

Agenda

City Commission of the City of Neodesha, KS

April 13, 2022 2:00 p.m.

ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

Item 1: Opening Session

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

Item 2: Public Comments

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

- Approval of March 23, 2022 Minutes
- Approval of April 5, 2022 Special Call Minutes
- Appropriation (2022) 06

Item 4: Business Items to Consider

- A. Proclamation: Child Abuse Prevention Month
- B. Proclamation: Fair Housing Month
- C. Proclamation: National Service Recognition Day
- D. Proclamation: National Lineman Appreciation Day
- E. Approve Neodesha HS Clay Target Team MOA
- F. Presentation on 311 Service: See Click Fix
- G. Ordinance: Dangerous Structures 1632 N. 3rd Street
- H. Dangerous Structures (cont.): 1529 N. 1st Street
- I. Dangerous Structures (cont.): 415 N. 6th Street
- J. Dangerous Structures (cont.): 1017 Church Street
- K. Dangerous Structures (cont.): 105 N. 5th Street
- L. Approve Electric Substation Repair Cost
- M. Lease of Mini-Excavator: White Star Machinery
- N. Approve Agreement for Solid Waste Disposal: Wilson County
- O. Approve Agreement for Ambulance Services: Wilson County
- P. Discuss Placement of Downtown Benches
- Q. City Administrator Contract 2022/2023

Item 5: Date/Time of Next Regular Meeting

Wednesday, April 27, 2022 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
April 13, 2022

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: Proclamation: Child Abuse Prevention Month

4.B: Proclamation: Fair Housing Month

4.C: Proclamation: National Service Recognition Day

4.D: Proclamation: National Lineman Appreciation Day

4.E: Approve Neodesha HS Clay Target Team MOA

This agenda item was tabled by the Commission on Tuesday, April 5, 2022 in anticipation of improving the Memorandum of Agreement with the Neodesha H.S. Clay Target Club, and to receive the proof of insurance from the Club.

RECOMMENDED MOTION: *I move to approve the Memorandum of Agreement with the Neodesha High School Clay Target Club as presented.*

4.F: Presentation on 311 Service: See Click Fix

The Commission will virtually welcome representatives from See/Click/Fix, for a presentation on a 311 service.

RECOMMENDED MOTION: *N/A*

4.G: Ordinance: Dangerous Structures 1632 N. 3rd Street

The Commission is asked to approve Ordinance 1763, providing authority for the structures located at 1632 N. 3rd Street to be demolished and the property to be made safe.

RECOMMENDED MOTION: *I move to approve Ordinance 1763, directing the removal of certain dangerous and unsafe structures at 1632 N. 3rd Street.*

4.H: Dangerous Structures (cont.): 1529 N. 1st Street

This agenda item is a continuation from the Public Hearing, December 22, 2021, in which the Commission declared the structures located at 1529 N. 1st Street as dangerous and unsafe. The

Commission allowed 90 days for the structures to be made safe and to be in compliance with City Code.

RECOMMENDED MOTION: *I move to table the abatement process on 1529 N. 1st Street for _____ days to allow the property owner additional time for compliance with City Code.*

4.I: Dangerous Structures (cont.): 415 N. 6th Street

This agenda item is a continuation from the Public Hearing, December 22, 2021, in which the Commission declared the structures located at 415 N. 6th Street as dangerous and unsafe. The Commission allowed 90 days for the structures to be made safe and to be in compliance with City Code.

RECOMMENDED MOTION: *I move to table the abatement process on 415 N. 6th Street for _____ days to allow the property owner additional time for compliance with City Code.*

4.J: Dangerous Structures (cont.): 1017 Church Street

This agenda item is a continuation from the Public Hearing, December 22, 2021, in which the Commission declared the structures located at 1017 Church Street as dangerous and unsafe. The Commission allowed 90 days for the structures to be made safe and to be in compliance with City Code.

RECOMMENDED MOTION: *I move to table the abatement process on 1017 Church Street for _____ days to allow the property owner additional time for compliance with City Code.*

4.K: Dangerous Structures (cont.): 105 N. 5th Street

On February 9, 2022, the Commission approved Ordinance 1760, ordering the demolition of the property located at 105 N. 5th Street. On March 11, 2022, the property owner “sold” the property to a family member. Staff has requested advice from the City Attorney on our legal ability to conduct the demolition, or whether the abatement process should begin again. Staff will brief the Commission on the City Attorney’s advice.

RECOMMENDED MOTION: *N/A*

4.L: Approve Electric Substation Repair Cost

The Electric Superintendent has provided pricing for parts and labor for the continued repairs to the electric substation. The quote is from Sunbelt Solomon, in the amount of \$22,815.

RECOMMENDED MOTION: *I move to approve the quote from Sunbelt Solomon for electric substation repairs in the amount of \$22,815.*

4.M: Lease of Mini-Excavator: White Star Machinery

Public Works is requesting the Commission approve a lease with White Star Machinery for a mini-excavator. This will be a two-part process; approve the lease with White Star Machinery, and upon receipt, approve the lease documents through First Bank of Sterling. This is a five-year lease at a cost of \$8,500 per year.

RECOMMENDED MOTION: *I move to approve the five-year lease of a mini-excavator from White Star Machinery at a cost of \$8,500 per year.*

4.N: Approve Agreement for Solid Waste Disposal: Wilson County

The Commission is asked to approve the Solid Waste Agreement with Wilson County for Calendar Year 2022.

RECOMMENDED MOTIONS: *I move to approve the agreement with Wilson County for the disposal of solid waste, at a cost of \$16,000.*

4.O: Approve Agreement for Ambulance Services: Wilson County

The Commission is asked to approve the Ambulance Service Agreement with Wilson County for Calendar Year 2022. This agreement will provide for additional financial assistance from Wilson County for the provision of ambulance services.

RECOMMENDED MOTIONS: *I move to approve the agreement with Wilson County for ambulance services as presented.*

4.P: Discuss Placement of Downtown Benches

Staff has heard a request from a business owner to move, or remove, the sitting bench in the 800 block of West Main. Staff would like to obtain guidance from the Commission on supporting this request (and others if received).

RECOMMENDED MOTION: *N/A*

4.Q: City Administrator Contract 2022/2023

The current contract with the City Administrator will expire April 30, 2022. The Governing Body will review the contract and consider a one-year renewal. (Note: You will want to do the Executive Session before making any motions.)

RECOMMENDED MOTION: *I move to approve the contract with Eddy R. Truelove as City Administrator as presented.*

Item 6: Executive Session:

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body, City Administrator, and City Clerk to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1) because if this matter were discussed in open session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at ____ p.m.

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall conducting the meeting by live streaming with Zoom on Wednesday, March 23, 2022 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

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

Commission and Administrator Reports were heard.

Community Development reports were heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the consent agenda as presented consisting of the minutes from the March 9, 2022 Commission Meeting; and Appropriation (2022) 05. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding an Ordinance proposing various changes to the Neodesha Weed Ordinance. Discussion held

ORDINANCE NO. 1762

AN ORDINANCE AMENDING ARTICLE V OF CHAPTER 26 OF THE CITY OF NEODESHA CODE REGARDING WEEDS IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS.

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

Section One: Article V of Chapter 26 of the City of Neodesha Code shall be amended to read as follows:

Sec. 26-85 Weeds to be removed.

It shall be unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any premises to permit weeds to remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, rights-of-way and all other areas, public or private. All weeds as hereinafter defined are hereby declared a nuisance and are subject to abatement as hereinafter provided.

Sec. 26-86 Definitions.

Weeds as used herein, means any of the following:

- (1) Brush and woody vines;
- (2) Weeds and grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
- (3) Weeds which bear or may bear seeds of a downy or wingy nature;
- (4) Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;
- (5) Weeds and grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds or grasses shall be presumed to be blighting if they exceed eight inches in height.

Sec. 26-87 Public officer; notice to remove.

