

Agenda

City Commission of the City of Neodesha, KS

August 28, 2019 2:00 p.m.

Item 1: Opening Session

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

Item 2: Public Comments

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

- Approval of the August 14, 2019 Commission minutes
- Appropriation (2019) 15

Item 4: Business Items to Consider

- A. Ordinance: Zoning Change
- B. Dangerous Structures: 306 Bell (cont.)
- C. Public Hearing: Dangerous Structures; 609 Mill
- D. Resolution: Dangerous Structures; 609 Mill
- E. Resolution: Dangerous Structures; 1211 N. 3rd
- F. Resolution: Dangerous Structures; 1401 N. 2nd
- G. Resolution: Depository
- H. Consider Gas Consultant Agreement
- I. Approve Contract with Sid Haffener
- J. Approve Decker Contract for services on USDA Water Project.
- K. Approve Annual Renewal of Hach Maintenance Agreement
- L. Appoint Voting Delegates for League Conference
- M. City Clerk Oath of Office

Item 5: Date/Time of Next Regular Meeting

- Wednesday, September 11, 2019, 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Non Elected Personnel

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
August 28, 2019

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: Zoning Change

The Commission is asked to consider an Ordinance modifying the zoning for Morningstar Care Homes. The current zoning is General Commercial and Mobile Home Park. The new zoning will be for Public Semi-Public, the same as our other care home.

RECOMMENDED MOTION: *I move to adopt Ordinance 1720 regarding the zoning classification for the Morningstar Care Home property.*

4.B Dangerous Structures: 306 Bell (cont.)

This is a continuation of the hearing on 306 Bell. The property has now been purchased by Tim Adeo. Therefore, Staff is asking the Commission to close out the abatement process for this property.

RECOMMENDED MOTION: *I move to terminate the abatement process for 306 Bell Street.*

4.C Public Hearing: Dangerous Structures; 609 Mill

On June 26, 2019, the Commission approved Resolution 19-06, to set a public hearing date, August 28, 2019, to show cause why the structures located at 609 Mill should not be ordered repaired or demolished as unsafe or dangerous structures. For this agenda item, the Commission will conduct a public hearing for the property located at 609 Mill.

RECOMMENDED MOTION: *N/A*

4D: Resolution: Dangerous Structures; 609 Mill

Depending on the outcome of agenda item 4C, The Commission is asked to approve Resolution 19-10, to declare the property as unsafe or dangerous, and directing the repair or removal of the structures, making the property safe and secure.

RECOMMENDED MOTION: *I move to adopt Resolution 19-10 declaring the property located at 609 Mill as unsafe or dangerous, and allow the property owner _____ days to repair or remove the structures and make the property safe and secure.*

4.E Resolution: Dangerous Structures; 1211 N. 3rd

The Commission is asked to consider Resolution 19-11, calling for a Public Hearing, October 9, 2019, 2pm, in the Commission Chambers, to show cause why the structure located at 1211 N. 3rd Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 19-11 setting a public hearing for October 9, 2019 on property located at 1211 N. 3rd.*

4.F: Resolution: Dangerous Structures; 1401 N. 2nd

The Commission is asked to consider Resolution 19-12, calling for a Public Hearing, October 9, 2019, 2pm, in the Commission Chambers, to show cause why the structure located at 1401 N. 2nd Street should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

RECOMMENDED MOTION: *I move to adopt Resolution 19-11 setting a public hearing for October 9, 2019 on property located at 1401 N. 2nd.*

4.G Resolution: Depository

For this agenda item, the Commission is asked to approve Resolution 19-13, formally documenting our various accounts, and approving signature authority for City expenditures. This Depository Resolution is modified from our previous version due to the appointment of our City Clerk and Assistant City Clerk.

RECOMMENDED MOTION: *I move to adopt Resolution 19-13 regarding depository authority for City accounts.*

4.H: Consider Gas Consultant Agreement

The Commission is asked to consider the appointment, or reappointment, of our gas consultant. Our current gas consultant, EMG, LLC, has sold to a new company (out of Texas), and we are asked to consider renewing a consulting contract. The Commission is also reminded that KMGA has recently visited with the Commission regarding the management of our gas supply.

RECOMMENDED MOTION: *I move to approve the agreement with Priority Power Management for gas management services (or...)*

I move to approve the agreement with KMGA for gas management services.

4.I: Approve Contract with Sid Haffener

The Commission is asked to consider a contract with Mr. Sid Haffener for the purchase of the property known as the Northgate Mobile Home Park.

