

Agenda
City Commission of the City of Neodesha, KS
August 25, 2021 2:00 p.m.
ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

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 11, 2021 Minutes
- Approval of August 18, 2021 Special Call Minutes
- Appropriation (2021) 14
- Fire Insurance Proceeds Disbursement
- Raw Water Project Bond Appropriation 94

Item 4: Business Items to Consider

- A. KDOT/Local Agreement for Safe Routes to School-PE on Phase 2 of Plan
- B. Accept Kansas Wildlife & Parks Grant
- C. Request for Donation of Property; Get Fit Building: Wilson Medical Center
- D. Consider Deeding 220 N. 7th Street to Neodesha Housing Authority
- E. Consider Vacating and Donating a Portion of Little Bear Trail: SICUT
- F. Consider Monitoring Well Placement on Wilson Drive
- G. Request Use of Memorial Park for October 23rd: Courtney Johnston, WMC

Item 5: Date/Time of Next Regular Meeting

Wednesday, September 8, 2021 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Non-elected Personnel

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
August 25, 2021

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: KDOT/Local Agreement for Safe Routes to School-PE on Phase 2 of Plan

It should be noted, that back in February of 2021, we were approved for the KDOT Safe Routes to Schools grant, phase-2. This grant is for expenses related to the preliminary engineering expenses. KDOT has sent us the agreement document that will need to be approved to advance this Safe Routes to Schools project.

RECOMMENDED MOTIONS: *I move to approve the KDOT/Local Agreement for Safe Routes to School (Preliminary Engineering), for Phase-2.*

4.B: Accept Kansas Wildlife & Parks Grant

The Commission is asked to accept the grant from Kansas Wildlife & Parks (Community Fisheries Assistance Program), in an amount not to exceed \$38,370. This grant will be used for continued improvements to the City Pond located in Riverwalk Park. This is a 75/25 matching grant.

RECOMMENDED MOTIONS: *I move to approve the Kansas Wildlife & Parks, Community Fisheries Assistance Program grant as presented.*

4.C: Request for Donation of Property; Get Fit Building: Wilson Medical Center

This agenda item was initially discussed by the Commission on February 20, 2021, but was tabled. The Commission again discussed this agenda item on March 10, 2021, but the motion died for lack of a 2nd. At the request of the WMC CEO, the Commission is again asked to consider donating the Get Fit building to WMC, but this request has been modified to request that the donation be to the WMC Foundation.

RECOMMENDED MOTIONS: *To Be Determined...*

4.D: Consider Deeding 220 N. 7th Street to Neodesha Housing Authority

The Commission is asked to approve the transfer (deed) of 220 N. 7th Street to the Neodesha Housing Authority.

RECOMMENDED MOTIONS: *I move to approve the transfer of 220 N. 7th Street to the Neodesha Housing Authority.*

4.E: Consider Vacating and Donating a Portion of Little Bear Trail: SICUT

The Commission is asked to consider a request from SICUT that the city vacate and deed to them a portion of Little Bear Trail, located in the W. Granby Business Park. Prior to the Commission meeting, Staff will need to determine the proper protocol for making this happen. For example, will the parcel need to be surveyed and/or vacated prior to deeding the property? Pending the outcome of these questions, the Commission may be asked for a consensus to set this in motion.

RECOMMENDED MOTIONS: *To Be Determined...*

4.F: Consider Monitoring Well Placement on Wilson Drive

Due to the construction of the new building for Neodesha Plastics, the BP contractor has needed to move a monitoring well from that property. They have determined an acceptable new location for the placement of a monitoring well; Wilson Drive.

RECOMMENDED MOTIONS: *I move to approve the placement of a monitoring well on Wilson Drive.*

4.G: Request Use of Memorial Park for October 23rd: Courtney Johnston, WMC

During the Commission meeting August 11, 2021, WMC asked for the use of Memorial Park for a Fall Festival. Due to the permanent placement of electrical outlets in Riverwalk Park (also known as the Waterworks Amphitheatre), WMC was approved for the festival at Riverwalk Park. WMC is asking the Commission to reconsider their request for the festival to be conducted at Memorial Park.

RECOMMENDED MOTIONS: *To Be Determined...*

Item 6: Executive Session:

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body, City Administrator, Police Chief, and City Clerk 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 Commission Room at ____ p.m.

Neodesha, Kansas
August 11, 2021

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall conducting the meeting by live streaming with Zoom on Wednesday, August 11, 2021 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 as presented consisting of the minutes from the July 28, 2021 Commission Meeting; minutes from the August 4, 2021 Special Call Meeting; Appropriation (2021) 13; and Raw Water Project Bond Appropriation 93. Seconded by Commissioner Moffatt. Motion carried.

Mayor Johnson read a proclamation honoring Irene Reece in celebration of her recent 100th birthday on August 9, 2021, as well as thanking her for the many community contributions both personally and through the generous support of the Reece Foundation. The Governing Body and citizens of Neodesha send congratulations and best wishes to Irene for continued health, happiness, and prosperity.

