

Agenda

City Commission of the City of Neodesha, KS

November 8, 2023 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
- Interim 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 October 25, 2023 Minutes
- Approval of November 2, 2023 Special Call Minutes
- Appropriation (2023) 20

Item 4: Business Items to Consider

- A. 2024 Employee Health/Dental Insurance Plan Renewal
- B. Hach Service Agreement
- C. Final Approval of Directional Signage
- D. Consider Veterans Day Closure
- E. Set Special Call Meeting Date

Item 5: Date/Time of Next Regular Meeting

Thursday, November 30, 2023 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Non-elected Personnel

Item 7: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
November 8, 2023**

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: 2024 Employee Health/Dental Insurance Plan Renewal

Staff will present information to the Commission on the renewal of the City's employee health and dental insurance plan. The Commission is asked to approve the renewal for 2024.

RECOMMENDED MOTION: *I move to approve the KMIT Association / Blue Cross Blue Shield Comprehensive Major Medical Plan and a Blue Cross Blue Shield of Kansas Dental Plan for 2024.*

4.B: HACH Service Plus: Approve Renewal of 2024 Service 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 2023-2024 service contract is \$4,065.00

RECOMMENDED MOTION: *I move to approve the renewal of the service agreement with HACH Service Plus in an amount not to exceed \$4,065.00.*

4.C: Final Approval of Wayfinding Signage

The Commission is asked to review the final updates to the design of the wayfinding signage. If the final design meets with Commission expectations, Staff is requesting approval to order the signage.

RECOMMENDED MOTION: *I move to approve the final design of the wayfinding signage from CDL Electric and allow the Mayor to sign the Artwork Approval Proofs.*

4.D: Consider Veterans Day Holiday 2023

Staff is requesting that the Commission consider approving the addition of the Veterans Day holiday for 2023. This year's holiday will be observed on Friday, November 10, 2023. Due to the significance of this Federal holiday, Staff will also ask the Commission to consider adding it to policy for 2024.

RECOMMENDED MOTION: *I move to approve the observance of Veterans Day for all City employees on November 10, 2023.*

4.E: Set Special Call Meeting Date

This agenda item is at the request of the mayor for a ribbon-cutting and photo opportunity in front of the new mural at the Neodesha Arts Center Annex. A tour of the facility will also be offered.

RECOMMENDED MOTION: *To be determined.*

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body, Interim 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., on Wednesday, October 25, 2023, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Moffatt and Vail-Keller present. Assistant City Clerk Rhonda Howell was absent from the meeting.

Commissioner Moffatt moved to approve the agenda as presented. Seconded by Commissioner Vail-Keller. Motion carried. Commission reports were heard.

Interim Administrator reports were heard.

Community Development Director reports were heard.

Commissioner Vail-Keller moved to approve the consent agenda as presented consisting of minutes from the October 11, 2023 meeting; and Appropriation (2023) 19. Seconded by Commissioner Moffatt. Motion carried.

Public Comments were invited and heard.

Interim Administrator McAnarney addressed the Commission regarding an ordinance authorizing the issuance of bonds for the City's Municipal Water System Improvements Project, namely the first piece being the repairs to the southeast abutment of the Neodesha Fall River Dam, and secondly, construction and installment of water line improvements. Staff is working with Triplett Woolf & Garretson LLC for the necessary paperwork to complete this process. Dave Arteberry and Stan Jones of Stifel, Nicolaus & Company were present by Zoom to aid in the discussion.