- (a) The city administrator shall designate a public officer to be charged with the administration and enforcement of this article. The public officer or an authorized assistant shall give written notice to the owner, occupant or agent of such property by certified mail, return receipt requested, or by personal service, to cut or destroy weeds; provided, however, that if the property is unoccupied and the owner is a nonresident, such notice shall be sent by certified mail, return receipt requested, to the last known address of the owner. Such notice shall only be given once per calendar year.
- (b) The notice to be given hereunder shall state:
 - (1) That the owner, occupant or agent in charge of the property is in violation of the city weed control law;
 - (2) That the owner, occupant, or agent in control of the property is ordered to cut or destroy the weeds within ten days of the receipt of notice;
 - (3) That the owner, occupant or agent in control of the property may request a hearing before the governing body or its designated representative within five days of the receipt of the notice or, if the owner is unknown, and there is no resident agent, ten days after notice has been published by the city clerk in the official city newspaper;
 - (4) That if the owner, occupant or agent in control of the property does not cut or destroy the weeds or fails to request a hearing within the allowed time, the city or its authorized agent will cut or destroy the weeds and assess the cost of the cutting or destroying the weeds, including a reasonable administrative fee, against the owner, occupant or agent in charge of the property.

(continued on next page)

- (5) That the owner, occupant or agent in control of the property will be given an opportunity to pay the assessment, and if it is not paid within 30 days of such notice, it will be added to the property tax as a special assessment.
- (6) That no further notice shall be given prior to removal of weeds during the current calendar year.
- (7) That the public officer should be contacted if there are any questions regarding the order.
- (c) If there is a change in the record owner of title to property subsequent to the giving of notice pursuant to this section, the city may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds on such property, unless the new record owner of title to such property is provided notice as required by this chapter.

Sec. 26-88 **Abatement; assessment of costs.**

- (a) If the owner, occupant or agent in charge of the property has neither alleviated the conditions causing the alleged violation nor requested a hearing within the time periods specified in section 26-87, the public officer or an authorized assistant shall abate or remove the conditions causing the violation.
- (b) The owner, occupant or agent in charge of the property shall be charged \$150 per hour per person (one hour minimum) for the City to mow or clean, and an administrative fee of \$100. Additional charges may be assessed for expenses incurred. Provided, however, that no charge shall be assessed for the use of city equipment. All fees are charged once each mowing or abatement.
- (c) The above charges and fees shall be doubled for properties with more than one violation in a 12-month period. The fees to be doubled include all of the fees listed above and the administrative fees.
- (d) If the city abates or removes the nuisance pursuant to this section, the city shall give notice to the owner, occupant or agent in charge of the premises by certified mail, return receipt requested, of the total cost of abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section.
- (e) The notice shall also state that if the costs of removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as a special assessment for such cost against the lot or parcel of land on which the nuisance was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and any applicable interest has been paid in full. (K.S.A 12-1617f)

Sec. 26-89 **Right of entry.**

The public officer, and the public officer's authorized assistants, employees, contracting agents or other representatives are hereby expressly authorized to enter upon private property at all reasonable hours for the purpose of cutting, destroying and/or removing such weeds in a manner not inconsistent with this chapter.

Sec. 26-90 **Unlawful interference.**

It shall be unlawful for any person to interfere with or to attempt to prevent the public officer or the public officer's authorized representative from entering upon any such lot or piece of ground or from proceeding with such cutting and destruction. Such interference shall constitute a Class C Code violation.

Sec. 26-91 **Noxious weeds.**

- (a) Nothing in this ordinance shall affect or impair the rights of the city under the provisions of K.S.A. ch. 2, art. 13, relating to the control and eradication of certain noxious weeds.
- (b) For the purpose of this article, the term noxious weeds shall mean kudzu (*Pueraria lobata*), field bindweed (*Convolvulus arvensis*), Russian knapweed (*Centaurea repens*), hoary cress (*Cardaria draba*), Canada thistle (*Cirsium arvense*), quackgrass (*Agropyron repens*), leafy spurge (*Euphorbia esula*), bur ragweed (*Ambrosia grayii*), pignut (*Hoffmannseggia densiflora*), musk (nodding) thistle (*Carduus nutans* L.), Johnson grass (*Sorghum halepense*), and sericea lespedeza (*Lepedeza cuneata*). (K.S.A. 2-1314)

Section Two: Old Article V of Chapter 26 of the Neodesha City Code and all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

Commissioner Moffatt moved to approve Ordinance 1762, amending Chapter 26, Article Five of the Neodesha City Code as presented. Seconded by Commissioner Nichol. Motion carried. *(continued on next page)*

Administrator Truelove addressed the Commission regarding the approval of an Ordinance that provides authority for the structures located at 615 Mill Street to be demolished and the property made safe. Discussion held. Marcus Denney, owner of the property, was present to aid in the discussion.

Commissioner Nichol moved to table this agenda item until the April 27, 2022 Commission Meeting. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the property located at 221 N 11th Street. This item, originally tabled at the January 26, 2022 Commission Meeting, has been demolished by the property owner. Discussion held.

Commissioner Moffatt moved to rescind the abatement process for 221 N 11th Street due to the property being brought into code compliance. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a change order from Tri-Star Utilities, on the Sanitary Sewer Line and Lift Station Project. This Change Order is for a reduction in total cost of the project. Discussion held.

Commissioner Nichol moved to approve Change Order No 1 from Tri-Star Utilities. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding Final Pay Application No 7 from Tri-Star Utilities on the Sanitary Sewer Line and Lift Station Project. Discussion held.

Commissioner Moffatt moved to approve Pay Application No 7, from Tri-Star Utilities, in the amount of \$68,889.50. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the consideration of Privatized Mowing Bids for City Hall, Stadium Park, Memorial Park and the Neodesha Splash Zone. Advertisement for the bidding process was advertised by Staff. Discussion held.

Commissioner Nichol moved to approve to privatize the mowing bid as submitted by TLC Nursery & Outdoor for the amount listed in the bidding process. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of fuse equipment for the Substation Transformer that was damaged at the March 15, 2022 squirrel event. Discussion held.

Commissioner Moffatt moved to approve the purchase of electric fuses for the substation, from Border States Electric, at a cost of \$18,858.30. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of water meters. This purchase will be paid for through ARPA funding. Discussion held.

Commissioner Nichol moved to approve the purchase of 600 water meters, from Landis & Gyr, at a cost of \$120,000. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of an EZ Valve Machine. This purchase will be paid for through ARPA funding. Discussion held.

Commissioner Moffatt moved to approve the purchase of an EZ Valve Machine, from Core & Main, at a cost of \$62,395. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding Ordinance Requirements for Sewer Line Connections. On March 9, 2022, during Public Comments, a citizen wished to discuss the City's sewer connection requirements. This discussion is being held to educate Staff, and the Public, on the existing Ordinance requirements for connecting to the City's sewer lines. Discussion held. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, April 13, 2022 at 2:00 p.m.

At 3:30p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas

April 5, 2022

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Tuesday, April 5, 2022 at 12:00 p.m., at City Hall, for the following purpose:

1. Approve KDOT Preliminary Engineering Contract: Safe Routes to School
2. Award Bid for Demolition: 4th & Main
3. Approve Privatized Mowing Contract: TLC Nursery
4. Approve Neodesha H.S. Clay Target Team Memorandum of Agreement
5. Approve Amended 2021 Audit Engagement Letter: Jarred, Gilmore & Phillips PA

The Board of Commissioners met in a Special Call Session Tuesday, April 5, 2022 at 12:00 noon with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Administrator Truelove addressed the Commission regarding the approval of the KDOT Preliminary Engineering Contract for Safe Routes to School. Discussion held.

Commissioner Nichol moved to approve the Preliminary Engineering Contract with KDOT as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding bids received for the City's demolition project at 4th and Main Streets. After the advertised bid request process, the City received three bid packets. Discussion held.

Commissioner Moffatt moved to approve the demolition bid from Starbuck Trucking for the demolition of City-owned buildings at 4th and Main Streets, at a cost not to exceed \$86,000, pending the receipt of proof of liability insurance and proof of performance bond. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of a General Services Contract for privatized mowing from TLC Nursery & Garden. TLC Nursery & Garden was awarded the bid for privatized mowing at the last Commission Meeting, March 23, 2022. Discussion held.

Commissioner Nichol moved to approve the General Services Contract with TLC Nursery for mowing services, at a cost not to exceed \$21,585. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of a Memorandum of Agreement from the Neodesha High School Clay Target Team. Discussion held.

Commissioner Nichol moved to table the Clay Target Team Memorandum of Agreement until April 13, 2022. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of an Amended 2021 Audit Engagement Letter from Jarred, Gilmore & Phillips, PA. Discussion held.

