Agenda
City Commission of the City of Neodesha, KS
November 9, 2026 4:00 p.m.

Item 1: Opening Session

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

Item 2: Public Comments
(Public comments are invited at this time. Each speaker is limited to three (3) minutes. Prior to speaking, individuals **must** provide their name, address, and phone number to the City Clerk for the record and in case follow-up is needed. The Governing Body may or may not choose to respond to comments; however, no formal action will be taken during this portion of the meeting.)

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 28, 2026 Minutes
- Appropriation (2026) 20

Item 4: Business Items to Consider

A. Public Hearing: Dangerous Structures; 409 S 2nd
B. Resolution: Dangerous Structures; 409 S 2nd; Action & Deadline
C. Charter Ordinance 21: Transient Guest Tax
D. Consider Purchase of Transformers
E. Accept Resignation of City Attorney
F. Discussion: Pay Scale for City Attorney

Item 5: Additional Public Comments
(Public comments are invited at this time. Each speaker is limited to three (3) minutes. Prior to speaking, individuals **must** provide their name, address, and phone number to the City Clerk for the record and in case follow-up is needed. The Governing Body may or may not choose to respond to comments; however, no formal action will be taken during this portion of the meeting.)

Item 6: Date/Time of Next Regular Meeting

Monday, November 23, 2026, 4:00 p.m. – Regular Meeting, City Hall

Item 7: Executive Session

Item 8: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
November 9, 2026

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

4A: Public Hearing: Dangerous Structures; 409 S 2nd

A public hearing will be held for the property referenced above. Tommy will have updated photos and a narrative ready for that afternoon's meeting.

RECOMMENDED MOTION: No motion Needed

4B: Resolution: Dangerous Structures; 409 S 2nd; Action & Deadline

This resolution authorizes us to proceed with the abatement process for the property at 409 S. 2nd Street.

RECOMMENDED MOTION: I move to approve Resolution 26-20 as presented.

4C: Charter Ordinance 21: Transient Guest Tax

This Charter Ordinance would allow the City of Neodesha to establish its own transient guest tax (bed tax) rate for rooms rented through hotels, Airbnb, and other short-term lodging options.

RECOMMENDED MOTION: I move to approve Charter Ordinance 21 as presented.

4D: Consider Purchase of Transformers

Brandon has identified two problem transformers in our system and solicited bids for their replacement. The new transformers will replace those currently serving North Lawn School and the high school.

RECOMMENDED MOTION: I move to approve the purchase of transformers from T&R Electric Supply Company Incorporated in the amount not to exceed $37,000 dollars.

4E: Accept Resignation of City Attorney

Doug has submitted his formal letter announcing his retirement, effective at the beginning of the new year. We are coordinating with Doug to recognize his many years of service to the City of Neodesha at a meeting in December. The date will be announced once confirmed with him.

RECOMMENDED MOTION: I move to accept the notice of retirement from City Attorney Doug Depew Effective 1/1/2027.

4F: Discussion: Pay Scale for City Attorney

With Doug's upcoming retirement, we would like the Commission's input on compensation for the next City Attorney. Establishing a pay range now will help guide discussions and negotiations with potential candidates.

RECOMMENDED MOTION: No motion needed.

Neodesha, Kansas
October 28, 2026

The Board of Commissioners met in regular session at 4:00 p.m., on Wednesday, October 28, 2026, in the Commission Room at City Hall with Vice-Mayor Banzet presiding and Commissioner Truelove present. Mayor Johnson was absent from the meeting. The meeting was recorded via Zoom platform.

Vice-Mayor Banzet moved to approve the agenda as presented. Seconded by Commissioner Truelove. Motion carried.

Civic organization reports were invited and heard.

Commission reports were heard.

City Administrator reports were heard.

Financial reports were distributed.

Public Comments were invited and heard.

Commissioner Truelove moved to approve the consent agenda as presented consisting of minutes from the October 14, 2026 Meeting; and Appropriation (2026) 19. Seconded by Vice-Mayor Banzet. Motion carried.

Administrator Jones addressed the Commission regarding a request for donation of City property to develop a hotel. Discussion held. Agenda item died due to a lack of a motion.

Public Comments were again invited and heard.

The next regular meeting of the Governing Body will be held at City Hall on Monday, November 9, 2026, at 4:00 p.m.

At 4:21 p.m. Commissioner Truelove moved to adjourn. Seconded by Vice-Mayor Banzet. Motion carried.

ATTEST:

Duane Banzet, Vice-Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

APPROPRIATIONS NO 20				**11/9/2026**
VENDOR	**REFERENCE**	**AMOUNT**	**CHECK NO**	**CHECK DATE**
A T & T	PHONE CHARGES	1,061.85	77943	11/9/2026
ALTEC INDUSTRIES INC	PARTS & REPAIR	596.70	77944	11/9/2026
BAILEY FARM INVESTMENT, LLC	WATER TOWER LEASE	100.00	77945	11/9/2026
BEACHNER GRAIN INC	DOG FOOD	120.00	77946	11/9/2026
CALLTOWER	PHONE CHARGES	315.84	77948	11/9/2026
CINTAS	FIRST AID SUPPLIES	252.43	77949	11/9/2026
CJ'S THREADS	EMBROIDERY	97.50	77950	11/9/2026
CORE & MAIN	PARTS & SUPPLIES	2,543.79	77951	11/9/2026
SHELBY CULBERTSON	CLEANING SERVICES	200.00	77952	11/9/2026
CULLIGAN OF INDEPENDENCE	NOVEMBER WATER SERVICE 2026	338.10	77953	11/9/2026
ANDREW DEVRIES	2026 LAND LEASE	1,500.00	77954	11/9/2026
ENVIROLINE CO INC	MINI FLOAT SWITCH	548.19	77955	11/9/2026
FOLEY INDUSTRIES INC	STUMP GRINDER RENTAL	376.00	77956	11/9/2026
FOUR STATE MAINT SUPPLY, INC	SUPPLIES	66.86	77957	11/9/2026
FREDONIA TRUE VALUE HARDWARE	GAS CANS	137.98	77958	11/9/2026
G & W FOODS	SUPPLIES	31.56	77959	11/9/2026
GALLS LLC	UNIFORMS	141.48	77960	11/9/2026
HAWKINS INC	CHEMICALS	4,108.59	77961	11/9/2026
KANSAS ONE-CALL SYSTEM, INC	OCTOBER LOCATES	18.62	77962	11/9/2026
KEY EQUIPMENT & SUPPLY CO	PARTS & SUPPLIES	888.41	77963	11/9/2026
KIMBALL MIDWEST	SUPPLIES	934.87	77964	11/9/2026
LAKELAND OFFICE SYSTEMS LLC	COPIER MAINTENANCE	246.68	77965	11/9/2026
LANDSCAPE DESIGN BY NICOLE	MAIN ST LANDSCAPE MAINTENANCE	2,160.00	77966	11/9/2026
LAWSON PRODUCTS	SUPPLIES	264.75	77967	11/9/2026
LOCKE SUPPLY	CONNECTORS	177.24	77968	11/9/2026
MEDICLAIMS INC	AMBULANCE COLLECTION FEES	213.16	77969	11/9/2026
MERIDIAN ANALYTICAL LABS LLC	WWTR AMMONIA/SAMPLE KIT	108.11	77970	11/9/2026
MIDWEST COMPUTER SALES	IT SERVICES	486.12	77971	11/9/2026