RECOMMENDED MOTION: *I move to approve the purchase of the Northgate Mobile Home Park from Sid and Virginia Haffener with a purchase price of \$90,000, pending the successful acquisition of title insurance.*

4.J: Approve Decker Contract for Services on USDA Water Project

The Commission has previously approved the selection of the Decker Electric bid for the SCADA system upgrades to the Water Treatment Plant. For this agenda item, the Commission is asked to approve the contract for services.

RECOMMENDED MOTION: *I move to approve the contract with Decker Electric for services on the USDA Water Project, in an amount not to exceed \$268,150.*

4.K: Approve Annual Renewal of Hach Maintenance Agreement

Staff will brief the Commission on a proposed renewal of our HACH company service agreement for the Water Treatment Plant. The renewal amount for the 2019 service contract is \$7,336. This amount is the same as that approved by the Commission in 2018.

RECOMMENDED MOTION: *I move to approve the renewal of the service agreement with HACH Service Plus in an amount not to exceed \$7,336.*

4.L: Appoint Voting Delegates for League Conference

The League of Kansas Municipalities (LKM) annual conference is scheduled for October 12-14, in Overland Park, KS. Staff is asking the Commission to designate The City Administrator and the City Clerk as voting delegates for the conference.

RECOMMENDED MOTION: *I move to appoint the City Administrator as voting delegate and the City Clerk as alternate voting delegate for the League of Kansas Municipalities' Annual Conference.*

4.M: City Clerk Oath of Office

For this agenda item, retiring City Clerk/Finance Officer Bobby Busch will administer the Oath of Office to Stephanie Fyfe, our new City Clerk/Finance Officer.

RECOMMENDED MOTION: *N/A*

The Board of Commissioners met in regular session at 4:00 p.m. on Wednesday, August 14, 2019 with Mayor Harper presiding and Commissioners Moffatt and Johnson present.

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

Commission and Administrator Reports were heard.

Public Comments were invited and heard.

Commissioner Johnson moved to approve the Consent Agenda consisting of the minutes from the July 24 and August 7, 2019 Commission Meetings; Appropriation (2019) 14; Raw Water Project Bond Appropriation 58; and CDBG Gasline Appropriation 01. Seconded by Commissioner Moffatt. Motion carried.

Mayor Harper opened the 2020 Budget Hearing and asked for comments. Then the hearing was closed.

Commissioner Moffatt moved to adopt the Budget for the 2020 calendar year as presented. Seconded by Commissioner Johnson. Motion carried.

The hearing for the Dangerous Structure located at 306 Bell continued from the July 28, 2019 meeting. Discussion was held.

Commissioner Johnson moved to table this item until the August 28, 2019 meeting. Seconded by Commissioner Moffatt. Motion carried.

RESOLUTION NO. 19-08

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 910 IOWA STREET, LEGAL DESCRIPTION: BLOCK 10, LOTS 20-21, CITY OF NEODESHA, WILSON COUNTY, KANSAS, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 14th day of August, 2019, 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 25th day of September, 2019, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 910 Iowa Street may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

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

Commissioner Moffatt moved to adopt Resolution 19-08 setting a Public Hearing date of September 25, 2019 for the Dangerous Structure at 910 Iowa. Seconded by Commissioner Johnson. Motion carried.

RESOLUTION NO. 19-09

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 1322 N. 3RD STREET, LEGAL DESCRIPTION: LOTS 10-12, BLOCK 6, COOPER'S ADDITION, CITY OF NEODESHA, WILSON COUNTY, KANSAS, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 14th day of August, 2019, 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 25th day of September, 2019, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1322 N. 3rd 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. (continued on next page)

Neodesha, Kansas
August 14, 2019

Commissioner Johnson moved to adopt Resolution 19-09 setting a Public Hearing date of September 25, 2019 for the Dangerous Structure at 1322 N. 3rd. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a Memorandum of Understanding with George K. Baum Co. Discussion was held.

Commissioner Moffatt moved to approve the Memorandum of Understanding with George K. Baum & Company for bond underwriting services. Seconded by Commissioner Johnson. Motion carried.

Administrator Truelove addressed the Commission regarding an Employee Memorandum of Agreement for training process. Discussion was held.

Commissioner Johnson moved to table this item until the August 28, 2019 meeting. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding appointee changes to the Recreation Commission. Discussion was held.