The Governing Body welcomed Kyle Spielbusch of Jarred, Gilmore and Phillips, PA, for a presentation of the 2020 Audit. Presentation was given and discussion held.

Commissioner Moffatt moved to approve the 2020 Audit as presented. Seconded by Commissioner Nichol. Motion carried.

The Governing Body welcomed representatives from Wilson Medical Center, who are asking for the use of Memorial Park for a Wilson Medical Center Community Party, to be scheduled for October 23, 2021. Discussion held regarding the request and the location of the party.

Commissioner Nichol moved to approve the October 23rd use of Riverwalk Park by Wilson Medical Center. Seconded by Commissioner Moffatt. Motion carried.

This being the time and date published in the official newspaper for 2022 Budget Hearing, the public hearing was opened by Mayor Johnson. Being there were no public comments, the hearing was then closed. Discussion held.

Commissioner Moffatt moved to adopt the Budget for the 2022 calendar year as presented. Seconded by Commissioner Nichol. Motion carried.

This being the time and date published in the official newspaper for the hearing on the Dangerous Structures located at 1504 N 1st Street, the public hearing was opened. Discussion held. The hearing was then closed.

RESOLUTION NO. 21-23

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON LEGAL DESCRIPTION: *LOTS 11 THROUGH 17 AND THE SOUTH 175 FEET OF LOTS 18 AND 19 OF BLOCK 4, VIVIAN DEER'S SUBDIVISION, CITY OF NEODESHA, WILSON COUNTY, KANSAS*, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 23rd day of June, 2021 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the 23rd day of June, 2021, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 1st day of July, 2021, and on the 8th day of July, 2021, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 11th day of August, 2021, the governing body has heard all evidence submitted by the enforcing officer of the City, the owners, agents, lienholders and occupants of such structure (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA: THAT said governing body hereby finds that the structure located on Legal Description: *LOTS 11 THROUGH 17 AND THE SOUTH 175 FEET OF LOTS 18 AND 19 OF BLOCK 4, VIVIAN DEER'S SUBDIVISION, CITY OF NEODESHA, WILSON COUNTY, KANSAS*, is unsafe and dangerous and hereby directs such structure to be

(continued on next page)

removed and the premises made safe and secure. The owner of such structure is hereby given **30** days from the date of publication of this Resolution within which to commence the removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

Commissioner Nichol moved to approve Resolution 21-23 declaring the property located at 1504 N 1st Street as unsafe or dangerous, and allow the property owner 30 days to repair or remove the structures and make the property safe. Seconded by Commissioner Moffatt. Motion carried.

This being the time and date published in the official newspaper for the hearing on the Dangerous Structures located at 1532 B Street, the public hearing was opened. Discussion held. The hearing was then closed.

RESOLUTION NO. 21-24

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON LEGAL DESCRIPTION: LOTS TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19) TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), AND TWENTY THREE (23) BLOCK ONE (1), DEER AND PARK'S SUBDIVISION, BEING A PART OF THE EAST HALF (E1/2) OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 23rd day of June, 2021 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the 23rd day of June, 2021, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 1st day of July, 2021, and on the 8th day of July, 2021, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 11th day of August, 2021, the governing body has heard all evidence submitted by the enforcing officer of the City, the owners, agents, lienholders and occupants of such structure (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA: THAT said governing body hereby finds that the structure located on Legal Description: **LOTS TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19) TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), AND TWENTY THREE (23) BLOCK ONE (1), DEER AND PARK'S SUBDIVISION, BEING A PART OF THE EAST HALF (E1/2) OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST**, is unsafe and dangerous and hereby directs such structure to be removed and the premises made safe and secure. The owner of such structure is hereby given **30** days from the date of publication of this Resolution within which to commence the removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

Commissioner Moffatt moved to approve Resolution 21-24 declaring the property located at 1532 B Street as unsafe or dangerous, and allow the property owner 30 days to repair or remove the structures and make the property safe and secure. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding Resolution 21-25 which involves amending the City's Position Classification and Pay Plan. The amendment will add the position of Assistant to the City Administrator/Community Development Director. Discussion held.

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RESOLUTION 21-25

A RESOLUTION AMENDING THE POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA, KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-14.

WHEREAS, K.S.A. 12-101 provides that a city may exercise the powers of home rule in determination of local affairs, and the City of Neodesha is a City of the Second Class as defined by Kansas Statute; and

WHEREAS, the management of the City of Neodesha regarding personnel rules, employee classification plans, compensation and related administrative procedures and policies are a permissible exercise of home rule powers, pursuant to K.S.A. 12-101a; and

WHEREAS, the City of Neodesha Governing Body established a pay plan and position descriptions for all City of Neodesha employees in the form of a Position Classification and Pay Plan document to establish an equitable pay system based upon merit performance to be administered by the City Administrator:

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:

That the following amendments be made to the adopted Position Classification and Pay Plan:

- Inclusion of a Job Description for an Assistant to the City Administrator/Community Development Director.
- Addition of an Assistant to the City Administrator/Community Development Director to the City of Neodesha Administration Organization Chart.
- Amend Section 4: Pay Tables for Grade 08, to add Assistant to the City Administrator/Community Development Director.
- Amend page numbers and the Table of Contents to reflect the above-mentioned additions.

