -		\$ 7,440.00	100.0%	\$ -
12	6" Waterline	288	LF	86.25	\$ 24,840.00	57.2	\$ 4,933.50	9	\$ 776.25	\$ 2,344.53	\$ 8,054.28	32.4%	\$ 16,785.72
13	6" Valve Assembly	13	EA	1,835.00	\$ 23,855.00	13	\$ 23,855.00		\$ -		\$ 23,855.00	100.0%	\$ -
14	4" Waterline	115	LF	73.35	\$ 8,435.25		\$ -	59	\$ 4,327.65	\$ 234.15	\$ 4,561.80	54.1%	\$ 3,873.45
15	4" Valve Assembly	4	EA	1,725.00	\$ 6,900.00	4	\$ 6,900.00		\$ -		\$ 6,900.00	100.0%	\$ -
16	12"x12" Tapping Sleeve and Valve	2	EA	8,090.00	\$ 16,180.00	2	\$ 16,180.00		\$ -		\$ 16,180.00	100.0%	\$ -
17	6"x6" Tapping Sleeve and Valve	1	EA	3,775.00	\$ 3,775.00		\$ -		\$ -	\$ 170.92	\$ 170.92	4.5%	\$ 3,604.08
18	Connect to Existing	20	EA	1,615.00	\$ 32,300.00	2	\$ 3,230.00	2	\$ 3,230.00	\$ 2,514.82	\$ 8,974.82	27.8%	\$ 23,325.18
19	Waterline Abandonment	1	LS	3,235.00	\$ 3,235.00		\$ -		\$ -		\$ -		\$ 3,235.00
20	Remove and Replace Pavement	528	LF	53.90	\$ 28,459.20		\$ -		\$ -		\$ -		\$ 28,459.20
21	Remove and Replace Gravel **	1,004	LF	5.05	\$ 5,070.20	905	\$ 4,570.25		\$ -		\$ 4,570.25	90.1%	\$ 499.95
22	Service Reconnections (Short)	22	EA	1,725.00	\$ 37,950.00		\$ -		\$ -	\$ 3,127.31	\$ 3,127.31	8.2%	\$ 34,822.69
23	Service Reconnections (Long)	47	EA	2,375.00	\$ 111,625.00		\$ -	2	\$ 4,750.00	\$ 6,204.77	\$ 10,954.77	9.8%	\$ 100,670.23
24	Erosion Control	1	LS	4,315.00	\$ 4,315.00	0.69	\$ 2,977.35		\$ -		\$ 2,977.35	69.0%	\$ 1,337.65
25	Site Clearing and Restoration	1	LS	5,390.00	\$ 5,390.00	0.69	\$ 3,719.10		\$ -		\$ 3,719.10	69.0%	\$ 1,670.90
CO 2	Install 12" valve provided by city	1	LS	2,198.00	\$ 2,198.00		\$ -	1	\$ 2,198.00		\$ 2,198.00	100.0%	\$ -
Original Contract Price					\$ 1,575,350.65		\$ 1,230,523.13		\$ 73,542.08	\$ 31,293.54	\$ 1,335,358.75	84.8%	\$ 239,991.90

### Stored Material Summary

### Contractor's Application

For (contract):	Noodesha 12" Waterline Improvements						Application Number: 13 v3			
Application Period:	07/17/20 to 08/21/20						Application Date: 8/27/2020			
A	B	C	D	E		F		G		H
Invoice No.	Shop Drawing Transmittal No.	Bid Item	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (E + F - G)
				Date (Month/Year)	Amount (\$)	Date (Month/Year)	Amount (\$)	Date (Month/Year)	Amount (\$)	
622307						Jul-19	\$ 18,606.40	8/2019	\$18,606.40	
622326						Jul-19	\$ 2,103.09	9/2019	\$2,103.09	
622435						Jul-19	\$ 3,102.44	9/2019	\$3,102.44	
622569						Aug-19	\$ 90,793.80	12/2019	\$90,793.80	
622570						Aug-19	\$ 50,418.48	2/2020	\$50,418.48	
622608						Aug-19	\$ 11,045.40	2/2020	\$11,045.40	
623910						Aug-19	\$ 259.25	2/2020	\$259.25	
0622570-2						Sep-19	\$ 104,616.64	3/2020	\$104,616.64	
0622570-1						Sep-19	\$ 50,418.48	6/2020	\$50,418.48	
622574						Sep-19	\$ 54,288.35	7/2020	\$54,288.36	
0622575-1						Sep-19	\$ 34,661.10	10/2019	\$17,303.45	\$17,357.65
622575						Aug-19	\$ 11,606.39			\$11,606.39
622577						Sep-19	\$ 2,329.50			\$2,329.50
			Totals				\$ 434,249.33		\$ 402,955.79	\$ 31,293.54