NEODESHA DERRICK NEWS	PUBLICATIONS	621.00	77972	11/9/2026
PEREGRINE CORPORATION	LASER BILLING CARDS	889.08	77973	11/9/2026
SENSIT TECHNOLOGIES	HOSE KIT	162.31	77974	11/9/2026
SPARKLIGHT	INTERNET SERVICE	201.11	77975	11/9/2026
SF AUTOMOTIVE	PUMP MOTOR	241.85	77976	11/9/2026
T-MOBILE	CELL PHONE/TABLET CHARGES	468.74	77977	11/9/2026
THOMPSON BROTHERS SUPPLY INC	OXYGEN/CYLINDER LEASE	790.96	77978	11/9/2026
TRINITY TOOLS WORKS LLC	SUPPLIES	820.00	77979	11/9/2026
EVERGY	STREETLIGHTS @ OTTAWA	108.70	77980	11/9/2026
WESTERN AUTO	SUPPLIES	171.89	77981	11/9/2026
WILSON MEDICAL CENTER	OCTOBER TAX DISTRIBUTION	27,013.16	77982	11/9/2026
WOODS LUMBER COMPANY	RENTAL & SUPPLIES	300.35	77983	11/9/2026
EVERGY	AIRPORT RUNWAY LIGHTS	101.55	77745	10/7/2026
EVERGY	STREETLIGHTS @ OTTAWA	108.87	77746	10/7/2026
WILSON MEDICAL CENTER	DRUG SCREEN	124.00	77801	10/21/2026
WILLIAM SEXTON	UTILITY OVERPAYMENT REFUND	410.76	77802	10/21/2026
RWD #4	AIRPORT RURAL WATER	30.73	77803	10/21/2026
SPARKLIGHT	INTERNET SERVICE	215.59	77804	10/21/2026
SPARKLIGHT	INTERNET SERVICE	113.66	77805	10/21/2026
T-MOBILE	CELL PHONE/TABLET CHARGES	470.17	77806	10/21/2026
TOMMY JOHN	MILEAGE REIMBURSEMENT	150.08	77807	10/21/2026
ENTERPRISE FM TRUST	OCTOBER BILLING	3,819.32	77808	10/21/2026
WEX BANK	FUEL	10,609.60	77809	10/21/2026
VISA	SUPPLIES,TRAINING,MEMBER SUPPLIES	10,609.60	77810	10/21/2026
LABETTE HEALTH	SEPTEMBER EMS SALES TAX	68,654.44	77811	10/21/2026
A T & T	FIBER OPTIC SYSTEM	602.64	77812	10/21/2026
IRS	PENALTY DUE 1ST QTR TAXES	563.32	77813	10/21/2026
EVERGY	AIRPORT RUNWAY LIGHTS	112.23	77891	10/28/2026
KENNETH WOHASKA	KSFFA FIRE SCHOOL	13.06	77892	10/28/2026
****TOTAL****		**146,533.60**		

CITY OF NEODESHA

RESOLUTION NO. 26-20

A RESOLUTION FINDING THAT THE PROPERTY LOCATED AT *409 South 2nd Street,* LEGAL DESCRIPTION: *(a)Description of Address Including Legal Description: The South 50 feet of the following described tract: Beginning at the Northwest Corner of that part of Block Seventy-Five (75) lying South of Mill Street in Neodesha, thence East 100 feet, thence South to the South line of Block 75, thence West 100 feet, thence North to beginning, Wilson County, Kansas AND A tract beginning 100 feet East of the Southwest Corner of Block Seventy-Five (75), City of Neodesha; thence South Fifty (50); thence West Sixty-Five (65) feet to the Point of Beginning, Wilson County, Kansas AND Commencing at a point 100 feet East of the Northwest corner of Block Seventy-Five (75) South of Mill Street, City of Neodesha, thence East 100 feet, thence South 185 feet; more or less, thence West 100 feet, thence North 185 feet; more or less, thence West 100 feet, thence North 185 feet, more or less, to Point of Beginning, LESS THE FOLLOWING TRACTS: Commencing at a point 175 feet East of the Northwest corner of Block Seventy-Five (75) South of Mill Street, City of Neodesha, thence East 25 feet, thence South 185 feet, more or less, thence West 25 feet, thence North 185 feet, more or less , to Place of Beginning AND: A tract beginning 100 feet East of the Southwest corner of Block Seventy-Five (75), City of Neodesha, thence North 50 feet, thence East 65 feet, thence South 50 feet, thence West 65 feet to the Point of Beginning, Wilson County, Kansas,* IS FOUND TO BE IN VIOLATION OF THE CITY OF NEODESHA ENVIROMENTAL CODE, ARTICLE 3, SECTION 26-43. THE PREMISES HAS BEEN DETERMINED UNSAFE AND A BLIGHTING INFLUENCE AND IS DIRECTED TO BE MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 17th day of September, 2026 file on behalf of the governing body of said City a statement in writing that a certain premises, hereinafter described, was unsafe and causing a blighting influence; and

WHEREAS, the governing body did by Resolution dated the 25th day of February 2026, direct the enforcing officer or other agents of the city to abate the conditions causing the violation, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 5th day of March 2026, and on the 12th day of March 2026, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 9th day of November 2026, the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lienholders, and occupants of such premises (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, THAT said governing body hereby finds that the premises is unsafe and causing a blighting influence and hereby directs such premises **LOCATED AT *409 South 2nd Street, (a)Description of Address Including Legal Description: The South 50 feet of the following described tract: Beginning at the Northwest Corner of that part of Block Seventy-Five (75) lying South of Mill Street in Neodesha, thence East 100 feet, thence South to the South line of Block 75, thence West 100 feet, thence North to beginning, Wilson County, Kansas AND A tract beginning 100 feet East of the Southwest Corner of Block Seventy-Five (75), City of Neodesha; thence South Fifty (50); thence West Sixty-Five (65) feet to the Point of Beginning, Wilson County, Kansas AND Commencing at a point 100 feet East of the Northwest corner of Block Seventy-Five (75) South of Mill Street, City of Neodesha, thence East 100 feet, thence South 185 feet; more or less, thence West 100***

feet, thence North 185 feet; more or less, thence West 100 feet, thence North 185 feet, more or less, to Point of Beginning, LESS THE FOLLOWING TRACTS: Commencing at a point 175 feet East of the Northwest corner of Block Seventy-Five (75) South of Mill Street, City of Neodesha, thence East 25 feet, thence South 185 feet, more or less, thence West 25 feet, thence North 185 feet, more or less , to Place of Beginning AND: A tract beginning 100 feet East of the Southwest corner of Block Seventy-Five (75), City of Neodesha, thence North 50 feet, thence East 65 feet, thence South 50 feet, thence West 65 feet to the Point of Beginning, Wilson County, Kansas., to be repaired or abated and the premises made safe and secure. The owner of such structure is hereby given _____ **days** from the date of publication of this Resolution within which to commence the abatement and/or cleanup of such property within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the premises to be repaired or abated and the costs of such repair or abatement, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

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

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 9th day of November, 2026.