Commissioner Moffatt moved to accept the resignation of Bill Tigner from the Neodesha Recreation Commission effective August 31, 2019. Seconded by Commissioner Johnson. Motion carried.

Commissioner Johnson moved to appoint Gary Larson to the Neodesha Recreation Commission effective September 1, 2019 to fill the unexpired term of Bill Tigner ending December 31, 2022. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the notice of retirement for City Clerk Bobby Busch. Discussion was held.

Commissioner Moffatt moved to approve the retirement of City Clerk Bobby Busch effective September 27, 2019. Seconded by Commissioner Johnson. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, Assistant City Clerk, Fire Chief and Electric Superintendent to discuss an individual employee's performance pursuant to the non elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the Commission Room at 5:20 p.m. Seconded by Commissioner Johnson. Motion carried.

At 5:20 p.m. the regular meeting of the Governing Body reconvened. No action.

Commissioner Johnson moved to approve the resignation of Cody Good from the Electric Department effective August 14, 2019. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to terminate Jeffrey Postier effective immediately. Seconded by Commissioner Johnson. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, August 28, 2019 at 2:00 p.m.

At 5:25 p.m. Commissioner Johnson moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

Terry M. Harper, Mayor

Stephanie Fyfe, Asst. City Clerk

APPROPRIATION REPORT

ORDINANCE NO 15

8/28/2019

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	235.26	53547	8/28/2019
AIRGAS USA LLC	GRINDER, SAFETY GLASSES, GLOVES	640.97	53548	8/28/2019
ALTEC INDUSTRIES INC	GROUND MATS	2,687.79	53549	8/28/2019
AMERICAN RESPONSE VEHICLE INC	PURCHASE 2007 AMBULANCE	17,000.00	53216	7/8/2019
APPIA COMMUNICATIONS INC	PHONE CHARGES	323.72	53550	8/28/2019
CARTER AUTOMOTIVE	AUTO PARTS & SUPPLIES	345.46	53219	7/15/2019
CASH-EMPLOYEE COMMITTEE	JUNE & JULY BIRTHDAYS	90.00	53212	7/2/2019
CHASE PEST CONTROL LLC	FLEA TREATMENT	60.00	53551	8/28/2019
CINTAS	FIRST AID SUPPLIES	115.15	53552	8/28/2019
CJ'S THREADS	EMBROIDER SERVICE	28.60	53553	8/28/2019
CODY GOOD	STUMP REMOVAL	825.00	53559	8/28/2019
CONSTELLATION NEWENERGY	JULY BILLING	27,708.62	53554	8/28/2019
D & D AUTO REPAIR & ALIGNMENT	BATTERIES	331.90	53555	8/28/2019
ENVIROLINE CO INC	PREVENTATIVE MAINTENANCE	750.00	53556	8/28/2019
FASTENAL COMPANY	GLASSES,GLOVES,STEP	285.08	53557	8/28/2019
FED EX	SHIPPING CHARGES	35.16	53558	8/28/2019
HAWKINS INC	CHEMICALS	2,023.60	53560	8/28/2019
IONWARE	ANNUAL MAINTENANCE AGREEMENT	337.50	53561	8/28/2019
JAYHAWK LUMBER, GLASS & RENTAL	REPLACEMENT GLASS AT LIBRARY	289.49	53562	8/28/2019
KOONS GAS MEASUREMENT	GAS REGULATORS	17,658.18	53563	8/28/2019
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	516.30	53564	8/28/2019
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,917.88	53565	8/28/2019
MELS PRINTING	FIRE/EMS CARDS	98.90	53566	8/28/2019
MIDWEST COMPUTER SALES	IT SERVICES	1,696.95	53567	8/28/2019
MURPHY TRACTOR & EQUIPMENT CO	GOLD POINT INSPECTION	706.20	53568	8/28/2019
NAVAL SURFACE WARFARE CENTER	NIGHT VISION POCKETSCOPE	600.00	53569	8/28/2019