## Recap of units previously installed

For (contract): Neodesha 12" Waterline Improvements												Pay Ap #		13 v3	
Application Period: 07/17/20 to 08/21/20												Pay Ap Date		8/27/2020	
Bid Item No.	Description	Bid Quantity	Unit	Units previously installed (by pay ap)											Total Units Previously Installed
				1	2	3	4	5	6	7	8	9	10	11	
1	12" Waterline	4,904	LF	602.5	743										
2	12" RJ Waterline by DD	6,764	LF	591	636.92										
3	12" RJ Waterline (Through Casing)	26	LF												
4	12" Valve Assemblies	15	EA	2	2										
5	12" Anchored Valve Assembly	3	EA	2											
6	20" Steel Casing by Open Cut	24	LF												
7	Fire Hydrant Assemblies	17	EA	1	3										
8	Air Release Assemblies	2	EA												
9	8" Waterline	288	LF												
10	8" Waterline by Directional Drill	96	LF												
11	8" Valve Assembly	2	EA												
12	6" Waterline	288	LF												
13	6" Valve Assembly	13	EA												
14	4" Waterline	115	LF												
15	4" Valve Assembly	4	EA		2										
16	12"x12" Tapping Sleeve and Valve	2	EA	1											
17	6"x6" Tapping Sleeve and Valve	1	EA												
18	Connect to Existing	20	EA	1											
19	Waterline Abandonment	1	LS												
20	Remove and Replace Pavement	528	LF												
21	Remove and Replace Gravel	1,066	LF	602.5	24										
22	Service Reconnections (Short)	22	EA												
23	Service Reconnections (Long)	47	EA												
24	Erosion Control	1	LS												
25	Site Clearing and Restoration	1	LS	0.1											



**CDBG/USDA GAS LINE GRANT**  
**APPROPRIATION 14**  
**September 23, 2020**

Vendor	Invoice No	Check No	Amount	Description
Kansas State Treasurer	03/25/2020	1113	630.00	Administration
NPL Construction Co	PR 3	1114	193,717.60	Construction
GRAND TOTAL			<u>194,347.60</u>	

Approved the day above written.

---

*Devin Johnson, Mayor*

**Attest**

*Stephanie Fyfe, City Clerk*

# Office of the Kansas State Treasurer

## Bond Registration System

900 SW Jackson St., Ste 201 ... Topeka, KS 66612-1235 ... 785-296-3171

March 25, 2020

Stephanie Fyfe, City Clerk  
City Of Neodesha, Kansas  
1407 N. 8th  
Neodesha, KS 66757

RE: \$1,766,000.00 City Of Neodesha, Kansas  
General Obligation Temporary Notes, Series A, 2020  
Dated March 26, 2020

Dear Ms. Fyfe,

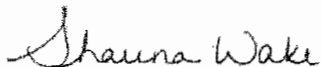
Enclosed is a copy of the Debt Service Schedule for a temporary note which was registered in this office. This schedule is provided for your information as to the principal and/or interest due on the payment. Also, please consider this your formal bill for the Registrar and Transfer Agent fee.

Paying Agent Fee:	\$	600.00
Registration Fee:	\$	30.00
Total Fee:	\$	630.00

As stated in the Agreement between Issuer and Agent, Issuer agrees to pay Agent within two business days following closing of the issue. Please remit funds to the Office of the State Treasurer at the above listed address.

If payment has been made, please disregard this bill. Should you have questions regarding your fee, please contact me at (785) 296-4160.

Sincerely,  
Office of the State Treasurer  
Jake LaTurner



Shauna Wake, M.B.A.  
Director of Fiscal Services

C.H.