ATTEST:

_____
Devin Johnson, Mayor

_____
Stephanie Fyfe, City Clerk

CHARTER ORDINANCE NO. 21

A CHARTER ORDINANCE EXEMPTING THE CITY OF NEODESHA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1692 THROUGH 12-1699, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, RELATING TO THE LEVY OF A TRANSIENT GUEST TAX AND PROVIDING FOR PURPOSES FOR EXPENDITURE OF SUCH FUNDS AND REPEALING CHARTER ORDINANCE NO. 18.

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

SECTION 1. The City of Neodesha, Kansas, a city of the second class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it, the provisions of K.S.A. 12-1692 through 12-1699, and provide substitute and additional provisions as hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to this city, but are not applicable uniformly to all cities.

SECTION 2. As used in this ordinance, the following words and phrases shall be defined as follows:

(a) "*Person*" means an individual, firm, partnership, corporation, joint venture or other association of persons;

(b) "*Hotel or motel*" means any structure or building which contains rooms furnished for the purposes of providing lodging, which may or may not also provide meals, entertainment or various other personal services to transient guests, and which is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are sought for pay or compensation by transient or permanent guests and having more than two (2) bedrooms furnished for the accommodation of such guests;

(c) "*Transient guest*" means a person who occupies a room in a hotel, motel or tourist court for not more than twenty-eight (28) consecutive days;

(d) "*Business*" means any person engaged in the business of renting, leasing or letting living quarters, sleeping accommodations, rooms or a part thereof in connection with any hotel, motel or tourist accommodation.

(e) "*Convention and Tourism Promotion*" means: (1) Activities to attract visitors into the community through marketing efforts, including advertising, directed to at least one of the five basic convention and tourism market segments consisting of group tours, pleasure travelers, association meetings and conventions, trade shows, and corporate meetings and travel; and (2) support of those activities and organizations which encourage increased lodging facility occupancy.

(f) "*Accommodation Broker*" means any business which maintains an inventory of two or more rooms in one or more locations which are offered for pay to a person or persons for not more than 28 consecutive days.

SECTION 3. To provide revenues to promote tourism and conventions, a transient guest tax of six and one-quarter percent (6.25%) shall be levied in the City of Neodesha, Kansas, upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel or motel.

SECTION 4. The transient guest tax levied pursuant to this ordinance shall be based upon the gross rental receipts collected by any business.

SECTION 5. The tax levied pursuant to this ordinance shall be paid by the consumer or user to the business and it shall be the duty of each and every business to collect from the consumer or user the full amount of any such tax, or an amount equal as nearly possible or practicable to the average equivalent thereto. Each business collecting the tax levied hereunder shall be responsible for paying over the same to the State Department of Revenue in the manner prescribed by K.S.A. 12-1698, and amendments thereto, and the State Department of Revenue shall administer and enforce the collection of such tax.

SECTION 6. The tax levied and collected pursuant to Section 3 of this ordinance shall become due and payable and shall be paid, collected, reported, recorded, enforced, and disbursed in the manner prescribed by K.S.A. 12-1698, and amendments thereto, and K.S.A. 12-1698a, and amendments thereto. All taxes remaining after the 2 percent deduction for expenses of the Department of Revenue in administration and enforcement of the collection thereof shall be remitted to the City of Neodesha and shall be credited to the Convention and Tourism Fund hereinafter established and shall only be expended out of said fund as hereinafter provided.

SECTION 7. A Convention and Tourism Fund is hereby established to receive disbursements of money from the Secretary of Revenue of the State of Kansas as provided in subsection (c) of K.S.A. 12-1698.

SECTION 8. Moneys in the Convention and Tourism Fund shall only be expended as follows:

(a) The Convention and Tourism Committee hereinafter established shall annually consider all requests for expenditure of transient guest tax funds and shall prepare a budget of expenditures for each year to be submitted to the Governing Body for its approval and action.

(b) The Governing Body shall consider the expenditures proposed from the Convention and Tourism Fund by the Convention and Tourism Committee and shall adopt a budget of such expenditures that may, in the discretion of the Governing Body, vary from the proposal of the Convention and Tourism Committee. The Governing Body may at any time seek further advice and recommendations from the Convention and Tourism Committee regarding such expenditures but reserves the exclusive authority to make final decisions thereon.

(c) Such funds may be used:

1) To contract with any agency, organization, or firm to promote conventions and tourism in the City and its environs;
2) To provide for the operation, maintenance, expansion, or development of City facilities connected with convention and tourism;
3) To defray the cost of providing municipal services to convention and tourism functions, including police, fire, street department, or park and recreation department functions;
4) To create and maintain innovative projects and activities promoting conventions and tourism;
5) To promote the general economic welfare of the City and Wilson County through the attraction of tourist related industries.
6) Such other purposes approved by the City Commission they deem consistent with the goals and purpose of promoting conventions and tourism.

SECTION 9. A 'Convention and Tourism Committee' is hereby established to advise the Governing Body and make recommendations concerning the programs and expenditures for convention and tourism promotion. The Committee shall consist of not less than six (6) nor more than ten (10) members appointed by the Governing Body of the City. The Governing Body of the City shall appoint such members, which terms shall not exceed four (4) years and shall be staggered to attain continuity of Committee actions. A Committee member may be appointed for successive terms. The City Commission may at any time in its sole discretion remove a member from the Committee.

SECTION 10. Each member of the Convention and Tourism Committee may be representative of one or more of the following groups:

(a) Owners, operators, or employees of persons engaged in the hotel or motel business within the City, whether such members reside inside or outside the City.
(b) Representatives from agencies or organizations actively engaged in promoting conventions or tourism or from facilities or organizations of historic or cultural attraction in the City or its environs.
(c) Members of the general public.
(d) Employees of the City or members of City boards or commissions.
(e) Adult high school students or college students who are residents of the City of Neodesha or Wilson County.
(f) One member of the City Commission.

SECTION 11. The Committee shall adopt, subject to City Commission review and approval, Bylaws regarding the manner in which the business of the Committee will be conducted which shall include the following:

(a) Regular meetings at a time and place shall be established.
(b) All meetings shall be open to the public and shall be subject to the provisions of the Kansas Open Meetings Act.
(c) The Committee shall elect a chairperson and vice chairperson.
(d) No member of the Committee shall receive any compensation for service thereon and provision for member attendance.
(e) Such other provisions deemed appropriate.

SECTION 12. Charter Ordinance 18 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 13. This ordinance shall be published once each week for two consecutive weeks in the official city paper.

SECTION 14. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case, the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, NOT LESS THAN TWO-THIRDS OF THE MEMBERS-ELECT VOTING IN FAVOR THEREOF, THE 9th DAY OF NOVEMBER, 2026.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

[seal]

Passed:	11/09/2026
Published:	11/12/2026
	11/19/2026
Effective:	01/10/2027

EXCERPT OF MINUTES

The governing body of the City of Neodesha, Kansas met at City Hall at the usual place in the City on November 9, 2026, at 4:00 p.m., with the Mayor Devin Johnson presiding, and the following members of the governing body present:

Commissioner Banzet
Commissioner Truelove

and the following members absent:

None

Thereupon, and among other business, there was presented to the governing body, a Charter Ordinance entitled:

A CHARTER ORDINANCE EXEMPTING THE CITY OF NEODESHA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1692 THROUGH 12-1699, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, RELATING TO THE LEVY OF A TRANSIENT GUEST TAX AND PROVIDING FOR PURPOSES FOR EXPENDITURE OF SUCH FUNDS AND REPEALING CHARTER ORDINANCE NO. 18.