NORTHERN TOOL & EQUIPMENT	NORTHSTAR TRASH PUMP	2,736.61	53570	8/28/2019
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	5,508.80	53571	8/28/2019
PEREGRINE CORPORATION	POLO SHIRT	31.99	53572	8/28/2019
PROTECTIVE EQUIPMENT TESTING	EQUIPMENT TESTING	2,661.75	53573	8/28/2019
SANDBAGGER GOLF & TURF	PLUNGER SWITCH	7.55	53574	8/28/2019
SCHULTE SUPPLY INC	METERS	4,172.83	53575	8/28/2019
SHERWIN WILLIAMS INDEPENDENCE	PAINT	559.75	53576	8/28/2019
SIGN DESIGN	UNIFORM SHIRTS	102.00	53577	8/28/2019
SOUTHERN STAR CENTRAL GP INC	JULY BILLING	7,405.68	53578	8/28/2019
SPARKLIGHT	INTERNET SERVICE-PD	120.34	53220	7/16/2019
STERICYCLE INC	DISPOSAL SERVICE	390.00	53579	8/28/2019
STUDEBAKER REFRIGERATION INC	ICE MACHINE REPAIR	207.40	53580	8/28/2019
TBS ELECTRONICS INC	RADIO EQUIPMENT	399.00	53581	8/28/2019
TLC GROUNDSKEEPING INC	MAIN STREET LANDSCAPE SERVICE	1,736.07	53582	8/28/2019
WALMART COMMUNITY BRC	T-SHIRTS, COFFEE, SUGAR	666.18	53583	8/28/2019
WATERWORKS AMPHITHEATER	JULY 4TH EVENT	800.00	53215	7/3/2019
WEX BANK	FUEL	8,748.04	53218	7/11/2019
WEX BANK	FUEL-BALANCE DUE	28.24	53221	7/23/2019
WILSON CO REGISTER OF DEEDS	FILING FEES	21.00	53213	7/2/2019
WILSON COUNTY TREASURER	TAG FOR 2019 FORD TRUCK	28.75	53214	7/2/2019
WILSON COUNTY TREASURER	TAG FOR 2007 AMBULANCE	28.75	53217	7/11/2019
ZOLL MEDICAL CORPORATION GPO	RECERT FEES, CABLE	673.01	53584	8/28/2019

**** PAID TOTAL ****

115,341.45

CITY OF NEODESHA

RESOLUTION NO. 19-10

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED ON LEGAL DESCRIPTION: LOTS 7 AND 8, BLOCK 81 AND COMMENCING AT A POINT 16 FEET NORTH AND 150 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 81, ORIGINAL TOWNSITE OF THE CITY OF NEODESHA, KANSAS, ALSO BEING THE SOUTHWEST CORNER OF LOT 13 OF SAID BLOCK 81, THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 81, THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID BLOCK 81, THENCE SOUTH TO A POINT 16 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13 ALSO OF SAID BLOCK 81 AND 50 FEET EAST OF PLACE OF BEGINNING, THENCE WEST 50 FEET TO PLACE OF BEGINNING, CITY OF NEODESHA, WILSON COUNTY, KANSAS, COMMONLY KNOWN AS 609 MILL, NEODESHA, KANSAS, 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 26th day of June, 2019 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 26th day of June, 2019, 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 11th day of July, 2019, and on the 18th day of July, 2019, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 28th day of August, 2019, 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 7 and 8, Block 81 and Commencing at a point 16 feet North and 150 feet East of the Southwest Corner of Block 81, original Townsite of the City of Neodesha, Kansas, also being the Southwest Corner of Lot 13 of said Block 81, thence North to the Southwest Corner of Lot 7 of said Block 81, thence East 50 feet to the Southeast Corner of Lot 8 of said Block 81, thence South to a point 16 feet North of the South Line of said Lot 13 also of said Block 81 and 50 feet East of place of beginning, thence West 50 feet to place of beginning, City of Neodesha, Wilson County, Kansas, commonly known as 609 Mill, Neodesha, Kansas, 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 thirty (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.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 28th day of August, 2019.

ATTEST:

Terry M. Harper, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 19-11

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 1211 N. 3RD, LEGAL DESCRIPTION: E M COOPER'S ADDITION, BLOCK 2, LOTS 17-20, CITY OF NEODESHA, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 28th of August, 2019, 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 9th day of October, 2019, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1211 N 3rd St. 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.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 28th day of August, 2019.

ATTEST:

Terry M. Harper, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 19-12

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 1401 N. 2ND, LEGAL DESCRIPTION: BLOCK 3, LOTS 13-19, DEER'S SUBDIVISION, CITY OF NEODESHA, MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, Ed Truelove, the Enforcement Officer of the City of Neodesha, did on the 28th of August, 2019, 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 9th day of October, 2019, before the Governing Body of the City at 2:00 p.m. in the Commission Room of City Hall, 1407 N. 8th; at which time the owner, his agent, any lien holder of record and any occupant of the structure located at 1401 N. 2nd 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.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 28th day of August, 2019.