Commissioner Nichol moved to adopt Resolution 21-25 amending the Position Classification and Pay Plan. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of an agreement with Ranson Financial Group to provide administrative services towards the effective management of our American Rescue Plan Act (ARPA) funding. Discussion held.

Commissioner Moffatt moved to approve the ARPA Administration Services Agreement with Ranson Financial Group as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the status of the property located at 220 N 7th Street. Staff has been in contact with a representative from HUD to discuss the possible transfer of deed to the Neodesha Housing Authority as this property is currently owned by the City of Neodesha. Discussion held. No action taken.

Administrator Truelove addressed the Commission regarding the one vacancy left to fill on the Planning & Zoning Commission. Chris Jabben has volunteered to serve on this Commission. Discussion held.

Commissioner Nichol moved to appoint Chris Jabben to the Planning & Zoning Commission with a term ending date of 12/31/2023. Seconded by Commissioner Moffatt. Motion carried.

At 3:20 p.m. Commissioner Nichol requested a 10-minute recess. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording paused.

At 3:30 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator and City Clerk 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 Commission Room at 4:00 p.m. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 4:00 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

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Neodesha, Kansas

August 11, 2021

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The next regular meeting of the Governing Body will be held at City Hall on Wednesday, August 25, 2021 at 2:00 p.m.

At 4:10 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
August 18, 2021

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Wednesday, August 18, 2021, at 12:00 noon for the following purposes:

1. Consider USDA-RD Grant for Police Facility Equipment: Mike Billings, USDA-RD
2. Executive Session: Non-Elected Personnel

The Board of Commissioners met in a Special Call Session at 12:00 noon, Wednesday, August 18, 2021, with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

The Governing Body welcomed Mike Billings, USDA-RD, by conference call, to discuss grant funding for Police Facility Equipment. Discussion held.

Commissioner Nichol moved to approve the USDA-RD Grant for Police Facility Equipment as presented. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, City Clerk and Public Works Director Brent Wheeler 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 Commission Room at 12:50 p.m. Seconded by Commissioner Nichol. Motion carried.

At 12:50 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken.

Commissioner Nichol moved to extend the Executive Session including the Governing Body, City Administrator, City Clerk and Public Works Director Brent Wheeler 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 Commission Room at 1:20 p.m. Seconded by Commissioner Moffatt. Motion carried.

At 1:20 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken.

Commissioner Moffatt moved to extend the Executive Session including the Governing Body, City Administrator and City Clerk 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 Commission Room at 1:30 p.m. Seconded by Commissioner Nichol. Motion carried.

At 1:30 p.m. Commissioner Nichol moved to adjourn the meeting. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 14****8/25/2021**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	603.43	69226	8/25/2021
ADVANCE INSURANCE COMPANY	SEPTEMBER PREMIUMS	469.02	69228	8/25/2021
CALLTOWER	PHONE CHARGES	318.48	69229	8/25/2021
CASCO INDUSTRIES, INC	RED EJECT COVER	599.25	69230	8/25/2021
CORE & MAIN	SEWER TEE & COUPLING	332.93	69231	8/25/2021
D & D AUTO REPAIR & ALIGNMENT	TIRES	130.95	69232	8/25/2021
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 9/21	50.00	69233	8/25/2021
FOLEY INDUSTRIES INC	BACKHOE PARTS	366.27	69234	8/25/2021
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	75.00	69235	8/25/2021
GERKEN RENT-ALL	SANITATION UNITS	352.00	69236	8/25/2021
GOOD RIDDANCE DISPOSAL	DUMPSTERS	640.00	69237	8/25/2021
HACH COMPANY	LAB SUPPLIES	550.22	69238	8/25/2021
HAWKINS INC	CHEMICALS	5,183.88	69239	8/25/2021
HUGO'S INDUSTRIAL SUPPLY, INC	SUPPLIES	370.36	69240	8/25/2021
INDUSTRIAL SALES COMPANY INC	TAP TEE & WIRE	229.07	69241	8/25/2021
JARRED, GILMORE & PHILLIPS, PA	FINAL AUDIT BILLING	9,900.00	69242	8/25/2021
KANSAS STATE TREASURER	WATER LINE BOND PAYMENT	308,795.00	69243	8/25/2021
NKC Tire	TIRES	499.40	69244	8/25/2021
KEY EQUIPMENT & SUPPLY CO	SEAL KIT	247.78	69245	8/25/2021
MID-AMERICAN COURTWORKS	TENNIS COURT RESURFACING	24,800.00	69246	8/25/2021
MIDWEST COMPUTER SALES	SOFTWARE INSTALLMENT	469.94	69247	8/25/2021
NEODESHA HOUSING AUTHORITY	DAMAGE CLAIM REIMBURSEMENT	2,800.00	69248	8/25/2021
PENMAC PERSONNEL SERVICES INC	TEMP PERSONNEL SVC	2,910.73	69249	8/25/2021
PITNEY BOWES	POSTAGE FOR METER	1,000.00	69250	8/25/2021
PRIORITY POWER	JULY BILLING	1,000.00	69251	8/25/2021
PROTECTIVE EQUIPMENT TESTING L	EQUIPMENT TESTING	1,320.38	69252	8/25/2021
SOUTHERN UNIFORM & EQUIPMENT	UNIFORMS	999.10	69253	8/25/2021
SPARKLIGHT	INTERNET SERVICE	92.49	69254	8/25/2021
STERICYCLE INC	DISPOSAL SERVICE	211.05	69255	8/25/2021