Commissioner Moffatt moved to approve the amended audit engagement letter with Jarred, Gilmore & Phillips, PA for the 2021 Audit. Seconded by Commissioner Nichol. Motion carried. *(continued on next page)*

Neodesha, Kansas

April 5, 2022

(continued from previous page)

At 12:54 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried. Meeting adjourned.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 6****4/13/2022**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
AIR CLEANING TECHNOLOGIES INC	CONICAL ADAPTER KIT	272.00	70294	4/13/2022
AMERICAN PUBLIC GAS ASSOCIATIO	2022 MEMBERSHIP DUES	782.31	70295	4/13/2022
ARLAN COMPANY INC	STEP & UMBRELLA	685.59	70296	4/13/2022
AXSELL OVERHEAD DOOR, LLC	SPRING	884.00	70297	4/13/2022
BORDER STATES INDUSTRIES INC	SUPPLIES	8,067.38	70298	4/13/2022
BRIDGEWELL RESOURCES LLC	UTILITY POLES	21,419.29	70299	4/13/2022
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	745.82	70300	4/13/2022
CERTIFIED LABORATORIES	PREMALUBE	382.16	70301	4/13/2022
CINTAS	FIRST AID SUPPLIES	199.21	70302	4/13/2022
CJ'S THREADS	EMBROIDERY	73.50	70303	4/13/2022
CORE & MAIN	SUPPLIES	2,645.28	70304	4/13/2022
CULLIGAN OF INDEPENDENCE	APRIL WATER SERVICE	282.79	70305	4/13/2022
D & D AUTO REPAIR & ALIGNMENT	PD VEHICLE MAINTENANCE	1,081.10	70306	4/13/2022
DAC-LIN CORPORATION	WINDOW TINT FOR NEW PD	395.00	70307	4/13/2022
EMERGENCY APPARATUS MAINTENANC	PUMP TEST & SERVICE	2,375.76	70308	4/13/2022
FASTENAL COMPANY	SUPPLIES	346.12	70309	4/13/2022
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	216.99	70310	4/13/2022
FREDONIA OUTDOOR EQUIPMENT	MOWER BLADE	194.85	70311	4/13/2022
FREDONIA TRUE VALUE HARDWARE	SUPPLIES	64.47	70312	4/13/2022
G & W FOODS	CLEANING SUPPLIES	100.00	70313	4/13/2022
GALLS LLC	SPOTLIGHT	442.81	70314	4/13/2022
GREEN ENVIRONMENTAL SVCS	RELOCATION FEE	200.00	70315	4/13/2022
H & K CAMPER SALES INC	ADVENT A/C	1,079.84	70316	4/13/2022
HARMONY LODGE	2ND QTR LEASE 2022	900.00	70317	4/13/2022
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	509.32	70318	4/13/2022
INDEPENDENCE DAILY REPORTER	CLASSIFIED ADS	408.75	70319	4/13/2022
KANSAS MUNICIPAL ENERGY AGENCY	ANNUAL DUES 2022	793.00	70320	4/13/2022
KANSAS MUNICIPAL UTILITIES	2ND QTR TRAINING GROUP 4 DUES	1,999.00	70321	4/13/2022
KANSAS ONE-CALL SYSTEM, INC	MARCH LOCATES	50.40	70322	4/13/2022

KANSAS DEPT OF HEALTH & ENVIRO	WATER ANALYSIS Q9000	354.00	70323	4/13/2022
KATRINA KEMPER	CIVIC CENTER DEPOSIT REFUND	200.00	70324	4/13/2022
LAKELAND OFFICE SYSTEMS	MARCH COPIER MAINTENANCE	106.08	70325	4/13/2022
LITTLE BEAR TIRE	TIRES/REPAIR	1,507.75	70326	4/13/2022
MCCARTY'S OFFICE MACHINES INC	OFFICE SUPPLIES	961.44	70327	4/13/2022
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,242.95	70328	4/13/2022
MERCHANT JOB TRAINING & SAFETY	LINEMAN TRAINING BOOK 2	550.00	70329	4/13/2022
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	252.30	70330	4/13/2022
MID-AMERICAN RESEARCH CHEMICAL	MOSQUITO SPRAY	947.48	70331	4/13/2022
MIDWEST COMPUTER SALES	IT SERVICES	561.77	70332	4/13/2022
NEODESHA AUTO SUPPLY	AUTO PARTS & SUPPLIES	1,471.59	70335	4/13/2022
NEODESHA DERRICK NEWS	PUBLICATIONS	764.00	70336	4/13/2022
NEWTON LUMBER CO INC	SUPPLIES	129.53	70337	4/13/2022
PATRIOT SERVICE COMPANY	SANITATION UNITS	438.00	70338	4/13/2022
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	493.73	70339	4/13/2022
QUILL LLC	OFFICE SUPPLIES	232.57	70340	4/13/2022
ROMANS OUTDOOR POWER	TRACTOR PARTS	134.04	70341	4/13/2022
RUGGED STEEL WORKS LLC	DUMPSTERS	5,515.00	70342	4/13/2022
SANDBAGGER GOLF & TURF	MOWER PARTS	522.10	70343	4/13/2022
SEK COOP INC	PROPANE	875.00	70344	4/13/2022
SIGN DESIGN	EMBROIDERY	18.00	70345	4/13/2022
SOCKET TELECOMM LLC	PHONE CHARGES	144.31	70346	4/13/2022
SOLOMON CORPORATION	TRANSFORMER REPAIR	299.95	70347	4/13/2022
SOUTH KANSAS & OKLAHOMA RR INC	LINE LEASE	669.97	70348	4/13/2022
SPARKLIGHT	INTERNET SERVICE	171.97	70349	4/13/2022
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	141.74	70350	4/13/2022
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	90.00	70351	4/13/2022
TBS ELECTRONICS INC	HAND HELD RADIOS & REMOTE MICS	15,670.00	70352	4/13/2022
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	388.38	70353	4/13/2022
UNIFIRST CORPORATION	RUG & CLEANING SUPPLIES	987.72	70354	4/13/2022
US CELLULAR	CELL PHONE/TABLET CHARGES	369.93	70355	4/13/2022
UTILITY CONSULTANTS INC	PRE-EMPLOYMENT TEST	240.00	70356	4/13/2022
WALMART COMMUNITY BRC	SUPPLIES	147.75	70357	4/13/2022
EVERGY	STREETLIGHTS@OTTAWA	107.32	70358	4/13/2022

WESTERN AUTO	PARTS & SUPPLIES	1,132.22	70360	4/13/2022
WILSON MEDICAL CENTER	MARCH TAX DISTRIBUTION	25,855.85	70361	4/13/2022
WOODS LUMBER COMPANY	SUPPLIES	708.51	70362	4/13/2022
WRIGHT SIGNS	FIRE TRAILER 1/2 WRAP	1,999.00	70363	4/13/2022
ZOLL MEDICAL CORPORATION GPO	THERMAL PAPER	24.72	70364	4/13/2022

****TOTAL****

115,023.41

City of Neodesha, Kansas Proclamation

CHILD ABUSE PREVENTION MONTH – APRIL 2022

WHEREAS, we can build healthier, safer, and thriving communities if we take the same approach to raising families that we do to tending a community garden on a shared piece of land; and

WHEREAS, children are locally grown and have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

WHEREAS, hope and commitment are powerful fertilizers that strengthen and support Kansas families thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and

WHEREAS, we must come together as partners to nurture, heal and grow together because prevention happens in partnership; and

WHEREAS, by growing a better tomorrow for all children, together, we can ensure that Kansas children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

THEREFORE, I Devin Johnson, Mayor of Neodesha, Kansas, do hereby proclaim April 2022 as Child Abuse Prevention Month.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Neodesha to be affixed this 13th day of April, 2022.

Devin Johnson, Mayor



PROCLAMATION

Celebrating 54 Years of Fair Housing City of Neodesha, Kansas

Whereas, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

Whereas, the city of Neodesha is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

Whereas, the Fair Housing groups and the U. S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

Whereas, equal housing opportunity is a condition of life in our City that can and should be achieved;

Now, therefore, I, Devin Johnson, Mayor of the City of Neodesha, on behalf of its citizens, do hereby proclaim the month of April as FAIR HOUSING MONTH and express the hope that this year's observance will promote fair housing practices throughout the City.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Neodesha to be affixed this 13th day of April, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



National Service Recognition Day 2022

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's elected leaders are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities; they educate students for 21st century jobs, fight the opioid epidemic, respond to natural disasters, and support veterans and military families; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 40,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on tax- payer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, and local leaders across the country for National Service Recognition Day on April 13, 2022.