The Charter Ordinance was considered and discussed; and on motion of Commissioner _____, seconded by Commissioner _____, the Charter Ordinance was adopted by a unanimous vote of all members elect of the governing body.

The Charter Ordinance was assigned No. 21 and directed to be signed by the Mayor and attested by the City Clerk; and the City Clerk was directed to cause the publication of the Ordinance twice as set forth therein and required by law.

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CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I hereby certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the November 9, 2026, meeting of the governing body of the City of Neodesha, Kansas.

[seal]

_____
Stephanie Fyfe, City Clerk

MIDWEST
ELECTRIC TRANSFORMER SERVICES

November 3, 2026
Quote Number: 6079

City of Neodesha
Brandon Hearn
Neodesha, Kansas

Midwest Electric Transformer Services is pleased to offer the following quotation for your consideration:

Qty: 1)	750 KVA Three Phase Padmount Transformer Primary Voltage: 13200Y/7620 (95 KV BIL) Secondary Voltage: 480Y/277 (30 KV BIL) With or Without Taps 60 Hz, 65 °C Rise, Standard Impedance Dead Front, Radial Feed 3) Well and 15 kV Insert HV Bushings 4) Spade LV Bushings Drain Valve and Sampler Non-PCB Mineral Oil Munsell Green Paint	**Price:** $19,985.00 each

Shipment: 6-8 Weeks ARO
FOB: Freight Allowed in Kansas
Terms: Net 30 Days with prior approved credit.
~Pricing valid for 30 days

If you have any questions or if you need anything additional regarding this quote, please call me at 316-283-7500.

Thank you,

Garrett Roth – Inside Sales
Midwest Electric Transformer Services
620-217-0557
garrett@midwesttransformer.com

STANDARD TERMS AND CONDITIONS OF SALE

Midwest Electric Transformer Services, Inc. ("METS")

1. Agreement; Conflicting Terms. These terms apply to all quotations, sales, repairs, remanufacturing, testing, field services, rentals, parts, materials, and equipment supplied by METS (collectively, "Work"). METS's offer, acceptance, and performance are conditioned on customer's acceptance of these terms. Any different or additional terms in customer's purchase order or other document are rejected and will not bind METS unless expressly accepted in a writing signed by an authorized officer of METS. If these terms conflict with a METS quote, the quote controls only as to scope, price, delivery estimate, payment terms, and stated warranty period.

2. Quotes; Prices; Taxes. Quotes are valid for the period stated on the quote; if no period is stated, quotes expire 30 days after the quote date. Prices are subject to correction for clerical errors and adjustment for customer changes, specification changes, unusual market increases, tariffs, taxes, or freight changes occurring before acceptance or caused by customer delay. Prices do not include sales, use, excise, VAT, duties, tariffs, freight, insurance, unloading, rigging, storage, permits, or similar charges unless expressly stated in the quote.

3. Orders; Changes; Cancellation. An order is accepted only when METS issues a written acknowledgement, begins performance, issues an invoice, or otherwise confirms acceptance in writing. Customer changes require METS's written approval and may change price, schedule, and warranty. Customer may cancel only with METS's written consent. For stock items, cancellation charges will be at least 25% of the order price. For custom, special-order, remanufactured, repaired, or work-in-process items, customer is responsible for all costs incurred, committed materials, labor, overhead, restocking, freight, supplier charges, and reasonable profit, up to the full order price. METS may require deposits, progress payments, payment before shipment, or other payment assurance based on customer credit status, order size, equipment type, lead time, customization, supplier requirements, import/customs exposure, or payment history. Unless otherwise stated in the quote, required deposits must be paid before METS begins work, purchases materials, reserves equipment, or releases the work for shipment.

4. Payment; Credit; Security Interest. METS may require a deposit, progress payment, payment before shipment, or other payment assurance before beginning or releasing any work. If customer fails to pay when due, METS may suspend performance, withhold delivery, delay shipment, cancel remaining work, and recover collection costs, reasonable attorney's fees, and any other remedies available under applicable law.

5. Delivery; Freight; Risk of Loss. Delivery dates are estimates only and are not guaranteed. Unless the quote states otherwise, delivery is FOB METS's facility / Ex Works, freight additional. Title, if paid in full, and risk of loss pass to customer when the work is made available for pickup or tendered to the carrier, whichever occurs first. Carriers and freight forwarders are customer's agents, even if METS helps arrange shipment. Customer is responsible for freight, insurance, unloading, rigging, site access, permits, export/import compliance, and claims against carriers. If customer delays pickup, delivery, or required information, METS may invoice the work and store it at customer's risk and expense.

6. Inspection; Acceptance. Customer should inspect the work promptly upon receipt and notify METS in writing within a reasonable time of any visible shipping damage, shortage, or obvious nonconformity. Claims for visible shipping damage or shortages should be made within five business days when reasonably possible so METS can assist with freight claims or correction. Use, installation, energization, alteration, resale, or continued possession after a visible issue is known may limit customer's right to reject the work for that visible issue. This section does not eliminate any applicable written warranty for defects that are not reasonably discoverable upon receipt.

7. Limited Warranty; Exclusive Remedy. The only warranty is the written warranty period, if any, stated in the quote or in a separate METS warranty document. For work performed by METS, the warranty applies only to defects in METS workmanship or METS-supplied materials under normal use and service. For equipment or parts not manufactured, remanufactured, repaired, or modified by METS, METS does not provide any independent warranty unless expressly stated in writing; any available manufacturer or supplier warranty will be passed through to customer to the extent assignable or available. The warranty does not cover misuse, improper storage, installation, operation, maintenance, overloading, short circuits, lightning, surges, contamination, water intrusion, site conditions, customer specifications, customer-furnished materials, third-party work, alterations not approved by METS, normal wear, consumables, or items sold "as is" or without warranty. Customer must notify METS before any repair, return the affected item or allow inspection, and give METS a reasonable opportunity to cure or coordinate with the applicable manufacturer or supplier. METS may, at its option, repair, replace, rework, assist with a manufacturer/supplier warranty claim, or credit/refund the purchase price of the affected Work. **THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. NO WARRANTY HAS ANY FORCE OR EFFECT UNTIL METS HAS BEEN PAID IN FULL. EXCEPT FOR THE EXPRESS WARRANTY STATED BY METS IN WRITING, METS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, OR USAGE OF TRADE.**

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, METS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR LIQUIDATED DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF USE, DOWNTIME, BUSINESS INTERRUPTION, DELAY DAMAGES, UTILITY OR PROJECT PENALTIES, COST OF SUBSTITUTE EQUIPMENT, REMOVAL, REINSTALLATION, OR DAMAGE TO PROPERTY OTHER THAN THE WORK ITSELF, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE. METS'S TOTAL LIABILITY FOR ANY CLAIM WILL NOT EXCEED THE AMOUNT PAID TO METS FOR THE SPECIFIC WORK GIVING RISE TO THE CLAIM.

