

Agenda

City Commission of the City of Neodesha, KS

February 14, 2024 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

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 January 24, 2024 Minutes
- Appropriation (2023) 25
- Appropriation (2024) 2

Item 4: Business Items to Consider

- A. Ordinance: Zoning Change; 813 W Granby
- B. Resolution: Amend Personnel Policy Manual
- C. Approve Purchase of Plumbing Truck
- D. Approve Purchase of Emergency Lighting for Police Cars
- E. Approve Purchase of Turbidimeters
- F. Approve Purchase of Tablets
- G. Approval to Seek Financing for Fire Truck
- H. Discuss 4th of July Fireworks

Item 5: Administration Reports & Comments

- Mayor's Report
- Commissioner's Reports
- City Administrator's Comments
- Community Development Director Report

Item 6: Date/Time of Next Regular Meeting

Wednesday, February 28, 2024 at 2:00 p.m. – Regular Meeting, City Hall

Item 7: Executive Session

Item 8: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
February 14, 2024

Additions to the Agenda

RECOMMENDED MOTION: *I move to approve the agenda as presented.*

Consent Agenda

RECOMMENDED MOTION: *I move to approve the consent agenda as presented.*

Business Items to Consider

4.A: Ordinance: Zoning Change; 813 W Granby

Ordinance changing the zoning of a property used as a residential housing back from commercial zoning to residential zoning.

RECOMMENDED MOTION: *I move to adopt Ordinance 1801 as presented.*

4.B: Resolution: Amend Personnel Policy Manual

Resolution amending the personnel policy manual to reflect the changes made to the cities boot allowance policy.

RECOMMENDED MOTION: *I move to adopt Resolution 24-04 as presented.*

4.C: Approve Purchase of Plumbing Truck

This truck is a replacement for the Gas department and was budgeted for purchase in 2024.

RECOMMENDED MOTION: *I move to approve the purchase of a Ford F-350 plumbing truck from Broadway Truck Centers in the amount of \$62,500.*

4.D: Approve Purchase of Emergency Lighting for Police Cars

PD had budgeted for a certain number of cars to be outfitted with lighting this year in the capital improvements. Sam is using these funds budgeted to get as many cars as we can re-wired. This process will be done one at a time. That is why the bid is in a per car basis.

RECOMMENDED MOTION: *I move to approve the purchase of emergency lighting for police vehicles from Superior Emergency Response Vehicles (SERV) in an amount not to exceed \$20,000.*

4.E: Approve Purchase of Turbidimeters

These are being purchased to replace dated equipment in the water plant.

RECOMMENDED MOTION: *I move to approve the purchase of turbidimeters from Hach Co in the amount of \$9,598.20.*

4.F: Approve Purchase of Tablets

These tablets are to secure city business and communication and allows city officials to keep city business separate from personnel devices.

RECOMMENDED MOTION: *I move to approve City Staff to move forward with the purchase of tablets for the City Commission.*

4.G: Approval to Seek Financing for Fire Truck

Chief Fyfe has been looking into options to replace a couple of trucks in our fleet. He has received the quote provided and can have possession of the truck in a much fast time frame vs. going with one of the larger manufactures. He has reached out to a couple of these larger manufactures and has yet to receive a quote from these companies.

RECOMMENDED MOTION: *I move to approve City Staff to seek financing for a _____ fire truck from _____ in an amount not to exceed \$90,000/year.*

4.H: Discussion of 4th July Fireworks

Both parties have submitted contracts and all other needed documents to provide the city fireworks show. Now it is merely down to picking who the city would like to use for the service, **and when the service would take place.**

RECOMMENDED MOTION:

I move to approve the contract for the 4th of July fireworks show from Allen Miller in the amount of \$9,000.

OR

I move to approve the contract for the 4th of July fireworks show from Rainbow Fireworks Inc in the amount of \$9,000.

Neodesha, Kansas
January 24, 2024

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, January 24, 2024, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Banzet and Vail-Keller present.