STOP STICK LTD	TRAINING KIT	394.00	69256	8/25/2021
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	85.00	69257	8/25/2021
SUSTEEN INC	DATAPILOT 10 SOFTWARE RENEWAL	995.00	69258	8/25/2021
TRI-STAR UTILITIES, INC	SEWER LINE REPLACEMENT	12,000.00	69259	8/25/2021
UTILITY CONSULTANTS INC	PRE EMPLOYMENT TEST	80.00	69260	8/25/2021
WILSON COUNTY COORDINATOR	LANDFILL CHARGES	548.50	69261	8/25/2021
REYNOLDS PLUMBING & ELECTRIC	SEWER REPAIR	755.00	68987	7/9/2021
WEX BANK	FUEL PURCHASES	8,619.22	68988	7/9/2021
SPARKLIGHT	INTERNET SERVICE	136.39	68989	7/9/2021
SPARKLIGHT	INTERNET SERVICE	169.78	68992	7/30/2021
EVERGY	STREET LIGHTS @ OTTAWA	108.03	68993	7/30/2021
VISA	MEMBERSHIP DUES & SUPPLIES	5,898.74	68994	7/30/2021
SOUTHERN STAR CENTRAL GP INC	JUNE BILLING	6,957.88	68995	7/30/2021
BARTA ANIMAL HOSPITAL	VET CARE INSPECTION	100.00	68996	7/30/2021
CONSTELLATION NEWENERGY	JUNE BILLING	35,017.20	68997	7/30/2021
INA ALERT	NEW CAMERAS & DOOR SECURITY	22,835.52	68998	7/30/2021
LIBERTY NATIONAL LIFE INSURANCE	GROUP LIFE INSURANCE	247.30	68999	7/30/2021
WEX BANK	FUEL PURCHASES	7,937.23	69001	7/30/2021
R & S CONSTRUCTION	DEMOLITION	14,000.00	69002	7/30/2021
CASH	EMPLOYEE BIRTHDAYS	30.00	69003	7/30/2021
EVERGY	AIRPORT/RUNWAY LIGHTS	67.97	69004	7/30/2021
US POST OFFICE	JULY BILLING	313.74	69005	7/30/2021
****TOTAL****		482,613.23		

ACH ELECTRIC ENERGY STATEMENTS BILLED AUGUST 2021

KMEA - SPA Hyrdro Project	July 2021 Service	4,573.89
KMEA - GRDA Power Supply Project	September 2021 Service	105,706.12
KMEA - Energy Mgmt Project No 3	July 2021 Service	120,481.48
TOTAL ACH Electric Energy Statements		230,761.49



Two Rivers. No Limits

P O Box 336
Neodesha KS 66757
Phone 620-325-2828

**Credit
Memo**

DATE: AUGUST 25, 2021
INVOICE NO. 20210825

TO:

State Farm
PO Box 106169
Atlanta, GA 30348

RE: Claim No 16-03V2-83B
Dwight & Lindsay Johnson
906 Church

COMMENTS OR SPECIAL INSTRUCTIONS:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Original Issue Check dated 02/17/2020		\$ 18,610.55
	Postage -- 08/28/2020 Mailing		-6.90
	Publication Charges -- Resolution 20-10		-82.50
	Postage -- 09/29/2020 Mailing		-6.90
	Publication Charges -- Resolution 20-13		-154.00
	Postage -- 11/17/2020 Mailing		-6.90
	Publication Charges -- Resolution 20-16		-93.50
	Compliance/Mowing Charges -- City of Neodesha 07/08/2021		-100.00
	Demolition Charges -- R & S Construction 07/14/2021		-4,000.00
SUBTOTAL			\$ 14,159.85
ADMINISTRATIVE FEES			0.00
			0.00
TOTAL RETURN TO STATE FARM			\$ 14,159.85

Thank you!