THEREFORE, BE IT RESOLVED that I, Devin Johnson, Mayor, City of Neodesha, do hereby proclaim April 13, 2022, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

Devin Johnson, Mayor

April 13, 2022

Date





PROCLAMATION

National Lineman Appreciation Day 2022

Whereas, the City of Neodesha celebrates the profession of electrical Lineman, as this profession requires passion, dedication and ongoing training; and

Whereas, electrical Linemen are often first responders during storms, working to repair broken electrical lines to make the area safe for other public safety heroes; and

Whereas, electrical Linemen must work our power lines 24 hours a day, 365 days a year to keep electricity flowing; and they also play a vital role by maintaining and growing the electrical infrastructure; and

Whereas, due to the danger of their work with high voltage, electrical Linemen put their lives at risk every day for the citizens of our community; and

Whereas, the U. S. House of Representatives recognizes the efforts of electrical Linemen in keeping the power on and protecting public safety and has designated the celebration of a National Lineman Appreciation Day.

Now, Therefore, Be It Proclaimed, that I, Devin Johnson, Mayor of the City of Neodesha, do hereby proclaim April 18, 2022 as “**National Lineman Appreciation Day**” in Neodesha; and I call upon all citizens to recognize the contribution that these public servants make every day to our health, safety, comfort, and quality of life.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Neodesha to be affixed this 13th day of April, 2022.

Attest:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered this 13th day of April, 2022, between the City of Neodesha, Wilson County, Kansas (herein referred to as "the City of Neodesha"), and the Neodesha High School Clay Target Club (NHSCTC), an affiliate of the USA High School Clay Target League, (herein referred to as "NHSCTC").

WHEREAS, the City of Neodesha has agreed to furnish a portion of the Neodesha Municipal Airport property to be used by the Clay Target Club to construct a clay target shooting facility; and

WHEREAS, the City of Neodesha will maintain ownership of the property and the Clay Target Club has accepted responsibility for improving the furnished property to facilitate use by NHSCTC members; and

WHEREAS, both parties have agreed the facility will be permitted for use exclusively by NHSCTC student members and coaching staff.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

1. Purpose: The purpose of this Memorandum of Agreement (MOA) is to formalize the relationship, responsibilities, and expectations for both parties concerning the improvement and use of city property by the NHSCTC.
2. Premises: The City of Neodesha shall allow the Clay Target Club to use to use an approximately 1 (one) acre portion of the Northwest section of Neodesha Municipal Airport, the exact location specified by the City of Neodesha, for development of a trap shooting range facility. The Pilot's Lounge located in the main hangar building shall be used by the Clay Target Club occasionally for meetings and training conducted by the NHSCTC; restrooms within the building shall be made available to participants during officially sanctioned practices, events and meetings.
3. Consideration: Consideration for the initial five-year term of this agreement shall be One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by the City of Neodesha, as well as the mutual promises in this agreement.
4. Use of Property:
Usage of the trapshooting facility to be constructed at the Neodesha Municipal Airport will be limited to NHSCTC coaching staff and student members in good standing. Dates and times of usage will be set by the NHSCTC coaching staff and coordinated with the City of Neodesha in advance.

If necessary, the City of Neodesha shall furnish the Clay Target Club with a key to the gate for entrance onto the Neodesha Municipal Airport property. A designated member of the NHSCTC coaching staff will maintain accountability of the provided key.

At least 24-hours before a shooting event, NHSCTC coaching staff shall contact the Neodesha Public Works Director and request that a Notice to Air Missions (NOTAM) be issued for the event. No shooting event will occur unless, or until, a NOTAM has been issued.

All shooting activities will be closely monitored by NHSCTC coaching staff and certified safety officials in accordance with U.S. High School Clay Target Rules and Regulations.

Any shooting events conducted by the Clay Target Club that interfere with the safe conduct of airport events or aviation operations at the Neodesha Municipal Airport will be curtailed until it is deemed safe to resume by a member of the NHSCTC coaching staff. No shooting will be conducted while an aircraft is approaching, departing or conducting closed-traffic maneuvers at the Neodesha Municipal Airport.

The Clay Target Club shall be allowed to conduct special events or fundraisers on the apportioned airport property. Family members, sponsors and other invited guests may be permitted access to the range facilities while attending these events. Provided, however, that non team members shall not engage in shooting events. All special events and fundraisers to be conducted on the apportioned airport property shall be subject to approval by the City Administrator.

Upon completion of the final shooting activities for the year, the NHSCTC will conduct a final walk-through of the range area to remove all debris, including trash, ammunition cartridges, and unexploded clay targets. This final clean-up will enhance the City's hay lease operation.

5. Term: This Memorandum of Agreement will be in effect for five (5) years commencing April 13, 2022, and terminating on December 31, 2026. Approximately six months before expiration, both parties will discuss expiration or renewal, based on an assessment of the relevancy and/or necessity of the Agreement to both parties. At the end of the term, this Memorandum of Agreement shall expire unless additional time is approved in writing by the City Commission. The NHSCTC may terminate this agreement at any time with sixty (60) days' notice to the City of Neodesha. The City of Neodesha may terminate this lease at any time with ninety (90) days' notice to the NHSCTC.

6. Condition of Property/Repairs: The NHSCTC has inspected the property and accepts it "as is". The property furnished for improvement by the NHSCTC will be maintained by NHSCTC members and the NHSCTC shall be responsible for ensuring cleanliness of the Pilot's Lounge and bathrooms after each usage. The maintenance and mowing of the grounds on and around the shooting facility will be the responsibility of the NHSCTC.

All improvements made to the furnished property for the purposes of constructing a trapshooting field will be at the sole expense of the NHSCTC; all improvements and construction plans must be first approved by the City of Neodesha. The NHSCTC shall not construct or emplace any equipment or structures that impede airport operations or create a safety hazard to airport patrons and/or flying operations. All improvements or alterations erected or made on the leased premises by the NHSCTC upon expiration or sooner termination of this agreement shall belong to the City of Neodesha without compensation to NHSCTC.

7. Indemnification, Hold Harmless and Insurance: NHSCTC shall indemnify and hold harmless the City of Neodesha, city commissioners, officers and employees from any and all claims of any type or nature, including attorney fees, court costs and expenses, arising directly or indirectly from this Agreement or NHSCTC's use of the premises. This includes, but is not limited to personal injury, death, property damage or contract claims for damages. NHSCTC shall make arrangements, before any usage of the premises, for the City of Neodesha to be an additional insured on NHSCTC's general liability policy, with limits of not less than \$1,000,000 per occurrence. Annually, or at any other time requested by the City of Neodesha, NHSCTC shall provide an ACORD certificate of liability insurance to the City of Neodesha reflecting the City of Neodesha as an additional insured.

The NHSCTC agrees to maintain its status as an active member of the Kansas High School Clay Target League. The failure of the NHSCTC to so do shall constitute grounds for termination of this agreement.

8. Notices: Any notices or demands which are required by law or provided under the terms of this Agreement shall be given or made by the City of Neodesha and the NHSCTC in writing and shall be given by hand delivery, or sent via certified or registered mail, with postage prepaid and return receipt requested, and addressed to the respective parties set forth below. Such notices shall be deemed to have been given when delivered. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to City of Neodesha	City of Neodesha Attn: City Clerk PO Box 336 1407 N. 8 th Street Neodesha, KS 66757
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If to NHSCTC:	NHSCTC Attn: Garrett Truskett PO Box 88 522 Wisconsin Street Neodesha, KS 66757
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9. Successor: This agreement may not be assigned, either in part or in whole, by a party hereto without the written consent of the other party. Should the NHSCTC disband, dissolve, or become inactive, this agreement shall become void, and all rights and privileges affected hereby shall revert to the City of Neodesha. Any permanent improvements constructed or emplaced on airport property by the NHSCTC shall revert to the possession of the City of Neodesha. All moveable property/equipment that is not removed within 30 days of termination shall become the property of the City of Neodesha without any liability or obligation to the NHSCTC.