9. Customer Responsibilities; Specifications. Customer is responsible for the accuracy and completeness of all specifications, drawings, samples, data, application information, site conditions, and operating requirements supplied to METS. Unless expressly stated in the quote, customer is responsible for determining suitability for its intended use; proper installation, energization, protection, maintenance, and operation; permits, code compliance, interconnection requirements, and utility approvals. METS may rely on customer-provided information and is not responsible for errors or delays caused by incomplete or inaccurate information.

10. Indemnity. Customer will defend, indemnify, and hold METS harmless from claims, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees, arising from customer's specifications, site conditions, installation, use, operation, maintenance, resale, export/import activity, breach of these Terms, negligence, or willful misconduct, except to the extent caused by METS's negligence, gross negligence, or willful misconduct.

11. Force Majeure. Midwest shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government action, labor disputes, supply chain disruptions, fire, flood, or embargo. In such events, Midwest's performance obligations shall be suspended for the duration of the condition.

12. Disputes; Governing Law. The parties will first try in good faith to resolve disputes informally. If not resolved, either party may request nonbinding mediation in Wichita, Kansas, before filing suit, unless immediate injunctive relief, lien rights, payment collection, or other emergency action is needed. Kansas law governs these terms, without regard to conflict-of-law rules. Each party consents to venue and jurisdiction in the state courts located in Sedgwick County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas sitting in Wichita, Kansas. The prevailing party in any collection action, mediation, litigation, or other proceedings to enforce these terms is entitled to recover reasonable attorneys' fees, costs, and expenses.

13. Miscellaneous. These terms and the applicable METS quote, order acknowledgement, invoice, or signed agreement are the entire agreement for the work and supersede prior or contemporaneous communications. No waiver, amendment, or assignment by customer is effective unless in writing and signed by METS. METS may assign its right to payment. If any provision is unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be modified to the minimum extent necessary to be enforceable. Electronic signatures and copies are binding.

Customer accepts these Terms by issuing a purchase order, authorizing Work, accepting delivery, or paying any METS invoice.

T&R ELECTRIC
SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

"The Transformer People"
When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website http://t-r.com

Quote Rev. 144291-2
Date: 11/03/2026

Contact: BRANDON HEARN
Company: NEODESHA LIGHT POWER

Phone: 620-205-7721
Fax:
Email: bhearn@neodeshaks.org

Quote Summary

#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RC	2	PAD MOUNT	3	750	13200Y/7620	480Y/277	$17,500.00 USD	$35,000.00 USD
									Grand Total	**$35,000.00 USD**

Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 15 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.
6. Prices subject to change. Due to the current volatility of the transformer components market (including copper), prices are subject to change in the event a rapid or extreme fluctuation in price occurs between the time of order placement and sourcing of materials. A rapid or extreme fluctuation occurs when a component part increases by more than 5% from the time the order is placed, and the time materials are ordered. T&R Electric agrees to use its best efforts to obtain advantageous pricing from materials suppliers. In the event there is a price increase through no fault of T&R Electric, we will notify the customer as soon as practicable.
7. Note: In order for a Purchase Order to be entered into the work queue and receive a designated time slot for production, these conditions must be accepted, and a note of acknowledgement must be present on said purchase order.
8. All terms NET 30 unless prior negotiated. In an event of credit card payment, there will be an additional charge of 4% on the entire order for processing fees.
9. Fuel Surcharge will be added to order at time of shipment, based on FSC Rates.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at **trevor.jacobsen@trelectric.com**.

Sincerely,
Trevor Jacobsen
Sales Representative

T&R ELECTRIC
SUPPLY COMPANY INCORPORATED
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Quote Rev. 144291-2
Date: 11/03/2026

Contact: BRANDON HEARN
Company: NEODESHA LIGHT POWER

Phone: 620-205-7721
Fax:
Email: bhearn@neodeshaks.org

Item #1 - Three Phase 750 KVA Pad Mount

Product Type: Reconditioned

Transformer Type: Pad Mount

Specifications:

KVA:	750	Phase:	3
High Voltage:	13200Y/7620	Low Voltage:	480Y/277
Taps:	W/O TAPS		

Accessories:

- Primary Bushings, Dead Front, Loop Feed
- 8.3/14.4 KV Wells with Inserts
- Bayonet Fusing
- Secondary Bushings, Standard Spade Connectors
- Oil Level Gauge
- Pressure/Vacuum Gauge
- Temperature Gauge
- Pressure Relief Device
- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Valve with Sampler
- Bell Green Paint
- Undercoating

Notes:

Freight allowed in the continental USA with standard shipping - Unit to deliver on next available truck in your area. Fuel Surcharge is added to invoice when shipped out: Approximately $300 (not included in quote) If needing expedited shipping that will be extra.

Quantity: **2**
Warranty: 36 Month Guarantee

Delivery: Fob: Destination

Price: **$17,500.00 USD Each**
Manufacturing Time: 10 - 12 weeks (ARO)

After Release to Production

Electrical Tests:

1. Transformer Turns Ratio Test
2. Polarity and Phase Relation Test
3. DC HYPOT TEST
   Performed at Two Times Rated Line Voltage Plus 1000 Volts
   a. HV to LV
   b. HV to Ground
   c. LV to Ground
4. Core Loss and Excitation Test
5. Load and No Load Testing
6. Induced Potential Test at 400 Hertz for 7200 Cycles

T&R ELECTRIC
SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017
"THE TRANSFORMER PEOPLE"®

36 MONTHS
100%
Guarantee

GUARANTEE

ALL T&R TRANSFORMERS ARE GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR 36 MONTHS UNDER NORMAL USE OR SERVICE ; THAT NORMAL USE OR SERVICE DOES NOT INCLUDE ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD.

We are not responsible for consequential losses or damages outside of this equipment nor for any repairs or replacements made by others without our written authorization. Should any unit fail within 36 months, we will either repair or replace the transformer or refund your money at our option.

Excluded under this guarantee are all newly-manufactured transformers and all transformers rebuilt by other rebuilders, in which case their guarantee will prevail.

This guarantee is expressly in lieu of other guarantees.

(605) 534-3555
(800) 843-7994
FAX: (605) 534-3861
E-MAIL: t-r@t-r.com

T&R Electric Supply Co., Inc.
STANDARD TERMS AND CONDITIONS OF SALE
Effective Date: January 23, 2020

1. Applicable Terms. These Terms and Conditions of Sale (the "Terms") apply to and govern the sale of all material, equipment, components, products, goods and/or documents (the "Products") sold by T&R Electric Supply Co., Inc. ("T&R") to Customer, unless otherwise expressly agreed in a written agreement signed by T&R. T&R offers to sell the Products solely pursuant to these Terms, and any acceptance is expressly limited to these Terms. Any terms proposed by Customer in any offer, acceptance, confirmation or other document are rejected by T&R and do not bind the parties. If Customer objects to any provisions of these Terms, such objection must be in writing and received by T&R prior to commencement of performance by T&R. If Customer fails to timely provide a written objection, Customer will be deemed to have conclusively accepted these Terms. All dollar amounts referenced herein, or payments owed under the terms hereof, refer to and shall be paid in US dollars.