August 25, 2021

Vendor	Invoice No	Check No	Amount	Description
PEC Engineering	524594	1243	3,295.96	Engineering
GRAND TOTAL			<u>3,295.96</u>	

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Invoice

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



July 28, 2021
Project No: 180004-010
Invoice No: 524594

Project 180004-010 Neodesha SS Extension & LS
Neodesha, KS

Professional Services through June 26, 2021

Level 1 07 RPR Services Muni

Professional Personnel

	Hours	Rate	Amount
Project Manager 2	6.00	165.00	990.00
Project Engineer 1	18.50	115.00	2,127.50
Totals	24.50		3,117.50
Total Labor			3,117.50

Reimbursable Expenses

Travel & Subsistence - Reimbursable	178.46
Total Reimbursables	178.46

Billing Limits

	Current	Prior	To-Date
Total Billings	3,295.96	1,878.75	5,174.71
Limit			30,000.00
Remaining			24,825.29

Total this Level 1 \$3,295.96

Total Current Invoice \$3,295.96

*****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.



**KANSAS
WILDLIFE
& PARKS**

KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM
512 S.E. 25th Avenue, Pratt, KS 67124-8174
620/672-5911

**COMMUNITY FISHERIES ASSISTANCE PROGRAM
GRANT AGREEMENT**

This Agreement is entered into on this _____ day of _____, 20__ by and between City of Neodesha, located at 1407 N 8th, Neodesha, KS 66757 (hereinafter referred to as the "Cooperator"), and the Kansas Department of Wildlife, Parks and Tourism, located at 1020 S. Kansas Ave. Topeka, KS 66612 (hereinafter referred to as the "Department").

WHEREAS, Department administers the Community Fisheries Assistance Program (CFAP), which provides funding to local communities for improving community fisheries;

WHEREAS, Cooperator has submitted, and Department has approved, Cooperator's Community Fisheries Project (hereinafter referred to as "Project"), which is set forth in Attachment 1: and

WHEREAS, Cooperator agrees to implement the Project on Cooperator owned property (identified below and hereinafter referred to as "Designated Property"), located in Wilson County, Kansas at:

Sec. 19 Township 30S Range 16E

Amount Department shall reimburse the Cooperator's expenditures \$38,370.00.

NOW THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

Term

1. The term of this Agreement shall be for ten (10) years from the date of last signature.

Notice

2. Any notice given pursuant to this Agreement shall be provided by certified mail to the following:

Cooperator:

Name

Title

Address

Email Address

Phone Number

Department:

Jeff Conley
Fisheries Program Specialist
512 SE 25th Avenue
Pratt, KS 67124
jeff.conley@ks.gov
(620) 672-5911

Payment

3. Department shall pay Cooperator for legitimate costs incurred by Cooperator on the Project, as outlined in Attachment 1. Department shall reimburse Cooperator an amount not to exceed \$38,370.00; provided that, such payments to Cooperator may not exceed 75% of the Project total cost.
4. Cooperator shall abide by the specified Project costs, percentage cost share contribution (if any), and Project specifications as set forth in Exhibit A.

- Dock -

McAlister OK

Neeco Sullivan - 800-232-3625 intsales@neecosullivan.com

5. Upon completion of the Project, Cooperator must provide proof of payment by completing the CFAP Grant Program Invoice/Financial Reporting Form (identified as Attachment 2) and submitting it to Department. Invoices for reimbursement must be submitted by March, 2023.
6. All Project expenditures must be fully documented. Cooperator's documentation (including, without limitation, receipts, invoices, contracts, data, and expense reports) must be kept for a period of five (5) years after reimbursement for the expenditures is made by Department, and such documentation shall be made available to Department upon request within thirty (30) days.

Program Specifications

7. Cooperator shall allow public access (ingress and egress) to the Designated Property and the improvements thereon but may reasonably restrict public access based upon the time of day or season of year.
8. Cooperator shall permit Department, or its duly authorized representative, to inspect and audit the site.
9. Cooperator shall not remove, dismantle, or destroy any improvements to the Designated Property that are associated with, a result of, or made in connection with the Project or discontinue the Project, in whole or in part, without the prior written approval of Department.
10. Cooperator, as well as Cooperator's agents and employees, shall take reasonable actions to prevent the introduction or spread of invasive species, including, but not limited to, the cleaning, draining, and drying of equipment prior to its arrival and use for the Project; nor shall any activity knowingly be authorized, funded, or carried out that would likely introduce or spread invasive species at the Designate Property.
11. Equal opportunity to participate in and benefit from the program described herein is available to all individuals without regard to race, religion, national origin or ancestry or age. Complaints of discrimination should be sent to the Office of the Secretary, Kansas Department of Wildlife, Parks and Tourism, 1020 South Kansas Ave., Suite 200, Topeka, KS 66612.

Representations

12. Cooperator represents, and the Department reasonably relies upon such representation, that neither Cooperator nor any of Cooperator's principles, subcontractors, or suppliers used on this Project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in such an agreement by any Federal or state department or agency.
13. Cooperator represents, and Department reasonably relies upon such representation, that Cooperator is the owner of the Designated Property, and Cooperator agrees to maintain and operate the Project on the Designated Property for the entire term of this Agreement.