10. Entire Agreement and Severability: This Lease Agreement is an integrated document, contains the entire agreement between the parties, wholly cancels and supersedes any and all previous and/or contemporaneous oral agreement, negotiations and writings between the parties hereto with respect to such subject matter. No modification, extension, termination or waiver of this Lease Agreement or any provisions hereof, shall be binding upon the parties hereto unless made in writing and signed by the parties hereto. If any provision herein is invalid, it shall be

considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement the day and year first written above.

for the City of Neodesha

for the NHS Clay Target Club

Devin Johnson, Mayor

Mr. Garrett Truskett, Head Coach, NHSCTC

Date

Date

ATTEST:

Stephanie Fyfe, City Clerk

Date

STATE OF KANSAS)
) ss:
COUNTY OF WILSON)

BE IT REMEMBERED that on this ____ day of April, 2022, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Garrett Truskett, who is personally known to me to be the same persons who executed the within and foregoing instrument of writing and such person duly acknowledged the execution of the same on behalf of the Neodesha High School Clay Target Club.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

STATE OF KANSAS)

) ss:
COUNTY OF WILSON)

BE IT REMEMBERED that on this ____ day of April, 2022, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Devin Johnson, who is personally known to me to be the same persons who executed the within and foregoing instrument of writing and such person duly acknowledged the execution of the same on behalf of the City of Neodesha, Kansas.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

ORDINANCE NO. 1763

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT 1632 N 3RD Street ON LEGAL DESCRIPTION: LOTS ONE (1) TWO (2) THREE (3) FOUR (4) AND FIVE (5) ALL IN BLOCK ONE (1), JOHN W DEER'S SUBDIVISION TO THE CITY OF NEODESHA KS PART OF THE NW ¼ OF THE SE ¼ OF SECTION 17, TOWNSHIP 30, RANGE 16, NEODESHA, KS WILSON COUNTY AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURES, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY, AND THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS ON WHICH SUCH STRUCTURE IS LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution 21-42 dated December 22, 2021, that the structure hereinafter described as unsafe and dangerous and did direct the owner of such structure to repair or remove the same and make the premises safe and secure, together with the statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structure to be razed and removed, and

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

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

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

Section 1: The enforcing officer is hereby authorized and directed to cause the dwelling located at 1632 N 3RD STREET, on legal description: **LOTS ONE (1) TWO (2) THREE (3) FOUR (4) AND FIVE (5) ALL IN BLOCK ONE (1), JOHN W DEER'S SUBDIVISION TO THE CITY OF NEODESHA KS PART OF THE NW ¼ OF THE SE ¼ OF SECTION 17, TOWNSHIP 30, RANGE 16, NEODESHA, KS WILSON COUNTY** to be razed and removed and the premises be made safe and secure and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.

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

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

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 13th day of April, 2022.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



April 7, 2022
Quote # 040622KW04

*Rev 1

Neodesha Light & Power
Neodesha, KS 66757
Attn: Brandon Hearn
O- 620.325.2481
M- 620.205.7721
bhearn@neodesha.ks.org

Type of Service:	Electrical Testing
Equipment to be Serviced:	67000Grdy/38682-13200Grdy/7620
Transformer Type:	Sub
Manufacturer:	Solomon
Serial Number:	PFF-91781
Gallons of Oil:	3261 gals Main Tank- 214 gals LTC
Oil Type:	Mineral Oil
Location:	Outside
Expected Outage Required:	As outlined below

SCOPE OF WORK

Sunbelt Solomon (SS) Field Services proposes to send Field Technicians to complete the following work:

1. Mobilize technicians and associated equipment to **Neodesha, KS**
2. Transformer will have been de-energized, disconnected, isolated and grounded prior to the arrival of SSS Technicians.
3. Work to be scheduled Tuesday, Wednesday or Thursday to allow for Mobilization of crews to and from site during normal working hours. Work scheduled on Mondays or Fridays will include additional charges for weekend mobilizations
4. Customer Feed and Supply terminations disconnected and re-connected by others.

Parts Order

(x 1) Bleeder assembly
(x 1) Rapid Pressure Rise Relay
(x 2) 3 pin control cord
(x 1) 8 lb PRD
(x 1) PRD Contact Module
(x 4) 15KV 1.125" bushings
(x 3) 9KV/7.65KV MCOV Arrestors
(x 4) 1.125" 4-hole plated spades for LV bushings

NOTE: Parts Lead Time 4 weeks for all parts except Arrestors which are up to 8 weeks.





1- Electrical Testing

- a. Insulation resistance (Megger)
- b. Power Factor (Doble)
 - i. Transformer windings
 - ii. Bushings

ADDER OPTION- Parts Installation

- 5. Lower oil (as needed) into SSS supplied oil tanker, to permit internal access to LV Bushings.
- 6. Replace LV bushings and gasket with parts previously ordered by customer.
- 7. Install PRD and Gasket previously ordered by customer.
- 8. Install SPR and gasket previously ordered by customer.
- 9. Install 9KV/7.5KV arrestors previously ordered by customer.
- 10. Apply +5 psi (or below unit max pressure) and snoop units for leaks.
- 11. If no leaks found re-fill the transformer with stored oil through a .5 micron filter press.
- 12. Top with dry air or nitrogen blanket and bring headspace pressure to 1 psi.
- 13. Test as outlined above.
- 14. Pull DGA sample as outlined below

Oil Sampling / Testing

- 15. Take oil sample for laboratory analysis:
 - a. DGA/Oil Analysis – D3612
 - a. Hydrogen
 - b. Methane
 - c. Ethane
 - d. Ethylene
 - e. Acetylene
 - f. Carbon Monoxide
 - g. Carbon Dioxide
 - h. Nitrogen
 - i. Oxygen
 - b. Karl Fischer Moisture Analysis – D1533b
 - c. Oil Screen
 - a. Interfacial Tension – D971
 - b. Acid Number – D974
 - c. Color Number – D1500/1524
 - d. Visual – D1524
 - e. Dielectric Breakdown Voltage – D877
 - f. Liquid Screen
- 16. Clean up work area and depart.
- 17. Provide documented test results as required.

CLARIFICATIONS / CUSTOMER RESPONSIBILITIES

- 1. Due to handling of customer insulating oils, a non-pcb test result as sampled at least one year prior to service date is required. Sample kit can be provided by Sunbelt Solomon.
- 2. Provide access for vehicles within 50' of transformer and proper workspace clear of obstructions





3. Oil containment shall be within 50' of transformers
4. Any site training above and beyond one-half hour on the day of mobilization is not included.
5. Top off if required shall be at \$10/gal Mineral Oil
6. Setting of transformers, removal of existing units by others.
7. Provide site location address, and site management representative responsible for achieving all jobsite requirements in a timely manner.
8. Provide Free and Clear access, and proper workspace clear of obstructions.
9. Provide an authorized person to sign all manifests/ field reports.
10. Provide qualified individual and appropriate equipment and facilities for all material receiving, handling, lifting, and placing for assembly.
11. Provide management supervision and at least one qualified and electrician If Applicable to:
 - a. De-energize and re-energize equipment as defined by NFPA70E.
 - b. Provide and perform Lock Out and Tag Out procedure for affected equipment and verify zero energy state as defined by NFPA70E.
 - c. Provide Grounding of equipment as required.

PROPOSAL ACCEPTANCE

This proposal (except schedule) is valid for 30 days from date of issue. Any changes to the scope of work or Bill of Material will require a revised quotation which may result in a price change. No schedules or other activity will be initiated until purchase order is received.

PARTS ORDER PRICE: **\$9,065.00 (Parts only- Freight Not included)**

TESTING PRICE: **\$3,880.00 (Includes testing only)**

TESTING AND INSTALL PRICE: **\$13,750.00 (Includes testing and parts install)**

To accept this proposal, please issue a purchase order to:

Solomon Corporation
103 Main Street
Solomon, KS 67480

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.

GENERAL CONDITIONS

Customer shall provide an electrician or engineer, familiar with the distribution system and is to be available during the repair and / or testing periods. He or she will be responsible for disconnecting and re-energizing all equipment as necessary. MOP's are not included unless specified above.

Unless specifically noted above, all work is to be performed Monday through Friday. Saturdays, Sundays and holidays excluded. Extensive delays due to circumstances beyond the control of Sunbelt Solomon Field Services will be subject to additional billing @ \$1,500.00 per technician per day.