2. Quotations. Each quotation is valid for 30 days from its issue date unless otherwise stated in the quotation or unless revoked by T&R prior to the issuance of Customer's purchase order.

3. Prices. Prices are subject to change by T&R without notice. Unless otherwise specified, prices will be the prices in effect at the time of written order acknowledgement by T&R, subject to any mutually agreed upon escalation formula and/or adjustment for any subsequent change to the Product requested by Customer and agreed to by T&R. Except as otherwise provided in Section 6 (Delivery/Shipment) or as otherwise agreed in writing by T&R, prices will include freight Prepaid and Allowed to the accessible common carrier point nearest the first destination designated by Customer in the 48 contiguous United States on the next available T&R truck delivering to Customer's area, unless immediate shipping is required by Customer, in which case such charges are not included in the original quote and shall be additionally paid by Customer. In the event of a price change, the effective date of the change will be the date shown on the revised quotation. Where a price change is made by letter, fax or email, the effective date may be given as part of the letter, fax or email. Pallets are not included in the price of quote and must be requested separately by Customer. Pallets and export packaging provided by T&R will not be fumigated and any special requests shall be made in advance, and may not be available through T&R. Customer shall give at least two weeks' notice to T&R in the event witness tests are required by Customer, and charges for such tests will be set by T&R but will be no less than $1,000 per day.

4. Taxes. The price quoted by T&R for the Products does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter apply. Customer shall be solely responsible for paying all such applicable taxes. Payment by T&R of any such taxes will be for the account of Customer, and shall be immediately reimbursed by Customer to T&R. Where Customer's or the end-user's destination is located outside of the United States, Customer shall pay all customs, duties and local customs broker fees and costs (U.S. and/or non-U.S.), as well as all other non-U.S. taxes of any type.

5. Payment. Payment terms are 30 calendar days from the date of invoice, unless otherwise agreed in writing by T&R. If the financial condition of Customer at any time prior to shipment is reasonably questioned by T&R, T&R may require payment in advance by Customer or cancel any outstanding order, without any liability or obligation to Customer and whereupon, in the event of cancellation, T&R will be entitled to receive reasonable cancellation charges. If any payment is not made when due, Customer shall pay a late charge equal to the greater of 1½% per month cumulative or the highest applicable rate allowed by law on all principal outstanding and prior assessed late charges. In addition, Buyer shall pay T&R all costs and expenses incurred by T&R in enforcing these Terms, including reasonable attorneys' fees.

6. Delivery/Shipment. Unless otherwise agreed in writing by T&R, all orders of Products with net invoice values of $1,000 or more are shipped F.O.B. Colman, South Dakota Prepaid and Allowed, and all orders with net invoice values of less than $1,000 are shipped F.O.B. Colman, South Dakota Prepaid and Added. All shipments are F.O.B. accessible common carrier point nearest first destination designated by Customer in the 48 contiguous United States on the next available contracted carrier truck delivering to Customer's area, unless immediate shipping is required by Customer (which charges are not included in the original quote, freight prepaid, and shall be paid by Customer).

Cartage (Store Door Delivery). Transportation charges incurred from the nearest accessible common carrier point to final destination or to shipside (in case of shipment to U.S. possessions) are the responsibility of Customer unless the common carrier furnishes store delivery at no extra charge.

Method of Shipment. T&R will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Customers requiring shipment by a method or routing other than that of T&R's selection will be billed any excess or premium in transportation charges. Any charges for special services, including special train, lighterage, coordinated arrival times of multiple trucks or other modes of conveyance shall be paid or reimbursed by Customer.

Shipping Dates. Shipping dates contained in quotations are approximate and are based on receipt of complete information with the order. If drawing approval by Customer is required, drawings must be returned to T&R by Customer and released to production within 14 days, in writing, by email, facsimile or first class mail. Upon release to production, a shipment date will be determined by work load level at the time of release and may not be the same as initially quoted. An acknowledgement shipment date will be provided upon Customer request.

Customer Pick-Up. No allowance will be made in lieu of transportation if Customer accepts shipment at the factory or warehouse or freight station.

Will Call Orders. Customer expressly consents that will-call orders (e.g. orders for which Customer elects to arrange for transportation) will be invoiced on the later of the contractually acknowledged shipment date or the date of Product completion. T&R will not be responsible in any way for Customer's inability to secure timely transportation or any other delay by Customer or its service providers whatsoever. Any applicable storage charges of completed Products will be in accordance with Section 17 (Delayed Shipment).

Shipment Damage: Except in the event of F.O.B. Destination shipment, T&R will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. Destination basis, Customer shall unpack immediately and, if damage is discovered, shall (i) not move the Product from the point of examination; (ii) retain shipping container and packing material (if applicable); (iii) notify the carrier of any apparent damage in writing on carrier's delivery receipt and request carrier to make an inspection; (iv) notify T&R within 72 hours of delivery, and (v) send T&R a copy of the carrier's inspection report.

Inspection and Acceptance: Products will be deemed accepted by Customer upon receipt. Should a Product not comply with required technical specifications, Customer shall notify T&R in writing of any alleged noncompliance within two calendar days of receipt and off-loading. Any notification of alleged noncompliance must cite each specification criteria that is alleged to be non-compliant, with evidence of the deviation. Correction of any confirmed noncompliance will be in accordance with T&R's obligations under Section 8 (Warranty).

7. Force Majeure. T&R shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to: acts of God; acts or omissions which are substantially attributable to Customer or Customer's service providers; fire, floods, hurricanes, tornadoes or other unusually severe or harsh weather conditions; strikes or other labor difficulties; any act or failure to act or delay in acting on the part of any governmental authority or entity; changes in law; epidemics; quarantine restrictions; war; insurrection or riot; acts of a civil or military authority; title or environmental issues; embargoes; fuel or energy shortage; blockage, transportation delays or accidents; inability to obtain necessary labor, material or manufacturing facilities from usual sources; or delays of subcontractors. In the event of delay in performance due to any such cause, the date of shipment or time for completing will be extended by a period of time equal to the greater of (i) the time reasonably necessary to overcome the effect of such delay, or (ii) the time equal to the period of the delay.