Commissioner Vail-Keller moved to approve the agenda as presented with the modification of Business Item 4D: Discuss 4th of July Fireworks; and the addition of Business Item 4H: Approve Agreement with Eagle Research Corporation. Seconded by Commissioner Banzet. Motion carried.

Commission reports were heard.

City Administrator reports were heard.

Community Development Director reports were heard.

Public comments were invited and heard.

Commissioner Banzet moved to approve the consent agenda as presented consisting of minutes from the January 8, 2024 meeting; Appropriation (2023) 24; Appropriation (2024) 1; and Water System Improvements Bond Appropriation 2. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Jones along with City Clerk Stephanie Fyfe addressed the Commission regarding a resolution that provides authority for management of City Funds. Discussion held.

RESOLUTION NO. 24-03

NOW, on this 24th day of January, 2024, at a regular meeting of the Governing Body of the City of Neodesha, Kansas, the following Resolution was adopted.

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

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

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

Section 1. That the Bank of Commerce of Neodesha, Kansas, be and it is hereby designated a depository of the City of Neodesha, Kansas, for its General Account 010111; Petty Cash Account 104361; Flexi-Vest Account 751278; Fire Insurance Proceeds Fund Account 753564; Employee Benefits Account 116912; Raw Water Project Bond Account 3001673; Emergency Equipment Reserve Fund Account 3006011; and Norman No Oil Well and Museum Account 3004025; and that the funds in said accounts so deposited may be withdrawn upon a check, draft, note, or order of the City of Neodesha, Kansas.

Section 2. That all checks, drafts, notes or orders drawn against the General Account 010111 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Anita Buchanan	City Treasurer
Brogan Jones	City Administrator

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

Section 3. That all checks, drafts, notes or orders drawn against the Flexi-Vest Account 751278, and the Fire Insurance Proceeds Fund Account 753564 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

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Neodesha, Kansas

January 24, 2024

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

Section 4. That all checks, drafts, notes or orders drawn against the Petty Cash Account 104361 shall be signed by one of the following:

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

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

Section 5. That all checks, drafts, notes or orders drawn against Raw Water Project Bond Account 3001673; and Norman No Oil Well and Museum Account 3004025 shall be signed by two of the following:

<u>NAME</u>	<u>TITLE</u>
Stephanie Fyfe	City Clerk
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

Section 6. That all checks, drafts, notes or orders drawn against Employee Benefits Account 116912 shall be signed or requested by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

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

Section 7. That all checks, drafts, notes or orders drawn against the Emergency Equipment Reserve Fund Account 3006011 shall be signed by one of the following:

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Anita Buchanan	City Treasurer
Brogan Jones	City Administrator

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

Section 8. That the signatures mentioned in Sections 2, 3, 4, 5, and 6 above shall be duly certified to said Bank of Commerce of Neodesha, Kansas; and that no checks, drafts, notes or orders drawn against said Bank shall be valid

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unless so signed. That said Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning said checks, drafts, notes or orders, or any of such persons in their individual capacities or not, and whether such checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/or countersigning said checks, drafts, notes or orders, or to the individual credit of any of the other officers or not.

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

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

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

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

<u>NAME</u>	<u>TITLE</u>
Devin Johnson	Mayor
Emily Vail-Keller	Vice Mayor
Duane Banzet	Commissioner
Brogan Jones	City Administrator

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

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

Commissioner Vail-Keller moved to adopt Resolution 24-03 as presented. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the BP Annual Access Agreement. Discussion held.

Commissioner Banzet moved to table this item to a future date giving time for the City Attorney to review the document. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Jones addressed the Commission regarding an agreement with Harmony Lodge to rent space for the Neodesha Senior Citizens Center. Discussion held.

Mayor Johnson moved approve the renewal and modification of the Lease Agreement with Harmony Lodge No 94 for property located at 422 Main Street for use as the Senior Center at a cost of \$400 per month beginning March 1, 2024, and for the lease set to expire March 1, 2027. Seconded by Commissioner Banzet. Commissioner Vail-Keller abstained from the vote due to her husband being treasurer of Harmony Lodge No 94. Motion passed 2 – 0.