Breach, Termination & Remedy

14. Either party may terminate this Agreement with thirty (30)-days' written-notice to the other party.
15. Department shall notify Cooperator in writing of any breach of Cooperator's obligation under this Agreement and shall have thirty (30) days to cure the breach. If such breach is not cured within said time, this Agreement shall be deemed terminated for cause.
16. If Cooperator elects to terminate this Agreement prior to the end of the Term, as provided herein, or if Department terminates this Agreement for cause, Cooperator shall repay Department in the sum of \$ 3,831.00 for each year or part thereof that remains in the Term of this Agreement. Department shall provide to Cooperator the total sum of repayment in a notice setting forth the amount owed. Cooperator shall repay all monies determined to be owed to Department within thirty (30) days of Department's notice.

17. The parties acknowledge that legislative appropriated funds for CFAP are integral to the feasibility of the Project and continuation of CFAP and that a lack of funding would irreparably damage the parties. If, for any reason, anticipated funds are not adequately appropriated for the proper administration of CFAP, as determined in Department's sole discretion, or CFAP is discontinued or materially altered by legislative action or omission, whether state or Federal, in such a way as to make the administration of the program unsustainable or ineffectual, as determined in Department's sole discretion, the Department shall have the right to immediately terminate this agreement upon giving thirty (30)-days' written notice to Cooperator with no penalty to Department.

Agency, Assignment, Amendment & Waiver

18. Each party shall act in their individual capacity and not as agents, employees, partners in a joint venture, or as associates of one another. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purpose.
19. This Agreement shall not be assigned to any other entity, nor the respective rights or duties thereof.
20. Department's failure at any time to require strict performance by Cooperator of any of the provisions of this Agreement shall not waive or diminish Department's right thereafter to demand strict compliance therewith.
21. This Agreement shall be modified only by mutual agreement in writing and signed by both parties.
22. Any waiver of either parties' obligation to perform pursuant to the terms or conditions of this Agreement must be in writing and signed by both parties.

Jurisdiction, Enforceability & Additional Provisions

23. Every provision of this Agreement is subject to the laws of the State of Kansas.
24. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the Agreement. If such provision shall be deemed invalid due to its scope and breadth, such provisions shall be deemed valid to the extent of the scope and breadth permitted by law.
25. This Agreement shall be made available to the public upon request under the Kansas Open Records Act, K.S.A. 45-215 *et seq.*
26. The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached and made a part hereto (identified as Attachment 3), are hereby incorporated in this Agreement and made a part hereof.
27. This Agreement, together with the attachments and exhibits, constitutes the entire agreement between the parties.
28. This Agreement shall supersede and control over all written or oral agreements between the parties.

All signatories to this Agreement hereby attest to authorization as a signatory for the respective entities involved.

Cooperator Signature Date

Title

Federal Tax Identification No.

Mike Miller, Assistant Secretary for Wildlife,
Fisheries, and Boating

Date

CFAP Grant Program Invoice / Financial Reporting Form

Submitted By:

Submit To:

KS Dept of Wildlife, Parks and Tourism
Attn: Jeff Conley
512 SE 25th Ave
Pratt, KS 67124

Contract Number or Title: _____

Report Period: From ____/____/____ to ____/____/____ *Contract start date to date of report or contract end date*

Estimated Project Cost from Application	
Requested Grant Reimbursement %:	
Requested Grant Reimbursement \$:	
Cooperator's Match from Application %	
Cooperator's Match from Application \$:	

Expenses	
Contractual Services	
Salaries	
Equipment	
In-Kind Contributions*	
TOTAL Project Expenses	

Total final payment is requested in the amount of: \$ _____ **

Authorized Representative as Identified on Application _____ Date _____

KDWPT Representative, Report Approved By _____ Date _____

* Must be outlined in grant application and project description.

** If project total expenses EXCEED contract amount, KDWPT will only reimburse dollar amount defined in contract.

If project total expenses are LESS than contract amount, KDWPT will only reimburse % Share defined in contract.

AGENCY USE ONLY		Authorized by:
Total KDWPT Funding Approved		
KDWPT Share (%)		

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment +0 nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

EXHIBIT A

Cooperator: City of Neodesha

Project Title: Riverwalk Park Fishing Dock

SPECIFIED PROJECT COSTS

Kansas Department of Wildlife, Parks, and Tourism

Reimbursement grant for expenses as indicated on the application*: \$38,370

**Reimbursement not to exceed this amount, or no more than 75% of the total project cost*

SPECIFIED PROJECT COSTS

Cooperator: City of Neodesha

Federal Tax ID#: 48-6040117

Project Cost/Share Expenses as indicated on the application*: \$12,790.00

**Cost/Share to be no less than 25% of the total project cost*

The Cooperator is responsible for providing proof of payment for all applicable materials and/or services purchased, including labor.