SUNBELT SOLOMON

UNPARALLELED POWER SOLUTIONS

Sunbelt Solomon Field Services will not be responsible for supplying additional back-up generator(s) unless otherwise indicated within this quotation

Sunbelt Solomon Field Services is not responsible for loss production review or any additional emergencies that may arise during the re-energization of this equipment.

All sales are subject to Sunbelt Solomon ("Supplier") Standard Terms and Conditions unless otherwise mutually agreed in writing. Acceptance of Buyer purchase order by Seller does not constitute acceptance of order nor Buyer terms and conditions. Supplier terms will prevail in absence of Buyer terms and conditions attached to the order (no weblinks). As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of \$25,000 or less, 2) services completed before issuance of a purchase order, and 3) all emergency services regardless of value and whether or not submission of terms and conditions by Buyer. Performance does not constitute acceptance of Customer terms. In no circumstance will Sunbelt Solomon accept liquidated or consequential damages unless explicitly agreed to in writing by an Executive Officer. Supplier does not agree to Prime/Owner contract terms unless explicitly agreed to in writing by and Executive Officer.

Thank you,

Inside Sales Specialist – Chloe Boggs

cboggs@solomoncorp.com

Ph: 785-685-2672

Fax: 785-577-1770

Attachments: Sunbelt Solomon Terms and Conditions



1922 South MLK Jr Drive
Temple TX 76504



+01 800.433.3128



info@sunbeltsolomon.com
sunbeltsolomon.com



Sunbelt Solomon General Terms and Conditions for Sales and Rentals of Equipment and/or Services

- 1. APPLICABILITY OF THESE TERMS AND CONDITIONS.** These General Terms and Conditions for Sales and Rentals of Equipment and/or Services ("**Terms**") shall apply to every Quotation with a dollar value of \$25,000.00 or less ("**Threshold**") since it is cost-prohibitive for Sunbelt Solomon Services, LLC ("**Company**") to review and negotiate terms and conditions with the party ("**Customer**") purchasing/renting the equipment ("**Equipment**" when a provision is applicable to both sale or rental equipment, or "**Sale Equipment**" or "**Rental Equipment**" when a provision applies only to that specific type of equipment) and/or purchasing the services ("**Services**") set forth above in the Quotation. These Terms constitute an offer to Customer that can only be accepted by agreeing to every term and condition contained herein as evidenced by Customer's signature below. Company hereby expressly notifies Customer that any term, provision, or condition in conflict with, in addition to, or in modification of these Terms (no matter if issued by Company or Customer (individually a "**Party**" and collectively the "**Parties**") prior to or after the execution of these Terms) are hereby rejected and shall not be binding upon Company unless such term, provision, or condition is accepted in a signed writing by an authorized officer of Company which references the specific provision of these Terms that is superseded or modified and specifically references how it supersedes or modifies that specific provision of these Terms, and Company's failure to object to any term or condition contained in any communication or documents between the Parties shall not be deemed a waiver of any provision of these Terms. Should Customer be hiring Company to provide Equipment or Services to a third party to which Customer has a contract ("**Prime Contract**"), none of the terms or conditions of the Prime Contract shall apply to Company. Additionally, if the Quotation has dollar value over the Threshold, these Terms shall apply unless the Parties have entered into a separate, executed agreement ("**Master Agreement**") which specifically acknowledges that it supersedes these Terms.
- 2. OFFER/ACCEPTING THE QUOTATION.** The Parties are executing this to evidence the Customer's acceptance of these Terms as set forth in Section 1 above that will apply should the Customer accept the offer set forth by Company in this agreement by issuing a purchase order ("**Purchase Order**") for the Equipment and/or Services or by Company issuing an Order Authorization or other document that is accepted by Customer. Once Customer executes this Quotation, the Terms shall apply to each Purchase Order issued by Customer for Equipment and/or Services to be provided by Company unless and until the Parties enter into a Master Agreement for such Equipment and/or Services that supersede these Terms as stated in Section 1 above. The offer set forth in the Quotation is valid for thirty (30) days from Company's issuance of this Quotation. The Equipment is subject to availability. Customer shall note any changes to the specifications on the Quotation and reference the number on the Purchase Order. Company will use the Purchase Order as order confirmation and proceed with manufacturing or delivering the Equipment. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units, that are contingent on the approval/receipt of drawings, will begin the manufacturing process after the final sign off on the specified drawings. Please allow up to four (4) weeks for the receipt of requested preliminary, construction, or approval drawings from the Purchase Order submittal date.
- 3. PRICES.** The price(s) set forth in the Quotation are subject to re-evaluation by Company after fifteen (15) days from Company's issuance of this Quotation if not accepted by Customer by issuing a Purchase Order. All prices are exclusive of any present or future sales, revenue, or excise tax, value added tax, turnover tax, import or export duty, or any other tax applicable to the manufacture and sale or Rental of any Equipment or the provision of Services. Such taxes shall be paid by Customer. In the event shipment of the Equipment or Services are delayed for any reason not within the control of Company, the price shall be increased one and one-half percent (1.5%) for each full month or fraction thereof that shipment of the Equipment or Services are thereby delayed after a ninety (90) day period from the date of the Purchase Order.
- 4. PAYMENT TERMS.** The net amount due shall be paid in full within thirty (30) days of the invoice date. Amounts unpaid after the due date shall accrue interest of one percent (1%) per month. Company reserves the right to require payment in advance, a deposit or C.O.D. If partial shipments are made, payments shall become due in accordance with the designated terms upon submission of invoices. To secure the purchase price of the Sale Equipment and of any other items or services purchased by Customer from Company and any other amounts due by Customer to Company, Company hereby retains a security interest in, and Customer grants to Company a security interest in, the Sale Equipment and any other items purchased by Customer from Company.
- 5. CANCELLATION OR REVISIONS.** Any Purchase Order may be cancelled or revised by Customer only upon written approval by an authorized representative of the Company, and at the Company's sole discretion. Should Company approve cancellation or revision of a Purchase Order, Customer shall pay the cancellation or revision charges specified in said approval. Cancellation or revision charges will include expenses previously incurred, commitments made pursuant to or in reliance upon such Purchase Order, whether or not such commitments are legally binding on Company, and any other factors considered relevant by Company. In the event that Company does not approve cancellation or revision, Customer shall remain liable to Company for the full price of the Equipment, Rental and/or Services ordered.
- 6. TITLE, RISK OF LOSS AND DELIVERY.** All domestic and international deliveries shall be FOB or Ex Works ("**EXW**") (Incoterms 2020) Company's location or such other facility designated by Company in the applicable Purchase Order ("**Delivery Point**"). Such other facility may be designated as a domestic port for international delivery. The Party responsible international delivery shall comply with all applicable laws including those relating to the import, export, packaging, and labeling of the Equipment, and shall indemnify and defend the other Party for any breaches of such applicable laws. Customer shall be responsible for arranging





further transportation of the Equipment from the Delivery Point. Risk of loss to all Equipment furnished by Company shall pass directly to Customer at the Delivery Point, subject to the provisions of Section 7 for Rental Equipment. If the Delivery Point is Company's location and Customer fails to accept delivery of any of the Equipment on the date fixed pursuant to the Purchase Order or Company's notice that the Equipment has been made available at the Delivery Point, Company, at its option, may store the Equipment until Customer takes delivery, and Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). All Delivery dates are estimates and under no circumstances does Company guarantee date of delivery. Company shall not be responsible or liable for any damage or loss which occurs during transportation and/or shipment of the Equipment. Company is not liable or responsible for any costs of Customer caused by any delays in transportation or delivery. Title to the Sale Equipment shall pass to Customer upon Customer's payment to Company for the Equipment; Company shall retain title in all Rental Equipment at all times.