September 11, 2020

This is a Second Notice for payment due. Please remit  
Or contact me concerning this payment.

Thank you, Kim Barry  
Fiscal Services, 785-296-4157  
Bond.receipts@treasurer.ks.gov

**Contractor's Application for Payment No.****3**

Application Period: 8/3/2020-8/27/2020		Application Date: 9/4/2020
To (Owner): City of Neodesha	From (Contractor): NPL Construction Co.	Via (Engineer): Professional Engineering Consultants, P.A.
Project: Neodesha Gas Distribution System Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 35-171291-000-2005

**Application For Payment  
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 1,699,401.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ -51,165.27
		-51,165.27	3. Current Contract Price (Line 1 ± 2).....	\$ 1,648,235.73
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 593,449.34
			5. RETAINAGE:	
			a. 5% X \$593,449.34 Work Completed.....	\$ 29,672.47
			b. 5% X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 29,672.47
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 563,776.87
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 370,059.27
			8. AMOUNT DUE THIS APPLICATION.....	\$ 193,717.60
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 1,084,458.86
TOTALS		-51,165.27		
NET CHANGE BY CHANGE ORDERS	\$51,165.27			

**60****Contractor's Certification**

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

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

**Contractor Signature**

By:

Date: 9-3-2020

Payment of: \$ 193,717.60  
(Line 8 or other - attach explanation of the other amount)is recommended by: Trenor Kaufman 09/14/2020  
(Engineer) (Date)Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)is approved by: \_\_\_\_\_  
(Owner) (Date)Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

## Contractor's Application

EJCDC® C-620 Contractor's Application for Payment  
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Page 2 of 2

## **ORDINANCE NO. 1732**

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

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

**Section 1**      **STANDARD TRAFFIC ORDINANCE INCORPORATED.** There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Neodesha, Kansas that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", Edition of 2020, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One official copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1732", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The Police Department, Municipal Judge, and all administrative departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**Section 2**      **TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES:**

- a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory revision that is classified as a traffic infraction in K.S.A. 8-2118.
- b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

**Section 3**      **PENALTY FOR SCHEDULED FINES.** The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge established a fine in a fine schedule shall not be less than \$10 nor more than \$1,200. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$1,200.

**Section 4**      **MAXIMUM SPEED LIMITS.**

Section 33 of Article 7 of the Standard Traffic Ordinance for Kansas Cities, 2020 Edition, is hereby changed to read as follows: Section 33. Maximum Speed Limits

- a) Except when a special hazard exists that requires lower speed for compliance with Section 32, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits.
  - 1) Twenty (20) miles per hour in any business district;
  - 2) Twenty-five (25) miles per hour in any residential district;
  - 3) Twenty (20) miles per hour in school zones between the following hours during the school term on days school is in session: 7:30 a.m. to 8:30 a.m.; 11:30 a.m. to 1:00 p.m.; and 3:00 p.m. to 4:00 p.m.  
The following areas are school zones:  
Eighth Street between Iowa and Bell Streets Granby Street between Fourth and Tenth Streets Fourth Street between Oak and Elm Streets Idaho Street between Sixth and Seward Streets Tank Street between Sixth and Seward Streets Ninth Street between Iowa and Lincoln Streets Church Street between Eighth and Tenth Streets
  - 4) Thirty (30) miles per hour on that portion of U.S. Highway 75 between Third Street and the Eastern City limits.
  - 5) Forty Five (45) miles per hour on that portion of U.S. Highway 75 from the Western City limits to 14<sup>th</sup> Street.

- 6) Thirty (30) miles per hour on that portion of U.S. Highway 75 from 14<sup>th</sup> Street to 9th Street.
- 7) Thirty (30) miles per hour on that portion of the West half of Fourth Street between Tank and Fifth Streets.
- b) Unless otherwise directed by a police officer, the driver of any vehicle within the City Limits shall obey the instructions of all signs and other traffic control devices placed within the City Limits by the City of Neodesha. This requirement is subject to the exceptions granted to the driver of an authorized emergency vehicle in this ordinance.

Section 5 ORDINANCES REPEALED. Ordinance No. 1698 and all or parts of ordinances in conflict herewith are hereby repealed.