TOTAL PROJECT COST: \$51,160.00

CFAP Grant Program Invoice / Financial Reporting Form

Submitted By:

John/Jane Doe _____
City of _____

Submit To:

KS Dept of Wildlife, Parks, & Tourism
Attn: Jeff Conley
512 SE 25th Ave
Pratt, KS 67124

Contract Number or Title: _____

Report Period: From ____/____/____ to ____/____/____ *Contract start date to date of report or contract end date*

Beginning Grant Balance:	\$ Requested KDWPT Funds
Expenses:	
Contractual Services	Expenses to third party vendor
Salaries	Salaries paid to Cooperator employees
Equipment	Direct purchase of equipment
Supplies	Necessary materials
Ending Grant Balance:	\$ _____ (if negative balance = \$0)

Beginning Cooperator Match Balance:	\$ Match from Grant Application
Expenses:	
Local Funds	\$ Cooperator payments
Other Funds	\$ Other entities if applicable*
In-Kind Contributions	\$ Donations of Goods/Services*
Ending Cooperator Match Balance:	\$ _____ (if negative balance = \$0)

*Total final payment is requested in the amount of: **\$ Reimbursement Amount*****

Authorized Representative as Identified on Application Date

KDWPT Representative, Report Approved By Date

* Must be outlined in grant application and project description.

** If project total expenses EXCEED contract amount, KDWPT will only reimburse dollar amount defined in contract.

If project total expenses are LESS than contract amount, KDWPT will only reimburse % Share defined in contract.

CFAP Grant Program Invoice / Financial Reporting Form

Submitted By:

Submit To:

Kansas Dept of Wildlife, Parks, and
Tourism

Attn: Jeff Conley

512 SE 25th Ave

Pratt, KS 67124

Contract Number or Title:

Report Period: From ____/____/____ to ____/____/____

Beginning Grant Balance:	
Expenses:	
Contractual Services	
Salaries	
Equipment	
Supplies	
Ending Grant Balance:	

Beginning Cooperator Match Balance:	
Expenses:	
Local Funds	
Other Funds	
In-Kind Contributions	
Ending Cooperator Match Balance:	

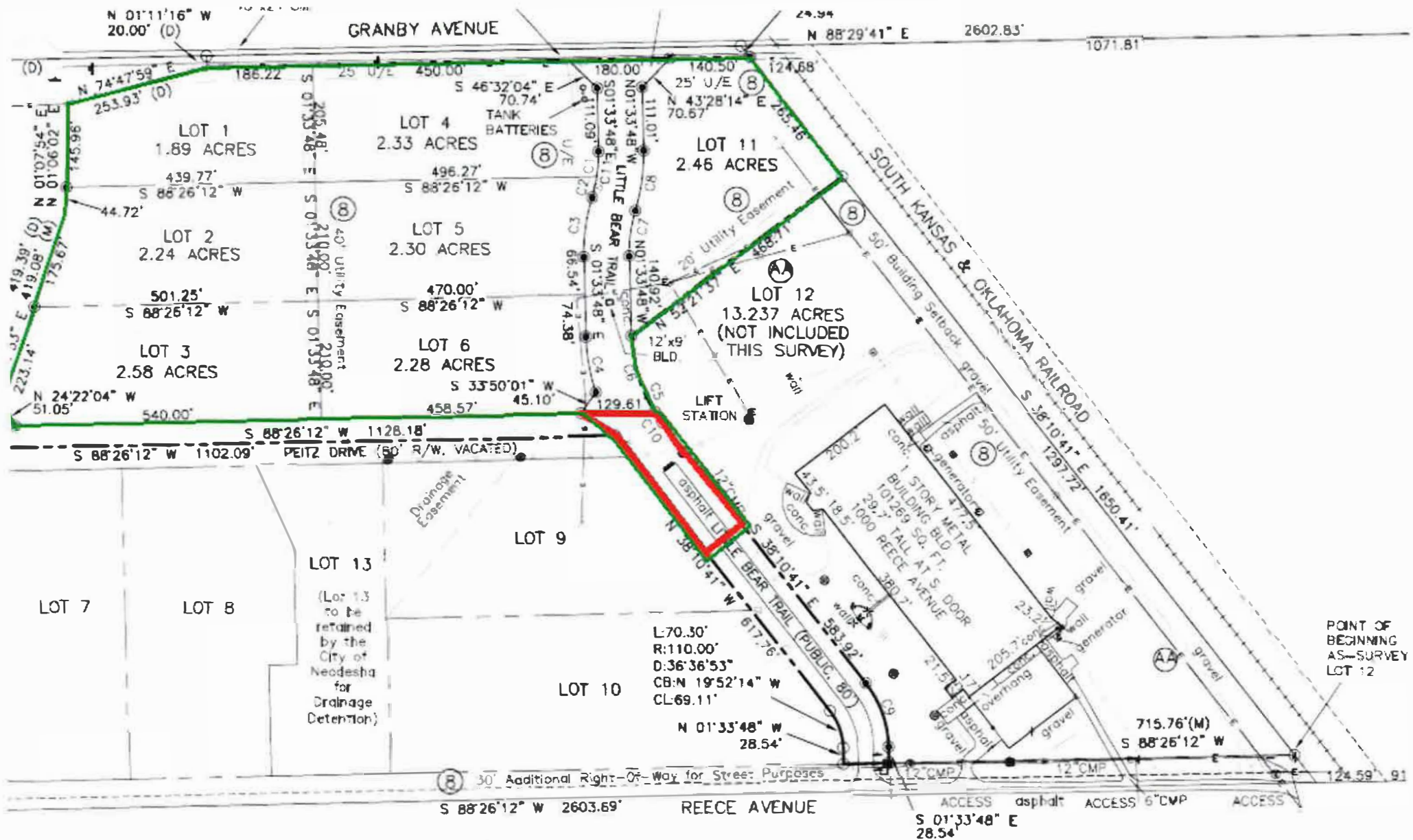
Total final payment is requested in the amount of: _____