7. RENTAL EQUIPMENT. The minimum charge for any individual unit which is rented ("Rental") is two (2) weeks. Thereafter, monthly Rentals are billed on a month-to-month basis at the beginning of the Rental period. The Rental fee will begin upon shipment of Rental unit(s) and will terminate upon return receipt of Rental Equipment at one of Company's locations. Customer is responsible for freight charges both to and from Customer's Site. Rental charged is NOT applicable to the purchase price of the Rental Equipment nor are any Rentals prorated. Individual terms of Rental and Rental charges are discrete to each Rental as agreed between Company and Customer. Customer shall be liable for the return of the Rental Equipment to Company's warehouse in the same condition the Rental Equipment was in at the time the Rental Equipment was received by Customer, ordinary wear excepted. As specified by Company, certain Rental Equipment shall be tarped when hauled to Customer's location and when returned to Company. If Customer fails to comply with this tarping requirement, Company reserves the right to charge Customer for any resulting damage. Should Customer rent Rental Equipment from Company, the following provisions apply: (a) in the event that any of Company's Rental Equipment is lost or damaged, Customer shall continue to pay rent on the Rental Equipment until (i) the Rental Equipment is returned, and Customer pays Company the full cost to repair the Rental Equipment or (ii) Customer pays Company the full replacement cost (i.e. the retail cost) of the Rental Equipment; and (b) Customer shall be responsible for any loss or damage to Company's Rental Equipment either transported by Customer or by conveyance arranged for by Customer. Should Customer purchase the Rental Equipment, the Rental Equipment shall be sold "as is" with no warranties whatsoever if Customer has been renting the Rental Equipment for three (3) months or more.

8. EVALUATION OF CUSTOMER-OWNED EQUIPMENT.

If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then these Terms shall apply, except that: (a) Customer shall be responsible for the transportation of the Customer-owned equipment to and from Company; (b) the risk of loss and title shall remain with Customer; (c) no warranty of Service shall apply; and (d) Company shall only be liable for further damage to the Customer-owned equipment to the extent of its gross negligence or willful misconduct.

9. WARRANTIES.

(a) Warranty Periods. "Equipment Warranty Period" means: (i) for new Equipment, eighteen (18) months from the date of shipment of the Equipment to Customer or twelve (12) months from the date of energization of the Equipment, whichever occurs first; and (ii) for reconditioned Equipment, thirty-six (36) months from the date of shipment of the Equipment to Customer. If Customer is purchasing the Equipment to rent to or sell to its customers or to third parties other than Customer, the warranty period shall be for twelve (12) months from the date of shipment of the Equipment by Company. "Services Warranty Period" means the period commencing the date Company completes such Services and ending twelve (12) months thereafter, whether or not such Services are performed by Company on Customer's premises or Company's premises. If the purpose of the Purchase Order is for Company to repair goods that are owned by Customer in Company's shop (and is not warranty repair work), such Services will be guaranteed for a period of thirty-six (36) months from the date of the completion of such Services.

(b) Services Warranty. Company warrants for the Services Warranty Period that: (i) Company will perform all Services in a good, safe and workmanlike manner in accordance with generally accepted industry practices applicable to the Services being performed, (ii) the Services performed are in accordance with the specifications set forth in the applicable Purchase Order, and (iii) the Services will be free from defects in materials and workmanship.

(c) Equipment Warranty. For the Equipment Warranty Period, Company warrants the following regarding Sale Equipment manufactured by Company and Rental Equipment: (i) merchantable title to such Equipment; (ii) that they substantially comply with Customer's specifications as set forth in the applicable Purchase Order; (iii) that they are guaranteed to operate in accordance with the Equipment nameplate when operated under normal load, usage, conditions and with proper care, installation and supervision; and (iv) that the Equipment will be free from defects in material and workmanship.

(d) Exclusions from Warranties. Company does not warrant: (i) any Equipment not sold by Company; (ii) that the specifications provided by the Customer are accurate, or fit for a particular use; (iii) damage caused by improper installation of the Equipment (unless performed by Company); (iv) damage caused by improper operations of the Equipment, voltage surges, negligence of others, accidents, natural forces (including, but not limited to, fire, flood, wind and lightning), and operations beyond rated capacities, or misuse; (v) damage caused by use for purposes other than those for which it was designed; (vi) damage caused by





unauthorized attachments or modification; (vii) damage caused by vandalism; or (viii) that the Equipment will meet or comply with the requirements of any safety code or regulation of any state, municipality, or other jurisdiction.

(e) Notice of Warranty Breach. Customer shall provide timely, written notice to Company of warranty defects.

(f) Remedies. Company shall promptly cure all valid Service Warranty defects described in such notices by reperforming the Services at Company's cost. Any Sale Equipment or Rental Equipment provided by Company which breaches this warranty shall promptly and at Company's sole option, be repaired or replaced by Company at Company's cost, except as otherwise provided in this Section 9. Company shall repair at the Customer's site all Equipment for which field repair is feasible. Should the Equipment require repair at Company's plant, Company shall arrange and pay freight to and from Customer's site anywhere in the continental U.S. Under no circumstances is Company responsible for any in/out charges associated with the connection, reconnection, disassembly or rigging of the Equipment being serviced under this warranty. Company shall not be responsible for repairs or replacement made by third parties without the Company's written consent. If Company fails to cure a defect within ten (10) days after receiving written notice of such defect, Customer may cure such defect directly or through a third party. In such case, Company shall reimburse Customer for the reasonable and documented costs incurred by Customer for curing the defect within thirty (30) days after receipt of a written invoice from Customer. Any Services or Equipment cured shall have a Service Warranty Period or Equipment Warranty Period for the longer of the remainder of the original warranty period or six (6) months from the completion of the warranty cure.

(g) Warranty Limitation. Company's obligation under these warranties shall not, in any event, exceed the line-item amount paid under the applicable Purchase Order for the defective Equipment or Services. If the costs of the reperformance, repair or replacement would exceed the original Purchase Order price for such item, Company's obligations under this warranty shall be satisfied by a return of the Purchase Order price for such item.

(h) Third-Party Warranties. In the event that all or a portion of the Sale Equipment purchased are manufactured by others, the Customer's warranty is with the original manufacturer of that Equipment and subject to the warranty terms and conditions of that manufacturer. Company, as a seller of Equipment manufactured by others, will assist Customer in remediation of warranty claims, but in no circumstance is liable to fulfill the warranty obligation of those manufacturers or to cover expenses that are not covered by original manufacturers' warranty.

(i) Entire Warranties. The foregoing provisions of this Section 9 are expressly in lieu of all other warranties whatsoever, express, implied and statutory. **EXCEPT AS SET FORTH ABOVE, ALL WORK IS PROVIDED AS IS AND WITH ALL FAULTS. THE WARRANTIES MADE HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH IMPLIED WARRANTIES OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. FURTHER, THE WARRANTY REMEDIES SET FORTH HEREIN ARE THE SOLE WARRANTY REMEDIES AVAILABLE TO CUSTOMER FOR A BREACH OF WARRANTY CLAIM.**

10. INDEMNITY. Each Party shall be liable for and shall fully indemnify the other Party for any injury or death to any person or any damage to or loss of any property to the extent of the indemnifying Party's negligence or willful misconduct.

11. LIMITATION OF LIABILITY. Company's maximum liability to Customer for any breach of these Terms or any claim related to the Equipment or Services shall be the applicable Purchase Order price. **EXCEPT FOR THE DUTIES TO INDEMNIFY SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, RELIANCE, ECONOMIC, CONSEQUENTIAL, CONTINGENT, CIRCUMSTANTIAL OR ENHANCED DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE FOR DELAY, LOSS OF PRODUCT, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOOD WILL REGARDLESS OF (a) WHETHER SUCH DAMAGES WERE FORESEEABLE, (b) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (d) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

12. INTELLECTUAL PROPERTY. Customer acknowledges and agrees that Company's Equipment is protected by copyright, trademark, patent, or other proprietary rights of Company, its parent companies, subsidiaries, and affiliates. Unless the Equipment is *work for hire*, Customer gets no intellectual property rights in such Equipment (other than a license to use such Equipment) and agrees not to modify or alter any of the intellectual property made available by Company in connection with the Equipment. Customer further agrees not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Equipment or any software used in connection therewith. No Equipment shall be considered *work for hire* unless a Purchase Order specifically orders or commissions Company to fabricate or manufacture the Equipment in a new or unique manner to Customer's specifications, and not in the manner typically fabricated or manufactured by Company.

13. NO ASSIGNMENT. Customer agrees not to assign or otherwise transfer its rights or obligations under these Terms without prior express written consent of Company. These Terms shall be binding on and inure to the benefit of the Parties to these Terms and their respective successors and permitted assigns.

14. FORCE MAJEURE. Company shall not be liable for any delay in providing the Equipment or Services, or any other failures in performance due to acts beyond its control. Such acts shall include, but are not limited to, acts of God, embargo, stoppage of labor,





failure to secure materials or labor from usual sources of supply, riots, acts of war, fire, communication line failures, and acts of governmental or military authorities.