ATTEST:

Terry M. Harper, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION NO. 19-13

NOW, on this 28th day of August, 2019, at a regular meeting of the Governing Body of the City of Neodesha, Kansas, the following Resolution was adopted.

WHEREAS, the First Neodesha Bank; the Equity Bank of Neodesha; and the Community National Bank of Neodesha, Kansas, have been designated as depositories for the funds of the City of Neodesha, Kansas; and

WHEREAS, certain officers and Commissioners of the City of Neodesha, Kansas, have been designated and authorized to deposit and withdraw said funds upon checks, drafts, notes, or orders of the City of Neodesha, Kansas.

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

Section 1. That the First Neodesha Bank of Neodesha, Kansas, be and it is hereby designated a depository of the City of Neodesha, Kansas, for its General Account # 01-011-1; Payroll Account # 01-013-8; Petty Cash Account # 10-436-1; Flexi-Vest Account # 75-127-8; Fire Insurance Proceeds Fund Account # 75-356-4; Employee Benefits Account 11-691-2; Raw Water Project Bond Account 3001673; Emergency Equipment Reserve Fund Account #30-060-11; CDBG Gasline Grant Account #30-07-190; and Norman #1 Oil Well and Museum Account #30-040-25; and that the funds in said accounts so deposited may be withdrawn upon a check, draft, note, or order of the City of Neodesha, Kansas.

Section 2. That all checks, drafts, notes or orders drawn against the General Account # 01-011-1 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Terry Harper	Mayor
J. D. Moffatt	Vice Mayor
Devin Johnson	Commissioner
Michael Tigner	Treasurer
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 3. That all checks, drafts, notes or orders drawn against the Payroll Account # 01-013-8, Flexi-Vest Account # 75-127-8, and the Fire Insurance Proceeds Fund Account # 75-356-4 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Terry Harper	Mayor
J. D. Moffatt	Vice Mayor
Devin Johnson	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

Section 4. That all checks, drafts, notes or orders drawn against the Petty Cash Account # 10-436-1 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Rhonda Howell	Assistant City Clerk
Anita Buchanan	Utility Billing Supervisor

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 5. That all checks, drafts, notes or orders drawn against Raw Water Project Bond Account #3001673; CDGB Gasline Grant #3007190; and Norman #1 Oil Well and Museum Account 3004025 shall be signed by two of the following:

<u>NAME</u>	<u>TITLE</u>
Stephanie Fyfe	City Clerk
Terry Harper	Mayor
J. D. Moffatt	Vice Mayor
Devin Johnson	Commissioner
Eddy R. Truelove	City Administrator

Section 6. That all checks, drafts, notes or orders drawn against Employee Benefits Account # 11-691-2 shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Terry Harper	Mayor
J. D. Moffatt	Vice Mayor
Devin Johnson	Commissioner
Eddy R. Truelove	City Administrator
Julie Yarmer	Freedom Claims
Linda Mayberry	Freedom Claims

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 7. That all checks, drafts, notes or orders drawn against the Emergency Equipment Reserve Fund Account #30-060-11 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Terry Harper	Mayor
J. D. Moffatt	Vice Mayor
Devin Johnson	Commissioner
Michael Tigner	Treasurer
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas; whose signatures shall be duly certified to said Bank and that no checks, drafts, notes or order drawn against said Bank on said account shall be valid unless so signed.

Section 8. That the signatures mentioned in Sections 2, 3, 4, 5, and 6 above shall be duly certified to said First Neodesha Bank of Neodesha, Kansas; and that no checks, drafts, notes or orders drawn against said Bank shall be valid unless so signed. That said Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not.

Section 9. That Equity Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Terry Harper	Mayor
J. D. Moffatt	Vice Mayor
Devin Johnson	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

Section 10. That the Community National Bank of Neodesha, Kansas, be and is hereby designated a depository of the City of Neodesha for the purpose of investing idle funds in time certificates of deposit and that all checks, drafts, notes or orders shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Terry Harper	Mayor
J. D. Moffatt	Vice Mayor
Devin Johnson	Commissioner
Eddy R. Truelove	City Administrator

and countersigned by Stephanie Fyfe, City Clerk of the City of Neodesha, Kansas, whose signatures shall be duly certified to said Bank, and that no checks, drafts, notes or orders drawn against said Bank on said accounts shall be valid unless so signed.