8. Warranty. T&R warrants to Customer that, for the length of time stated in the quote given by T&R to Customer (or if no length of time is stated, for a period of one year from the date of invoice), the Products will be free from defects in material and workmanship under normal use, service and conditions. T&R shall have no liability for the failure of any Product to conform with this warranty if such failure is caused by abnormal stresses (such as stresses caused by incorrect primary voltage, frequency or improper overload), accident, misuse, neglect, alteration, improper installation or repair, inadequate maintenance, normal wear and tear, or use contrary to any product specifications or instructions of T&R. Customer may elect, at Customer's sole expense, to install, use and maintain a metering device that will record values for current (amps), voltage (V), frequency (Hz), loading of the transformer (kW), and such other information as may be required by T&R (collectively, the "Metered Information"). In the event of a defect or other failure of the Product, Customer is required to provide Metered Information regarding the Product to T&R, and such Metered Information will be used by T&R to determine whether the alleged defect or failure is covered by this warranty. If Customer elects not to install, use, and maintain a metering device, or otherwise fails to provide Metered Information to T&R, T&R shall analyze the Product and make the determination, in its sole discretion, whether the alleged defect or failure is covered by this warranty. In the event a Product fails to conform to this warranty during the warranty period, T&R, at its sole option, will repair the Product, replace the Product, or refund the purchase price of the Product to Customer. Excluded from this warranty are all newly manufactured transformers, regulators, switches and other equipment and all transformers, regulators, switches and other equipment rebuilt by other rebuilders, in which case such other manufacturers' or rebuilders' warranties will apply and be Customer's exclusive warranty to be enforced directly by Customer against such third party. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY CONSTITUTES T&R'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY OR OTHER NONCONFORMITY OF PRODUCTS. T&R MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. T&R does not extend this warranty, and Customer may not transfer it, to any third party; in the event this warranty is deemed to extend to any third party, this warranty shall be subject to all conditions and limitations of these Terms.

9. Limitation of Liability. The total, aggregate, and cumulative liability of T&R, and its affiliates, parent, subsidiaries, shareholders, directors, officers, employees, agents, assigns and their respective predecessors and successors, to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, shall in no event exceed the amount paid by Customer for the Product giving rise to such liability. The existence of multiple claims with respect to the same Product will not enlarge this limit.

Under no circumstances will T&R be liable to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, for any punitive, special, incidental, indirect or consequential damages or losses of any nature, even if Customer advised T&R in advance of the possibility of such damages, including without limitation loss of profit, loss of production, loss of contract, loss of revenue, cost of replacement power or temporary equipment, claims of Customer's customers, cost of money, loss of investment or business opportunity, increased operating costs, financing costs or government fines, penalties or sums due.

No action, regardless of form, arising with respect to any Product may be brought by Customer more than one year after the event giving rise to the cause of action occurred. T&R shall be entitled to the payment of its attorneys' fees and costs in the event T&R is forced to defend a legal action by Customer on a claim precluded by this section. The remedies of Customer set forth in these Terms are exclusive and include anything done in connection with the Products, such as the performance or breach of these Terms or the manufacture, sale, repair, replacement, delivery, resale or use of the Products.

Customer acknowledges that T&R set its prices, and agreed to sell the Products to Customer, in reliance on the limitations of liability, disclaimer of warranties, and remedies set forth in these Terms,

and that such provisions form an essential basis of the bargain between the parties, without which T&R would not have agreed to sell the Products to Customer

10. Delay Damages. In the event T&R fails to deliver a Product at the time required by an order, T&R's liability for such delay shall be limited by these Terms (including, but not limited to, Section 9 (Limitation of Liability)) and in no event shall exceed an amount equal to 5% of the purchase price of the Product at issue. Such compensation shall represent full and final satisfaction of T&R's liability for delay. Customer shall be entitled to the delay damages described in this section only if Customer substantiates through appropriate and reliable documents the damages it incurred due to the late performance of T&R. Customer shall be entitled to such damages only if T&R fails to meet the final shipment date of a Product; no delay damages shall apply with respect to any intermediate milestone or deliverable. Any amounts payable by T&R pursuant to this section shall be subject to the terms of Section 9 (Limitation of Liability), including the total, aggregate liability cap set forth therein. Customer shall use all reasonable efforts to mitigate the effect of any delay caused by T&R. In no event shall T&R be liable for delay damages where late shipment was caused by a force majeure event as defined in Section 7 (Force Majeure), a suspension of the work, a change order or modification to the Product requested by Customer, or any other act or omission of Customer or end-user which contributed to the delay at issue.

11. Intellectual Property. The sale by T&R of a Product does not convey or grant any license, express or implied, to Customer regarding any of T&R's intellectual property, including but not limited to any patents, copyrights, trademarks, trade secrets, designs, artwork or other proprietary rights, except Customer's non-exclusive right to use such intellectual property solely for the purpose of, and only to the extent necessary for, use of the Product in accordance with T&R's specifications or use documentation.

12. Transfer. In the event Customer sells, assigns or otherwise transfers a Product or any right or interest therein to a third party, such third party shall be bound by these Terms in the same manner as Customer. In the event such third party is for any reason determined to not be bound by these Terms, Customer shall indemnify, defend and hold harmless T&R from and against all liability of T&R to such transferee or any subsequent transferee in excess of what T&R's liability would have been if such transferee had been bound by these Terms in the same manner as Customer.

13. Title; Risk of Loss. Title to the Products will pass to Customer at the point of delivery to Customer. Risk of loss of the Products will pass to Customer upon the earlier of the invoicing date or the date of delivery to Customer. Until such time as Customer has paid T&R in full for a Product, Customer shall perform all acts necessary to protect the Product free of claims, demands, liens and encumbrances, to insure the Product for its full replacement value at Customer's expense, and, to the extent Customer owes T&R any amount under the purchase order, hold the proceeds of any insurance claim in respect of the Product in trust for T&R.

Without prejudice to any other remedy or right of T&R, if Customer fails to timely pay for a Product delivered to Customer, T&R may take possession of the Product and sell it. Customer irrevocably authorizes T&R or its agents to enter any premises owned, leased or otherwise occupied by Customer for the purpose of taking possession of the Product. If T&R takes possession of and sells a Product, Customer continues to be liable to T&R for an amount equal to the aggregate of the unpaid amounts and costs and expenses incurred by T&R in taking possession of, transporting, storing and selling the Product, less an amount equal to the proceeds of the sale.

14. **Contract Variations.** The following terms apply to purchase order variations.

Drawing Approval and Changes. If Customer approval of drawings is required, such review, comment or approval must be received by T&R no later than 14 calendar days after submittal of drawings by T&R to Customer. If Customer fails to meet this requirement, or if the Product has not otherwise been released to production within 30 calendar days of written order acknowledgement by T&R, the order shall be subject to adjustment of price and shipment terms. Where Customer's specifications are not sufficiently detailed, T&R reserves the right to design the Product in accordance with T&R's professional judgment and good commercial practices. If at any time Customer makes changes to a design as covered in Customer's specifications, the order shall be subject to adjustment of price and shipment terms to reasonably cover any additional costs and commitments caused by the change.

Hold. An order placed on hold by Customer for any reason, or by T&R while awaiting payment of overdue invoices, will be taken out of the production schedule. If/when the hold is removed, the order will be rescheduled from that subsequent release date at the then prevailing lead-time, and Customer shall be responsible for all additional costs and expenses associated therewith.

Change Order. A change order submitted by Customer for a previously acknowledged purchase order is subject to additional charges. Changes to purchase orders that have not been released for production are subject to price adjustments for changes to the Products and the costs of technical and administrative services, as well as applicable material and/or restocking costs. Changes made to purchase orders that have been released to production are subject to these same price adjustments, plus $500 per change for production disruption and inefficiency costs. Lead-time extensions may result, depending on the nature of the changes.