15. GOVERNING LAW, JURISDICTION AND VENUE. These Terms shall be governed and construed in accordance with the laws of the State of Texas, and any and all disputes hereunder shall be resolved in accordance with the laws of the State of Texas, except for any such law that would direct the application of the law of a different jurisdiction. The Parties consent to personal jurisdiction in any action brought in any court, federal or state, within Dallas County, Texas, having personal and subject matter jurisdiction arising under these Terms and with respect to any such claim the Parties irrevocably waive, to the fullest extent permitted by law, any claim, or any objection they may now or hereafter have, that venue is not proper with respect to any such suit, action, or proceeding brought in such a court in Dallas County, Texas, including any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum and any claim that a Party is not subject to personal jurisdiction or service of process in such Dallas County forum.

16. SEVERABILITY. Every provision of these Terms is intended to be severable. If any term or provision is illegal, invalid, or unenforceable, for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of these Terms provisions similar in terms as necessary to render such provision legal, valid, and enforceable.

17. NON-WAIVER. A Party's failure to enforce any or all of these Terms shall not constitute a waiver of its rights with respect to the same or any subsequent breach.

18. RELATIONSHIP OF PARTIES. Nothing herein shall be construed to create a partnership, joint venture, agency, fiduciary or employment relationship between the Parties.

19. ATTORNEY'S FEES. If any action or proceeding shall be commenced to enforce these Terms, or any right arising in connection with these Terms, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party, reasonable attorneys' fees, costs, and expenses incurred by such prevailing Party in connection with such action or proceeding.

20. ENTIRE AGREEMENT. These Terms constitute the entire understanding among the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. Further, no oral statements about the Equipment or Services not in writing in these Terms shall be binding on a Party.

By execution of these Terms in the space provided below, Customer acknowledges and agrees with the foregoing terms and conditions as of the date of Customer's signature.

CUSTOMER:

Customer name: _____

By: _____

Name: _____

Title: _____

Date: _____





Bobcat

Product Quotation

Quotation Number: AMS-06126

Date: 2022-03-25 11:07:50

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF NEODESHA 292853 1200 W Granby PO BOX 336 Neodesha, KS 66757-9704	White Star Machinery Edi Clark WICHITA KS 67219-1213 Phone: 316 712 8723 Fax: 815 572 8175	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078

Description	Part No	Qty	Price Ea.	Total
E50 R2-Series Bobcat Compact Excavator	M3319	1	\$52,790.50	\$52,790.50
Auto-Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics with Selectable Flow <ul style="list-style-type: none"> W/ Arm Mounted Flush Face Quick Couplers Canopy <ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD)				
60 Month Protection Plus (2000 Hours)	9986418	1	\$1,600.00	\$1,600.00
P82 Performance Package	M3319-P06-P82	1	\$7,410.90	\$7,410.90
Long Arm Angle Blade				
C52 Comfort Package Enclosed Cab with HVAC Cloth Suspension Seat Travel Motion Alarm	M3319-P07-C52	1	\$6,536.60	\$6,536.60
	Bobcat 7 inch Touch Display <ul style="list-style-type: none"> Radio Bluetooth Keyless Start 			
Total of Items Quoted				\$68,338.00
Dealer P.D.I.				\$200.00
Freight Charges				\$1,499.00
Dealer Assembly Charges				\$0.00
Other Charges: Material and Logistics				\$4,442.00
Quote Total - US dollars PURCHASE ONLY				\$74,479.00
SEE BELOW FOR LEASE				

***Prices per the Kansas NASPO Construction - SW192**

***Terms Net 60 Days. Credit cards accepted.**

***FOB Origin – Prepay and Add to Quote**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

***Orders Must Be Placed with Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

***Quote valid for 30 days**

ORDER ACCEPTED BY:

_____	04/13/2022
SIGNATURE	DATE
Devin Johnson, Mayor	_____
PRINT NAME AND TITLE	PURCHASE ORDER NUMBER

DELIVERY ADDRESS: 1200 W Granby, Neodesha, KS 66757

BILLING ADDRESS (if different than Ship To): First Bank Sterling KS

TAX EXEMPT? ☒ YES ☐ NO

Exempt in the State of Kansas

Tax Exempt ID:

FEDERAL - 48-6040117

STATE - KSST5WV21L

Expiration Date: 10/01/2024

This unit is being leased to the City of Neodesha KS on a 60 month term , financing for this lease will be thru First Bank of Sterling - Sterling ,Kansas

The City of Neodesha will be allowed a total of 250 hours per fiscal year and/or but not to exceed 1250 total machine hours during the 60 months agreement.

The annual lease payment runs on a fiscal year and not on a calendar year beginning in the month the Bobcat is delivered – and continuing 60 months there after at a rate of \$8,500.00 per fiscal year for years 1, 2, 3, 4, and 5.

AGREEMENT FOR SOLID WASTE DISPOSAL

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

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

NOW, THEREFORE, THIS AGREEMENT:

1. It is hereby agreed by and between the BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, KANSAS, and the CITY COMMISSIONERS OF NEODESHA, KANSAS, that for a period of one (1) year commencing January 1, 2022 and ending at 12:00 midnight on December 31, 2022, THE CITY OF NEODESHA and all residents of said City shall have the right to use said transfer station, in consideration of the payment by the CITY OF NEODESHA of the sum of SIXTEEN THOUSAND DOLLARS (\$16,000).

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

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

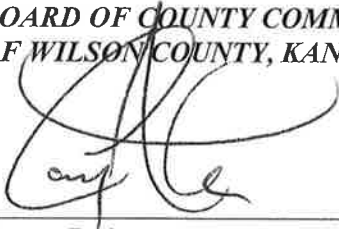
4. It is understood and agreed by and between the parties that any commercial haulers of trash are not covered by this agreement unless they are hauling for the CITY OF NEODESHA.

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

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

WITNESS the hands and seals of the BOARD OF COUNTY COMMISSIONERS
OF WILSON COUNTY, KANSAS, and the CITY COMMISSIONERS OF
NEODESHA, KANSAS, this 29th day of December, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF WILSON COUNTY, KANSAS:**



Casey Lair, Chairman

**CITY COMMISSIONERS
OF NEODESHA, KANSAS:**

Devin Johnson, Mayor



Andrew Miller, Vice Chairman

J.D. Moffatt, Commissioner


Jerry Scott, Commissioner

Tom Nichol, Commissioner

ATTEST:


Rhonda Willard, County Clerk

Stephanie Fyfe, City Clerk

PREPARED BY:
Kris Marple
County Coordinator

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made and entered into this 29th day of December, 2021, by and between WILSON COUNTY, KANSAS, hereinafter referred to as the First Party, and the CITY OF NEODESHA, KANSAS, through the Board of Commissioners, hereinafter referred to as the Second Party.

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

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

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

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

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

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

SECOND: The First Party shall pay the sum equal to \$218,000.00 to the Second Party for the operation of ambulance services. The funds shall be used exclusively for the operation of ambulance services. The funds shall be disbursed in twelve (12) equal payments of \$18,167.00.

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

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

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

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

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

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

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

The parties shall give notice in writing prior to July 1, 2022 of their intention not to renew this agreement.

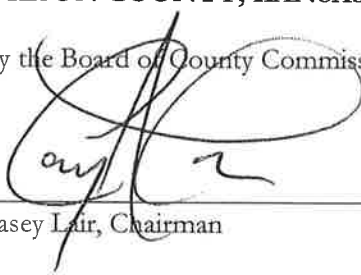
EIGHTH: The term of this agreement shall be for a period of one (1) year, commencing on January 1, 2022, and ending December 31, 2022, and shall be binding upon the successors and assigns of the parties hereto provided. However, this agreement shall not be assigned without the written consent of all parties hereto.


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

FIRST PARTY:

WILSON COUNTY, KANSAS


By the Board of County Commissioners


Casey Lair, Chairman


Andrew Miller, Vice Chairman


Jerry Scott, Member

Attest:


Rhonda Willard, County Clerk

SECOND PARTY:

CITY OF NEODESHA

By the Board of City Commissioners


Devin Johnson, Mayor


J.D. Moffatt, Commissioner


Tom Nichol, Commissioner

Attest:


Stephanie Fyfe, City Clerk