Section 11. That this Resolution shall take effect upon its adoption by the Governing Body of the City of Neodesha, Kansas.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 28th day of August, 2019.

ATTEST:

Terry M. Harper, Mayor

Stephanie Fyfe, City Clerk/Finance Dir.

ORDINANCE NO. 1720

AN ORDINANCE RELATING TO THE REZONING AND CHANGING OF THE OFFICIAL ZONING MAP OF THE CITY OF NEODESHA, KANSAS, FROM GENERAL COMMERCIAL AND MOBILE HOME PARK TO PUBLIC-SEMI PUBLIC OF CERTAIN LOTS IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That the following described real estate situated in the City of Neodesha, Wilson County, Kansas, to-wit:

Northgate Subdivision, Lots 41-55 & 61-68 & VAC ST, City of Neodesha, KS

and

Lots 56-60 & a tract beginning at the NE corner of Lot 69, going E 236' S, thence 199.5' W, thence 236' N, thence 199.5' to point of beginning.

hereinbefore designated in the General Commercial and Mobile Home Park zones, is hereby rezoned to be included in the Public-Semi Public zone, as defined and determined by Ordinance No. 1199 of the City of Neodesha, Kansas.

Section 2. All ordinances or parts of ordinances in conflict herewith are repealed.

Section 3. This Ordinance shall be in force and take effect from and after its adoption and publication once in the official newspaper of the City.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 28th day of August, 2019.

ATTEST:

Terry M. Harper, Mayor

Stephanie Fyfe, City Clerk

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this 28th day of August, 2019, by and between Equity Trust Co., Custodian fbo Virginia A. Haffener, hereinafter referred to as SELLER and Neodesha Land Bank hereinafter referred to as BUYER. The parties hereby agree to the following terms and conditions:

Real Estate Sold. SELLER agrees to sell and BUYER agrees to buy the real estate situated in the city of Neodesha, County of Wilson and state of Kansas, the legal description is as follows:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40) and Lot Sixty-nine (69), North Gate Subdivision, City of Neodesha, Wilson County, Kansas

Purchase Price Includes all attached improvements.

Purchase Price. Ninety Thousand Dollars (\$90,000.00). Cash at closing.

Contingencies. This contract is contingent upon SELLER getting title through Wilson County, Kansas District Court Case No. 2019 CV 17. Court case has been approved by the court.

Taxes. Any unpaid real estate taxes will be the responsibility of the BUYER.

Closing and Possession. SELLER to give possession to BUYER as soon as possible, but no longer than 30 days from the date this agreement is signed.

Title and Title Insurance. SELLER shall deliver a properly executed Warranty Deed conveying title to BUYER. Title Insurance to be obtained through Wilson County Title with the cost for title insurance split between the parties.

Mobile Homes. Seller is proposing to remove the following mobile homes located upon lots 12-19, 20 and 23 within 90 days of this contract being signed by both parties. Should SELLER have any mobile homes in the park that SELLER does not remove BUYER will remove the homes or take over ownership of them.

Warranties. BUYER has inspected the above property and accepts the said property "as is," and "where is", in "its present condition," and SELLER makes no warranties to BUYER as to the condition of this property, expressed or implied, except as provided in this contract.

Inspections. BUYERS shall seek expert advice and obtain inspections to determine if hazards, defects or damage exist in and on the property. If inspections are not performed regarding all or

part of the property, BUYERS are bound by whatever information an inspection would have revealed, and waives any claim, right, or cause of action relating to or arising from any condition of the property that would have been apparent had inspections been performed. BUYER accepts the property in its current condition.

Environmental or Health: BUYER may, at BUYERS expense, conduct inspections to determine the presence of any environmental or health hazards affecting the property. These inspections may cover, without limitation, the following: Radon Gas, asbestos, formaldehyde foam insulation, lead-based paint or any other environmental or health hazard.

Survey. BUYER may, at BUYERS expense, obtain a survey of the property before the closing date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputed or any other matter that would be disclosed by a survey. The parties agree that the results of the survey may be the basis for a timely objection to the title to the property. A mortgage inspection report, loan survey or a boundary survey may or may not be a complete survey.

Remedies & Defaults. In the event SELLER shall be unable to furnish title as aforesaid, BUYER may, at BUYERS option, either accept title as is or declare this contract terminated, in which case this contract shall be of no further force and effect.

Binding Effect. This contract shall be binding upon the successors and assigns of the parties hereto.