Administrator Jones addressed the Commission regarding the 2024 4th of July Fireworks show. Discussion held.

Commissioner Banzet moved to table this agenda item to the February 14, 2024 meeting. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Jones addressed the Commission regarding a request from the Planning & Zoning Commission to change the zoning classification at 813 W Granby from commercial to residential. Discussion held.

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Commissioner Vail-Keller moved to approve the change in zoning at 813 W Granby Street from commercial to residential. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding the purchase of new fire hose. Discussion held.

Commissioner Banzet moved to approve the purchase of fire hose from Casco Industries Inc, at a cost of \$15,320. Seconded by Commissioner Vail-Keller. Motion carried.

Administrator Jones addressed the Commission regarding bids received for a new HVAC system for the Commission Room. This system operates heating and cooling for the Commission Room, kitchen and City Clerk's office. Discussion held.

Commissioner Vail-Keller moved to approve the bid from Reynolds Plumbing in the amount of \$5,820 for the replacement of the heating and cooling system in the Commission Room. Seconded by Commissioner Banzet. Motion carried.

Administrator Jones addressed the Commission regarding an agreement with Eagle Research Corporation for a software webhosting program that supports each of the charting units at the City's gas houses. Discussion held.

Commissioner Banzet moved to approve the agreement with Eagle Research Corporation as presented. Seconded by Commissioner Vail-Keller. Motion carried.

Commissioner Vail-Keller moved to recess to an Executive Session to include the Governing Body, City Administrator, Police Chief, Public Works Director, 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 3:10 p.m. Seconded by Commissioner Banzet. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceased.

At 3:10 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.

Commissioner Banzet moved to accept the resignation of Jeremy Johnson effective immediately. Seconded by Commissioner Vail-Keller. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, February 14, 2024 at 2:00 p.m.

At 3:10 p.m. Commissioner Vail-Keller moved to adjourn. Seconded by Commissioner Banzet. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 25****12/31/2023**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
ADVANCE CONTROL SOLUTIONS LLC	INFLUENT PUMP SERVICE	330.78	73464	2/12/2024
CDL ELECTRIC CO INC	WAYFINDING SIGNS	8,750.00	73465	2/12/2024
CIVIC PLUS LLC	SUPPLEMENT PAGES	1,580.60	73466	2/12/2024
CONSTELLATION NEWENERGY	DECEMBER BILLING	63,315.94	73467	2/12/2024
MIDWEST COMPUTER SALES	NEW PHONE SYSTEM	13,046.00	73468	2/12/2024
NDB NEODESHA	NOTARY BOND	75.00	73469	2/12/2024
PB HOIDALE COMPANY INC	EQUIP UPGRADE AIRPORT FUEL STATION	14,565.45	73470	2/12/2024
PRIORITY POWER	SEPT-OCT-NOV-DEC BILLING	4,000.00	73471	2/12/2024
****TOTAL****		105,663.77		