ORDINANCE NO. 1800

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS DECLARING IT NECESSARY TO ACQUIRE AND CONSTRUCT CERTAIN IMPROVEMENTS TO, AND OTHERWISE RECONSTRUCT, IMPROVE, EQUIP, REHABILITATE AND EXTEND THE MUNICIPAL WATER SYSTEM IN THE CITY; AUTHORIZING AND DIRECTING THE ACQUISITION AND CONSTRUCTION OF SAID IMPROVEMENTS, AND THE RECONSTRUCTION, IMPROVEMENT, EQUIPPING, REHABILITATION AND EXTENSION OF SAID SYSTEM AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF; AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES FROM TIME TO TIME AS FUNDS ARE NEEDED FOR THE ORDERLY CONSTRUCTION OF SAID IMPROVEMENTS. *(a complete copy of this ordinance is available for viewing in the City Clerk's office)*

Commissioner Moffatt moved to approve Ordinance 1800 as presented. Seconded by Commissioner Vail-Keller. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding a resolution that provides details related to the sale and delivery of the City's General Obligation Bonds, Series 2023-A for the Municipal Water System Improvements Project. Discussion held.

RESOLUTION NO. 23-24

A RESOLUTION OF THE CITY OF NEODESHA, KANSAS AUTHORIZING AND PROVIDING FOR THE OFFERING FOR SALE OF THE CITY'S GENERAL OBLIGATION TEMPORARY NOTES, SERIES A, 2023, IN A TOTAL APPROXIMATE PRINCIPAL AMOUNT OF \$1,772,000. *(a complete copy of this ordinance is available for viewing in the City Clerk's office)*

Commissioner Vail-Keller moved to approve Resolution 23-24 as presented. Seconded by Commissioner Moffatt. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding a financial services agreement with Stifel, Nicolaus & Company for financial services related to the dam repairs and waterline replacement project. Discussion held.

Commissioner Moffatt moved to approve the Financial Advisory Services Agreement with Stifel, Nicolaus & Company Inc, as presented. Seconded by Commissioner Vail-Keller. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding the approval of the Notice of Award for the Neodesha Fall River Dam Project. Discussion held.

Commissioner Vail-Keller moved to approve the Notice of Award, for the Neodesha Fall River Dam – Southeast Abutment Repairs Project, to Koehn Construction LLC at a project cost of \$905,000, pending USDA final funding approval. Seconded by Commissioner Moffatt. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding a request from the Neodesha Area Chamber of Commerce to conduct a historical cemetery tour featuring certain individuals and to lift the cemetery's curfew from 9:00 p.m. to 10:00 p.m. Chamber Director Robyn Pierce was present to aid in discussion.

Commissioner Moffatt moved to approve the use of the Neodesha City Cemetery for a public tour event Monday, October 30, 2023, 7:00 p.m. to 9:00 p.m., and to lift the curfew at the cemetery from 9:00 p.m. to 10:00 p.m. Seconded by Commissioner Vail-Keller. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding a request from a group of individuals requesting the use of the Civic Center for senior recreation activities, pickle-ball, during inclement weather. Discussion held.

(continued on next page)

Commissioner Vail-Keller moved to approve the request for the use of the Civic Center for senior recreational activities on a trial basis, limiting the use to one hour during City Hall business hours. Seconded by Commissioner Moffatt. Motion carried.

Interim Administrator McAnarney addressed the Commission regarding rescheduling the November 22, 2023 Commission Meeting to a later date due to the Thanksgiving Holiday. Discussion held.

Commissioner Moffatt moved to reschedule the November 22, 2023 Commission Meeting to November 30, 2023 at 2:00 p.m. Seconded by Commissioner Vail-Keller. Motion carried.

Commissioner Vail-Keller moved to recess to an Executive Session to include the Governing Body and the City Clerk in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open session, it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 3:00 p.m. Seconded by Commissioner Moffatt. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 3:00 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. The live streamed Zoom meeting then resumed with audio, video and recording. No action taken.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, November 8, 2023 at 2:00 p.m.

At 3:00 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Vail-Keller. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

SPECIAL CALL FOR SPECIAL MEETING OF BOARD OF COMMISSIONERS

Neodesha, Kansas
November 2, 2023

To the Board of Commissioners:

The Board of Commissioners will hold a Special Call meeting Thursday, November 2, 2023 at 12:30 p.m., at City Hall, for the following purpose:

1. Executive Session: Non-elected Personnel

The Board of Commissioners met in a Special Call Session at 12:30 p.m. in the Commission Room at City Hall on Thursday, November 2, 2023 with Mayor Johnson presiding and Commissioners Moffatt and Vail-Keller present.