Authorized Representative as Identified on Application

Date

KDWPT Representative, Report Approved By

Date

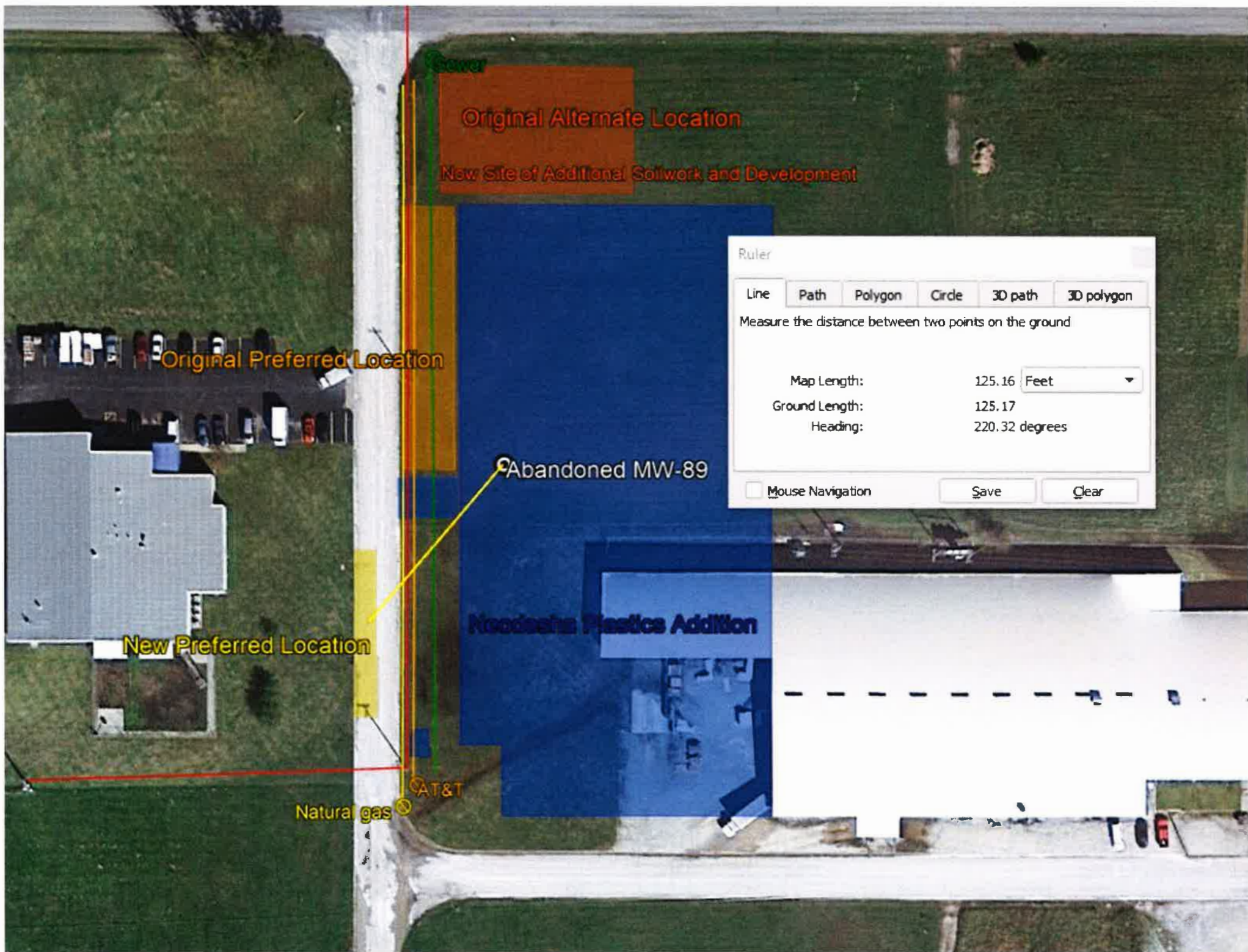


SW CORNER



New Preferred
Location

Original Preferred Location



Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between two points on the ground

Map Length: 125.16 Feet

Ground Length: 125.17

Heading: 220.32 degrees

☐ Mouse Navigation

Save Clear