SELLER:

BUYER:

**EQUITY TRUST CO., CUSTODIAN fbo
VIRGINIA A. HAFFENER**

**TERRY M. HARPER, MAYOR
NEODESHA LAND BANK**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Neodesha ("Owner") and Decker Electric, Inc. ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Neodesha WTP SCADA/VFD Improvements

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Neodesha WTP SCADA/VFD Improvements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Professional Engineering Consultants, P.A.**

3.02 The Owner has retained **Professional Engineering Consultants, P.A.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **150** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

~~A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of

Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. ~~95 percent of Work completed (with the balance being retainage); and the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
95 percent of Work completed (with the balance being retainage); and the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 110 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 18 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. Statutory Bond (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 72).
 - 6. Supplementary Conditions (pages 1 to 26).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of ___ sheets.
 - 9. Addenda (numbers 1 to 2).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Neodesha, KS

CONTRACTOR: Decker Electric, Inc.

By: _____

By: _____

Title: _____

Title: _____

Stephen A. Decker
President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Kristi Christy
Operations Manager

Address for giving notices:

Address for giving notices:

City of Neodesha

Decker Electric, Inc.

1407 N. 8th Street

4500 W. Harry

Neodesha, KS 66757

Wichita, KS 67209

License No.: _____

1319

(where applicable)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Neodesha, KS
1407 N. 8th Street
Neodesha, KS 66757**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>June 25, 2019</u>
<u>2</u>	<u>June 28, 2019</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work **and including all American Iron and Steel Requirements.**
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Neodesha WTP SCADA/VFD Improvements

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	WTP SCADA/VFD Improvements	1	LS		
Total of Lump Sum Bid Items = Total Part Base Bid					\$268,150

Bidder acknowledges that (1) each Bid Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. ~~Contractor's License No. [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- G. Required Bidder Qualification Statement with supporting data; and
- H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
- I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);

- J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.
- K. *Manufacturers' Certification letter of compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in these Contract Documents.*

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

DECKER ELECTRIC, INC

By:

[Signature]

[Signature]

[Printed name]

JARRET BERGLAMP

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Signature]

[Printed name]

DOUGLAS LAZARUS

Title:

ESTIMATOR

Submittal Date:

7/1/2019

Address for giving notices:

DECKER ELECTRIC, INC

4500 W HARRIS

WICHITA, KS 67209

Telephone Number:

316-858-0764


Fax Number:

316-219-5350

Contact Name and e-mail address:

JARRET BERGLAMP

jbergkamp@decker-electric.com


	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 5 Partnership Number : HACH520354
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com




Partnership Number : HACH520354 **Version :** 0.14 **Quotation Date :** 07-AUG-19
Hach Company Contact : Lanting, Karen **Service Partnership Phone :** **Expiration Date :** 06-SEP-19
Customer Ref : Renewal Quote **Customer Fax :** **Service Partnership Email :** karen.lanting@hach.com
Customer Phone : 3252750 **Customer Contact :** BAIR, JAY **Customer Email :** jbair@neodeshaks.org

<u>Bill-To Account # 124018</u>		<u>Ship-To Account # 124018</u>		
Customer Name	CITY OF NEODESHA	Customer Name	CITY OF NEODESHA	Payment Terms: Net 30
Address4		Address4		Billing Method: Annual-Invoices on START Date
Address1	PO BOX 336	Address1	1407 N 8TH ST	Currency: USD
Address2		Address2		
Address3		Address3		
City,State,PostalCode	NEODESHA-KS-66757-0336	City,State,Postalcode	NEODESHA-KS-66757-1234	
Province/Country	US	Province/Country	US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPSS7	30-SEP-19	29-SEP-20	Fld Svc-2V Surface Scatter	920.00
	1.1 LPV431.99.00002			7:30-SEP-2019:29-SEP-2020 SS7 HACH SENSOR ASSY ; 140700501687	
2	FSP1720E	30-SEP-19	29-SEP-20	Fld Svc-4V 1720E Turb	3,020.00
				Sensor:30-SEP-2019:29-SEP-2020 Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 5 Partnership Number : HACH520354
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