Commissioner Vail-Keller moved to recess to an Executive Session including the Governing Body and Don Osenbaugh in the Commission Room to discuss an individual employee's performance pursuant to the non-elected personnel matter exception KSA 75-4319(b)(1) because if this matter were discussed in open-session it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at 4:00 p.m. Seconded by Commissioner Moffatt. Motion carried.

At 4:00 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken.

At 4:05 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Vail-Keller. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk


APPROPRIATIONS REPORT

ORDINANCE NO 20

11/8/2023

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ADVANCE INSURANCE COMPANY	NOVEMBER PREMIUMS	510.80	72961	11/8/2023
BAILEY FARM INVESTMENT, LLC	2023 LAND LEASE COMM/WTR TOWER	1,600.00	72962	11/8/2023
BORDER STATES INDUSTRIES INC	ELECTRIC SUPPLIES	543.30	72963	11/8/2023
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,376.38	72964	11/8/2023
CLEAVER FARM & HOME	SUPPLIES	168.42	72965	11/8/2023
COBALT BOATS	CIVIC CENTER DEPOSIT REFUND	300.00	72966	11/8/2023
CORE & MAIN	PARTS & SUPPLIES	2,034.66	72967	11/8/2023
CULLIGAN OF INDEPENDENCE	NOVEMBER WATER SERVICE	242.79	72968	11/8/2023
D & D AUTO REPAIR & ALIGNMENT	BATTERY	159.95	72969	11/8/2023
FREDONIA REGIONAL HOSPITAL	DOCTOR SERVICES	37.14	72970	11/8/2023
GALLS LLC	UNIFORMS	18.82	72971	11/8/2023
GREEN ENVIRONMENTAL SVCS	DELIVERY & ROLL OFF CHARGE	450.00	72972	11/8/2023
HUGO'S INDUSTRIAL SUPPLY, INC	CLEANING SUPPLIES	364.89	72973	11/8/2023
INDEPENDENCE COMMUNITY COLLEGE	TUITION AND FEES	2,617.00	72974	11/8/2023
KANSAS ONE-CALL SYSTEM, INC	OCTOBER LOCATES	33.60	72975	11/8/2023
LAKELAND OFFICE SYSTEMS	OCTOBER COPIER MAINTENANCE	155.11	72976	11/8/2023
MARK MCANARNEY	OCTOBER PAY STATEMENT	6,490.35	72977	11/8/2023
MIDWEST COMPUTER SALES	IT SERVICES	2,586.95	72978	11/8/2023
NEODESHA DERRICK NEWS	PUBLICATIONS	679.00	72979	11/8/2023
PATRIOT SERVICE COMPANY	SANITATION UNITS	200.00	72980	11/8/2023
PENMAC PERSONNEL SERVICES INC	TEMPORARY PERSONNEL SERVICE	613.47	72981	11/8/2023
PRAIRIE FIRE COFFEE	BEVERAGE SERVICE	70.69	72982	11/8/2023
QUALITY MOTORS	PARTS	78.43	72983	11/8/2023
ROMANS OUTDOOR POWER	PARTS & SUPPLIES	337.69	72984	11/8/2023
SANDBAGGER GOLF & TURF	INTAKE PIPE & SPARK PLUG	50.10	72985	11/8/2023
SENSIT TECHNOLOGIES	PARTS,REPAIR,CALIBRATION	462.91	72986	11/8/2023
STANION WHOLESALE ELECTRIC	ELECTRIC SUPPLIES	2,021.91	72987	11/8/2023
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	95.00	72988	11/8/2023
US CELLULAR	TABLET CHARGES	51.57	72989	11/8/2023