APPROPRIATIONS REPORT**ORDINANCE NO 2****2/14/2024**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	388.45	73472	2/14/2024
AMERICAN RESPONSE VEHICLE INC	AIR CHECK VALVE	55.70	73473	2/14/2024
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,029.39	73474	2/14/2024
CALLTOWER	PHONE CHARGES	331.79	73475	2/14/2024
CANON FINANCIAL SERVICES	PRINTER LEASE	77.44	73476	2/14/2024
CINTAS	FIRST AID SUPPLIES	83.57	73477	2/14/2024
CIVIC PLUS LLC	SUPPLEMENT PAGES	2,587.04	73478	2/14/2024
CLEAVER FARM & HOME	SUPPLIES	321.16	73479	2/14/2024
CNA SURETY DIRECT BILL	MAYOR & COMMISSIONERS BOND	100.00	73480	2/14/2024
CULLIGAN OF INDEPENDENCE	FEBRUARY WATER SERVICE	229.79	73481	2/14/2024
D & D AUTO REPAIR & ALIGNMENT	BATTERY	167.93	73482	2/14/2024
DCF-LIEAP	REFUND OF LIEAP MONIES	1,244.82	73483	2/14/2024
EAGLE RESEARCH CORP	PRESSURE XDUCER ASSEMBLY	1,067.06	73484	2/14/2024
ECX SYSTEMS LLC	BARRACUDA EMAIL SECURITY 2/24	50.00	73485	2/14/2024
ELITE K-9 INC	K-9 SUPPLIES	3,534.95	73486	2/14/2024
FORSYTHE'S HEATING & ELECTRIC	SERVICE CALL	196.00	73487	2/14/2024
FOUR STATE MAINT SUPPLY, INC	THERMO GLOVES	68.98	73488	2/14/2024
G & W FOODS	WATER & SUPPLIES	96.89	73489	2/14/2024
GALLS LLC	UNIFORMS	2,237.55	73490	2/14/2024
HUGO'S INDUSTRIAL SUPPLY, INC	SUPPLIES	137.68	73491	2/14/2024
BROGAN JONES	FUEL REIMBURSEMENT	30.00	73492	2/14/2024
KANSAS ONE-CALL SYSTEM, INC	JANUARY LOCATES	28.80	73493	2/14/2024
KEY EQUIPMENT & SUPPLY CO	SEAL KIT/DOOR GLASS PANEL	1,075.70	73494	2/14/2024
LAKELAND OFFICE SYSTEMS	COPIER MAINTENANCE	582.00	73495	2/14/2024
LAWSON PRODUCTS	SUPPLIES	154.02	73496	2/14/2024
LEAGUE OF KS MUNICIPALITIES	2024 DUES & SUBSCRIPTIONS	1,300.46	73497	2/14/2024
MARK MCANARNEY	INTERIM CITY ADMINISTRATOR	3,139.40	73498	2/14/2024
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	2,282.66	73499	2/14/2024
MELS PRINTING	BUSINESS CARDS	113.80	73500	2/14/2024

MERCHANT JOB TRAINING & SAFETY	LINEMAN TRAINING BOOK 4	550.00	73501	2/14/2024
MID-AMERICA PUMP	INSPECTION	1,580.00	73502	2/14/2024
MIDWEST COMPUTER SALES	IT SERVICES	720.47	73503	2/14/2024
NEODESHA DERRICK NEWS	PUBLICATIONS	1,033.00	73504	2/14/2024
PRIORITY POWER	JAN-FEB BILLING	2,000.00	73505	2/14/2024
PROFESSIONAL ENGINEERING CONSU	NEODESHA ENTRY SIGN	1,120.00	73506	2/14/2024
RANKIN MEMORIAL LIBRARY	TAX DISTRIBUTION	49,581.19	73507	2/14/2024
RURAL WATER DISTRICT 4	AIRPORT RURAL WATER	28.60	73508	2/14/2024
STUDEBAKER REFRIGERATION INC	ICE MACHINE RENTAL	192.85	73509	2/14/2024
US CELLULAR	CELL PHONE/TABLET CHARGES	350.73	73510	2/14/2024
WILSON MEDICAL CENTER	JANUARY TAX DISTRIBUTION	26,563.22	73511	2/14/2024
****TOTAL****		106,433.09		

ORDINANCE NO. 1801

AN ORDINANCE RELATING TO THE REZONING AND CHANGING OF THE OFFICIAL ZONING MAP OF THE CITY OF NEODESHA, KANSAS, FROM COMMERCIAL TO RESIDENTIAL OF CERTAIN LOTS IN THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. Legal description:

The North Seventy-five (75) feet of Lots Eleven (11) and Twelve (12), North Eighth Street Subdivision of the City of Neodesha, Wilson County, Kansas.

hereinbefore designated in the Commercial zone, is hereby rezoned to be included in the Residential zone, as defined and determined by Ordinance No. 1199 of the City of Neodesha, Kansas.