Customer Supplied Material. In the event T&R agrees to install Customer-supplied material, the following additional terms shall apply:
(i) T&R will not be responsible for delays in shipment caused by delays in the receipt of Customer-supplied material. Such delays will be subject to possible price adjustments due to Customer-induced delays and disruptions.
(ii) Customer shall supply T&R all applicable technical data and drawings, in sufficient detail as determined by T&R, at time of order entry, so as to ensure the Product design can be made to accommodate form, fit, function and interface with Customer-supplied material.
(iii) Failure by Customer to supply the correct material per the detailed technical data supplied at the time of order may result in delays in shipment and price adjustments.
T&R will not be responsible for Customer-supplied material that is inferior, damaged or defective. In such an event, delays in shipment may result and shall be subject to price adjustments in favor of T&R.

Service Conditions. Liquid-filled transformer products supplied by T&R shall be suitable for operation within the "usual service conditions" as defined in IEEE Standard C57.12.00, Section 4.1. These usual service conditions include, without limitation, the following:
(i) The transformer is designed for step down duty.
(ii) The transformer is designed for operation at the rated kVA, at 3300 feet altitude, without exceeding temperature limits, provided the average temperature of the ambient air does not exceed the limits as listed below. The dielectric strength of the bushings and arrestors will be suitable to allow satisfactory operation at 3300 feet.
(iii) The temperature of the ambient air may not exceed 40 degrees C at any one time and the average temperature of the ambient air, for any 24 hour period, may not exceed 30 degrees C.
(iv) The input voltage when applied to any rated tap, at rated frequency, may not result in an output voltage greater that 110% at no load, and 105% at rated output load. The output load power factor must be 80% or better.
(v) When unusual or special service conditions occur or exist, such as damaging or explosive vapors, abnormal vibrations, shocks, transportation or storage conditions, poor wave form, unbalanced voltage, or planned regular short circuits, or service conditions other than those described in (i), (ii), (iii) or (iv) above, it is the responsibility of Customer to bring these conditions to the attention of T&R at the time a quotation is requested by Customer.
Failure by Customer to expressly provide advance notice to T&R of any unusual or special service conditions which do not meet the above shall render the Product warranty void.

15. Termination by Customer. An order or contract may be terminated by Customer only by written notice to T&R and upon payment to T&R of the termination charges described in this section, which must be paid with 30 days of the notice of termination.

Where the order is in process, but the Product is not released for manufacture, cancellation charges paid by Customer to T&R shall equal the cost of materials that are not useable on other orders, plus 20% of the price of the Product noted on the purchase order.

Where the order is in process and the Product is released for manufacture, the following charges shall be paid by Customer to T&R, based on stage of production:
If engineering is complete, 25% of the Product price
If purchasing is complete, 50% of the Product price
If materials have been received by T&R, 75% of the Product price
Within six weeks of acknowledged date of shipment, 100% of the Product price

16. Suspension by Customer. Any order held or delayed or rescheduled at the request of Customer shall be subject to the prices and conditions of sale in effect at the time of the release of the hold or reschedule. Any such order held or delayed beyond 30 calendar days will be treated as a Customer termination pursuant to Section 15 (Termination by Customer).

17. Delayed Shipment; Storage. When a Product is ready for shipment and shipment cannot be made because of reasons beyond T&R's control, T&R shall submit an invoice for the Product due and payable in accordance with the agreed payment terms, and T&R, upon written notice to Customer, shall store the Product, subject to the terms of this section.

Notwithstanding anything to the contrary herein, risk of loss of the Product shall pass to Customer upon moving the Product to storage. All expenses incurred by T&R in connection with the storage of the Product, including demurrage, cost of preparation for storage, storage charges, insurance and handling charges, shall be payable by Customer upon submission of invoices by T&R.

T&R, in its sole discretion, may agree to store completed Products for a maximum of two weeks at no additional charge on a space available basis, with the understanding and the hereby expressed consent of Customer that the date of invoice will be the date the Product was originally scheduled to ship and that payment terms will not be changed. After such two-week timeframe, a storage charge of $250 per Product per week, or part thereof, will be assessed and billed monthly to Customer.

18. Termination by T&R. T&R shall have the right to terminate an order at any time in the event Customer breaches these Terms. T&R shall notify Customer of termination by written notice.

19. Returning of Product. No Product may be returned to T&R by Customer, except with the prior written agreement of T&R and subject to the terms specified therein by T&R.

20. Product Notices. Customer shall provide the end-user of a Product with all T&R-supplied Product and patent notices, warnings, instructions, recommendations and similar materials. Under no circumstances shall Customer or the end-user remove any such information which may be affixed to the Product or to the related materials shipped with the Product.

21. United States Export Controls. Customer acknowledges that the Products and all documentation and other technical information delivered pursuant to these Terms is subject to export controls under U.S. laws, including but not limited to the Export Administration Act and the regulations promulgated thereunder. Customer shall comply with all legal requirements established under these controls and cooperate fully with T&R in any official or unofficial audit or inspection that relates to these controls. Customer shall not export, re-export, divert or transfer, directly or indirectly, the Products or any documentation or other technical information delivered pursuant to these Terms to any country, or to the nationals of any country, which the U.S. government determines is a country to which such export, re-export, diversion, transfer or disclosure is restricted. Customer shall defend, indemnify and hold harmless T&R from and against any claims, liability and expenses arising from or related to any breach of this section by Customer. T&R's obligation to deliver the Products to Customer is conditioned upon Customer's attainment of all required licenses and permits.

22. Testing and Acceptance of Goods. Testing of the Products before shipment is done in accordance with T&R's standard factory test procedures. Upon Customer's request, T&R will provide test reports for the Products. In the event Customer requests testing other than T&R's standard factory tests and/or requests witness testing and/or inspections, Customer shall pay for all such additional testing, witness costs, and all associated charges.

23. Severability. If any provision of these Terms is found to be in violation of law or unenforceable, the remainder of these Terms shall remain in full force and effect.

24. No Assignment. Neither these Terms nor any rights, interest or benefits of Customer hereunder may be assigned by Customer to any other party, except upon the prior written consent of T&R.

25. Disputes; Choice of Law; Venue. If any dispute arises under these Terms between Customer and T&R, no action, suit, arbitration or other proceeding may be commenced before the parties have attempted to resolve the dispute pursuant to mediation, unless immediate injunctive relief is being sought. The validity, performance, construction, and effect of any purchase order which is subject to

these Terms shall be governed by the laws of the State of South Dakota, without regard to its choice of law rules or those of any other jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Products sold by T&R to Customer or any agreement or dispute between the parties The sole and exclusive jurisdiction and venue for any legal action arising from or related to a dispute between T&R and Customer with respect to the Products, a purchase order, these Terms or any related matter shall be in the federal or state courts located in the State of South Dakota, and the parties consent to such jurisdiction and venue.

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October 27, 2026

TO: Neodesha City Commission, Brogan and Stephanie

RE: Office of City Attorney

Dear Commissioners, Brogan and Stephanie:

I have enjoyed my many years of service to the City of Neodesha. My better half points out we have places to go and see. She further correctly points out we need to do this while we still have our health to do so. Therefore, effective the close of business on December 31, 2026, I resign as City Attorney for Neodesha.

I am happy to provide background and information as and if needed, if I am available, to whoever you pick as a successor.

Thank you.

Very truly yours,

Douglas D. Depew
Neodesha City Attorney