2.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499152	
2.2	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499155	
2.3	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499156	
2.4	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 140700499191	
3	FSPCL17	30-SEP-19	29-SEP-20	Fld Svc-2V CL17 (current version):30-SEP-2019:29-SEP-202 0 For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates. CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 131000484833	1,198.00
3.1	5440200				
4	FSPSC200	30-SEP-19	29-SEP-20	Fld Svc-1V SC200 Controller:30-SEP-2019:29-SEP-20 20 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097758 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097739 sc200 CONTROLLER, AC-DC, DIG,HACH ; 1406C0097631	747.00
4.1	LXV404.99.00552				
4.2	LXV404.99.00552				
4.3	LXV404.99.00502				
5	FSP2100N	30-SEP-19	29-SEP-20	Fld Svc-1V 2100N Turb:30-SEP-2019:29-SEP-2020 oo 2100N LAB TURB, EPA 1821 ; 020200007416	414.00
5.1	4700000				
6	BSPPLUSDR2800	30-SEP-19	29-SEP-20	BenchPlus-DR2800:30-SEP-2019: 29-SEP-2020 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. oo aa DR2800 SPECTRO W/O BATTERY PACK ; 1258686	699.00
6.1	DR2800-01				
7	BSPPLUSHQD411	30-SEP-19	29-SEP-20	BenchPlus-HQD411:30-SEP-2019: 29-SEP-2020 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support	338.00

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7.1	HQ411D	calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable. HQ411d BENCHTOP METER, pH/mV ; 120400069832
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Sub Total :	7,336.00
Tax:	0.00
Total :	7,336.00

Partnership Notes :

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

Customer Name : CITY OF NEODESHA **By:** _____
Terry M. Harper, Mayor


Customer P.O. Number : _____

Customer Reference Number : 2019/2020

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

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

- 1. APPLICABLE TERMS & CONDITIONS:**
These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION:**
Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.
- 3. DELIVERY:**
Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.
- 4. INSPECTION:**
Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
- 5. PRICES & ORDER SIZES:**
All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

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6. PAYMENTS:

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

7. LIMITED WARRANTY:

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

8. INDEMNIFICATION:

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

9. PATENT PROTECTION:

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

10. TRADEMARKS AND OTHER LABELS:

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

11. SOFTWARE:

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

12. PROPRIETARY INFORMATION; PRIVACY:

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

13. CHANGES AND ADDITIONAL CHARGES:


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

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

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

15. LIMITATIONS ON USE:

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

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

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

17. FORCE MAJEURE:

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

18. NON ASSIGNMENT AND WAIVER:

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

19. LIMITATION OF LIABILITY:

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

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

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

21. ENTIRE AGREEMENT & MODIFICATION:

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

August 9, 2019

Dear City Clerks, City Managers, or City Administrators:

Save the date for October 12-14, 2019 in Overland Park for the League's Annual Conference: Find Your Balance. Do you find it hard to manage competing funding priorities in your community? Do you get bogged down; knowing that productivity of your city can be improved but you just don't know how? Have you ever struggled to find balance between your public service work and your personal life: This year's League Annual Conference is for you! Additional information along with a conference schedule is in the July issue of the *Kansas Government Journal*.

The annual business meeting and policy session of city voting delegates will be held on Monday afternoon, October 14th, at the conference in Overland Park.

I am writing to request your governing body register their League voting delegates. K.S.A. Supp. 12-1601f provides that "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

Article 2, Section 2 of the League Bylaws states "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

Article 4, Section 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

Population	Votes	Delegate Forms	Alternate Forms
1 – 2,500	1	1	1
2,501 – 7,500	2	2	2
7,501 – 17,500	3	3	3
17,501 – 37,500	4	4	4
37,501 – 77,500	5	5	5
77,501 – 117,500	6	6	6
117,501 – 157,500	7	7	7
157,501 – 197,500	8	8	8
197,501 – 237,500	9	9	9
237,501 – 277,500	10	10	10
277,501 – 355,500	11	11	11
355,501 – 395,500	12	12	12

- page 2

Each member city must file new registration forms with the League of Kansas Municipalities every year.

On the attached forms please print the information required for each delegate and circle whether the person is a voting delegate or alternate delegate and which delegate number they represent. The League must have a form on file for each voting delegate and each alternate delegate for their vote to count during the business meeting. The City may register any number of delegates up to the maximum number allowed per the Bylaws. You may send the forms via email to kwillis@lkm.org; or FAX to 785-354-4186. **Please send forms by Friday, September 27th to the attention of Kaitlyn Willis.** Forms received after this date may not be processed.

Please remember, the voting delegate forms are not conference registrations. You must also register for conference on our website at www.lkm.org.

As always, I thank you for your support and look forward to seeing you in Overland Park in October!

Sincerely,



Erik A. Sartorius
Executive Director

Enclosures