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

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 14th day of February, 2024.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION 24-04

A RESOLUTION AMENDING THE PERSONNEL POLICIES FOR THE CITY OF NEODESHA, KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-13.

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

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

WHEREAS, the City of Neodesha Governing Body established personnel policies and rules in the form of a Personnel Policy Manual by the Neodesha City Commission as a policy directive to guide the City Administrator and the employees of the City of Neodesha in their duties as employees of the City consistent with the permissible exercise of home rule powers;

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

That the following amendments be made to the adopted Personnel Policy Manual:

- Amend Section 7.11 Miscellaneous Reimbursements
 - Employees are eligible for these benefits after 90 days of employment.
 - Employees must complete 9 months of employment with the City or these benefits will be reimbursed to the City.
 - Boot Allowance \$200.00 per year.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 14th day of February, 2024.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



BROADWAY TRUCK CENTERS
812 E Taylor Avenue . St Louis, MO 63147
314-241-9140 Fax: 314-241-3928
www.broadwaytruck.net



DATE: 01/31/2024

MOTOR VEHICLE PROPOSAL DESCRIPTION

TO: (Firm or Individual's Name)

FLEET ONLY

City of Neodesha
1200 W Granby
Neodesha KS 66757
PHONE: (620) 920-0348
FAX:

MAKE: Ford STOCK NO: 231706
MODEL: Super Duty F-350 SR SALES EXEC: Anthony Feole
YEAR: 2023 TERMS:
COLOR: OXFORD WHITE MILES: 296
TYPE: Regular Cab Pickup GVW: W.B.

CONTACT NAME Brent Wheeler	CUSTOMER E-MAIL bwheeler@neodeshaks.org	SERIAL NO. 1FTRF3BA4PEC93332
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We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B :

FIN CODE	QE709			Truck Selling Price:	\$ \$62,500.00
				Tax, Title and License	\$ \$0.00
PRICE CONCESSION APPLIED FROM GOVERNMENT				** Admin Fee:	\$ \$0.00
ADMIN FEE OF \$499 WAIVED				Accessories:	\$
				Total Selling Price:	\$ \$62,500.00
PRICE INCLUDES FULL DETAIL AND FULL FUEL				Factory Rebates:	\$
				Less Trade-In:	\$
				Net Selling Price:	\$ \$62,500.00
				Cash Down :	\$
				Trade Payoff:	\$
				Service Contract:	\$ \$0.00
				Balance Due:	\$ \$62,500.00

DESCRIPTION OF TRADE-IN

YEAR	MAKE	MODEL	TYPE	SERIAL NO.
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THIS IS OUR FIRM PRICE TODAY WITH THE EXCEPTION OF GOVERNMENT MANDATED EQUIPMENT. INCREASES FOR CHANGES IN STANDARD EQUIPMENT, AND INCREASES IN TRANSPORTATION COST.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ON THE SECOND PAGE WHICH CUSTOMER ACKNOWLEDGES HAVE BEEN READ AND ARE PART OF THIS AGREEMENT

ACCEPTED		BROADWAY TRUCK CENTERS	
FIRM NAME		This proposal is not binding upon seller unless signed by one of our managers.	
BY		APPROVED	
OFFICIAL TITLE		OFFICIAL TITLE	
DATE			



812 E TAYLOR AVE.
ST. LOUIS, MO 63147
P:314-241-9140
www.broadwaytruck.com

DATE: 01/31/2024

CUST ORDER NO: _____

SOLD TO: City of Neodesha

ADDRESS: 1200 W Granby

SALESPERSON: Anthony Feole

Neodesha KS 66757

TRUCK INVOICE

PHONE: _____

CONTACT: _____

	YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL OR SERIES	SERIAL NUMBER	W/B	KEY #	TITLE
VEHICLE SOLD	2023	Ford	N	231706	Super Duty F-350	1FTRF3BA4PEC93332			
VEHICLE SOLD									
TRADE IN									
TRADE IN									

Equipped as follows:

MILEAGE =

Selling Price	\$62,500.00
Admin Fee	
TOTAL CASH PRICE	\$62,500.00
Financing	
ESP	
\$ _____ Ded. _____ Mos.	
TOTAL TIME PRICE	
SETTLEMENT	
Rebates	
Deposits	
Cash on Delivery	
Open Account Due	
Date Due _____	
Trade in	
Less Lien 0.00	
Payments: \$62,500.00	
@	
@	
Finance Co:	
TOTAL	\$62,500.00

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby sold are those made by the manufacturer. The Seller, Broadway Ford Truck Sale, Inc., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Broadway Ford Truck Sales, Inc., neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product

Cust. Signature _____

THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED HERE.



Be Right™

Quotation

Quote Number: 101003140v2

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 25-Jan-2024

Quote Expiration: 25-Mar-2024

CITY OF NEODESHA

Name: Jay Bair
Phone: 620-325-2750
Email: jbair@neodeshaks.org

Sales Contact: Scott Balster Email: sbalster@hach.com Phone: 970-302-3300

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	LXV445.99.10112	TU5 Series® TU5300sc Low Range Laser Turbidimeter, EPA Version. Standard lead time 10 days.	4	2,823.00	15%	2,399.55	9,598.20
Grand Total Discount							\$ 1,693.80
Grand Total							\$ 9,598.20

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

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 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 the Hach TCS: (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 the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological

n order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing Address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

f the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Scott Balster
Title: Inside Sales
Phone: 970-302-3300
Email: sbalster@hach.com

Miller Pyrotechnics
Allen Miller
910 N 6th St
Fredonia KS 66736
Phone: 620-330-7876
Email: allenmiller@live.com

FIREWORKS PRODUCTION CONTRACT

This contract is entered into on this 14th day of February 2024 by and between Miller Pyrotechnics and the CITY OF NEODESHA. Production to be held on the 3rd day of July 2024.

- **Miller Pyrotechnics:** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- **Miller Pyrotechnics:** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- **Aerial FX Inc.** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregated coverage. a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- **City of Neodesha** will pick up the product from Aerial FX's facility and have available for the show.
- **City of Neodesha:** will furnish the secured minimum safety distances established by Miller Pyrotechnics after an on-site inspection of the proposed firing location.
- **City of Neodesha:** will provide adequate police protection and/or other adequate security to maintain these distances.
- **City of Neodesha** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by Miller Pyrotechnics and the City of Neodesha in the sum of Nine Thousand Dollars and no/100 cents (\$9,000.00). The break down will be as follows:

- Aerial FX will create an invoice for \$7875 (or close to, but not over) of which 10% will go towards insurance. To be paid directly to Aerial FX.
- Miller Pyrotechnics will receive a 12.5% (\$1125) shooter fee, to be paid within 7 days of receiving an invoice, and after completion of the fireworks display.

Rain dates will be figured out between both parties as to the best possible time for each party.

Witness whereof, we have caused our signatures to be affixed to this document, on this 14th day of February 2024.

Miller Pyrotechnics,

City of Neodesha,

By:

By:



Stephanie & Jason Ukele, Owners
76 Plum Avenue Inman, KS 67546
Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 11th day of January, 2024 by and between **Rainbow Fireworks, Inc.**, designated herein as the "SELLER" and CITY OF NEODESHA, designated herein as the "PURCHASER" of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2024.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Nine Thousand Dollars and no/100 cents (\$ 9,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** fifty percent (50%) of the show cost deposit in the sum of Four Thousand Five Hundred Dollars and no/100 cents (\$ 4,500.00) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Four Thousand Five Hundred Dollars and no/100 cents (\$ 4,500.00) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifteen percent (15%) of the show cost for the expense deposit in the sum of One Thousand Three Hundred Fifty Dollars and no/100 cents (\$ 1,350.00). The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2024.

SELLER:

RAINBOW FIREWORKS, Inc.

By: Stephanie Ukele
Authorized Agent

PURCHASER:

CITY OF NEODESHA

By: _____
Authorized Agent