Section 6 EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 23<sup>rd</sup> day of September, 2020.

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

**ORDINANCE NO. 1733**

**AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF NEODESHA, KANSAS, INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES,” EDITION OF 2020, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS, PROVIDING CERTAIN PENALTIES AND REPEALING ORDINANCE NO. 1699 AND ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

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

Section 1        INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Neodesha, Kansas that certain code known as the “Uniform Public Offense Code,” Edition of 2020, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One official copy of said Uniform Public Offense Code shall be marked or stamped “Official Copy as Adopted by Ordinance No. 1733”, with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.

Section 2        SECTION 10.13 AMENDED. Section 10.13 of Article 10 of the Uniform Public Offense Code, Edition of 2020, is hereby amended to read as follows:

10.13 BARBED WIRE AND ELECTRIC FENCES. It shall be unlawful for any person to construct, set up or maintain any barbed wire or above ground electric fence or enclosure within the City in any Residential Zone or Local Business Zone as shown on the Official City Zoning Map incorporated by Ordinance No. 1199.

Section 3        SECTION 10.29 OMITTED. Section 10.29 of Article 10 of the Uniform Public Offense Code, Edition of 2020, Violation of a Public Health Order, is hereby omitted:

Section 4        ORDINANCE REPEALED. Ordinance No. 1699 and all or parts of ordinances in conflict herewith are hereby repealed.

Section 5        EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

**Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 23<sup>rd</sup> day of September, 2020.**

ATTEST:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

**CITY OF NEODESHA**

**RESOLUTION NO. 20-13**

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

**WHEREAS**, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 23<sup>rd</sup> day of September, 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 11<sup>th</sup> day of November, 2020, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8<sup>th</sup>; 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.

**BE IT FURTHER RESOLVED** that prior Resolution 20-10 is hereby repealed, voided and of no force or effort.

**ADOPTED AND APPROVED** by the governing body of the City of Neodesha, Kansas this 23<sup>rd</sup> day of September, 2020.

ATTEST:

\_\_\_\_\_  
**Devin Johnson, Mayor**

\_\_\_\_\_  
**Stephanie Fyfe, City Clerk**



# SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

GWORKS

3905 S 148<sup>TH</sup> 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: 09/18/2020

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>
1	\$1,500.00	\$1,500.00

Meter Change Out Interface (electric) with Landis & Gyr for the purpose of  
Exporting Existing Account/Meter Data to help them with their meter change out process  
Importing Reads and New Meter Information into SimpleCity's Utility Billing Software  
Price is based on using an XML file with gWorks' tags\*  
Initial training on how to use the Meter Change Out Interface is included in the cost.  
Any ongoing training or service would be billable at the rate of \$132.00 an hour (we don't  
anticipate this would be needed)

All Services are billable unless otherwise stated.

**\*Note:** Price of the Meter Change Out Interface is based upon using an XML file with gWorks' tags. gWorks will not change the published XML tags. However, we reserve the right to add additional tags and corresponding data to meet the needs of future customers. The software vendor that this interface is used by must write their application to consume (use) only the data that their application needs. They must be able to ignore tags and corresponding data that are not needed for their application.

## **SIMPLECITY SOFTWARE AND IMPLEMENTATION:**

\$1,500.00

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price	<u>\$750.00</u>
At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)	<u>\$750.00</u>

SimpleCity Software Annual License Fee (ALF)  
SimpleCity Software Product Support Agreement (PSA)

Not Applicable  
Not Applicable

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PURCHASER:

(Sign Here) \_\_\_\_\_

Customer Signature

Print Name: \_\_\_\_\_

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

ACCEPTED:

**GWORKS**

**3905 S 148<sup>TH</sup> ST., SUITE 200**

**OMAHA, NE 68144**

By: \_\_\_\_\_

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

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

## A M E N D M E N T (3)

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

The new expiration date will be December 31, 2020. The monthly rent shall be \$600.

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

CITY OF NEODESHA:

TENANT:

\_\_\_\_\_  
Devin Johnson, Mayor

\_\_\_\_\_  
Bret Chilcott

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

WITNESSED

\_\_\_\_\_  
Stephanie Fyfe, City Clerk

\_\_\_\_\_