UTILITY CONSULTANTS INC	PRE EMPLOYMENT TEST	110.00	72990	11/8/2023
WALMART COMMUNITY BRC	OFFICE SUPPLIES	139.37	72991	11/8/2023
WILSON MEDICAL CENTER	OCTOBER TAX DISTRIBUTION	30,470.74	72992	11/8/2023
WOODS LUMBER COMPANY	SUPPLIES	355.03	72993	11/8/2023
****TOTAL****		55,426.07		

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 1 of 4 Partnership Number : HACH520354 WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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Partnership Number : HACH520354

Version : 0.5

Quotation Date : 18-SEP-23

Expiration Date : 17-NOV-23

Hach Company
Contact : Balster, Scott

Service Partnership
Phone :

Service Partnership
Email : sbalster@hach.com

Customer Ref : RENEWAL QUOTE
Customer Phone : 3252750

Customer Fax :

Customer Contact : BAIR, JAY
Customer Email : jbair@neodeshaks.org

Bill-To Account # 124018

Ship-To Account # 124018

Customer Name CITY OF NEODESHA
Address4
Address1 PO BOX 336
Address2
Address3
City,State, NEODESHA-KS-66757-033
PostalCode 6
Province/ US
Country


Customer Name CITY OF NEODESHA
Address4
Address1 1400 WISCONSIN ST
Address2
Address3
City,State, NEODESHA-KS-66757
Postalcode
Province/ US
Country

Payment Terms: Net 30

Billing Method: Annual-Invoices on
START Date

Currency: USD

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	PMP-SS7-2V	16-NOV-23	15-NOV-24	PMP-SURFACE SCATTER 7 TURB-2V (FRV 2)	779.00
1.1	LPV431.99.00002			SS7 HACH SENSOR ASSY ; 140700501687	
2	PMP-CL17 NEW-2V	16-NOV-23	15-NOV-24	PMP-CL17 NEW CHLRN ANLZR-2V (FRV 2) For use with CL17 part number 5440000.	1,034.00
2.1	5440200			oo CHLORINE ANALYZER,CL17 W/KITS/NETWRK ; 131000484833	
3	PMP-SC200-1V	16-NOV-23	15-NOV-24	PMP-SC200-1V (FRV 1)	384.00
3.1	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097758	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	2 of 4 HACH520354
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

	3.2	LXV404.99.00552			nn ff sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1406C0097739	
	3.3	LXV404.99.00502			nn sc200 CONTROLLER, AC-DC, DIG,HACH ; 1406C0097631	
4	PMP-2100N-2V		16-NOV-23	15-NOV-24	PMP-2100N LAB TURB-2V (FRV1)	911.00
	4.1	4700000			oo 2100N LAB TURB, EPA 1821 ; 020200007416	
5	PMP-HQD-1V		16-NOV-23	15-NOV-24	PMP-HQd Series-1V (FRV 1)	382.00
	5.1	HQ411D			HQ411d BENCHTOP METER, pH/mV ; 120400069832	
6	PMP-DR3900-1V		16-NOV-23	15-NOV-24	PMP-DR3900-1V (FRV1)	575.00
	6.1	LPV440.99.00002			aa DR3900 SPECTROPHOTOMETER W/O RFID ; 2045649	
Sub Total :						4,065.00
Tax:						0.00
Total :						4,065.00

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. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CITY OF NEODESHA

Customer P.O. Number : _____


Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

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

1. APPLICABLE TERMS & CONDITIONS:

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

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 3 of 4 Partnership Number : WebSite: www.hach.com	HACH520354 Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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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.

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 settling 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, other 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/privacy-policy>.

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 4 of 4 Partnership Number : WebSite: www.hach.com	4 of 4 HACH520354 Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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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.

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.

8th & Main, Westbound



8th & Main, Eastbound



1308 N. Walnut
Pittsburg, KS
620-231-6420
www.cdlsolution.com

ARTWORK APPROVAL PROOF

☐ APPROVED

☐ APPROVED AS NOTED

☐ REVISE AND RESUBMIT

DATE: _____

SIGNATURE _____

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