

Agenda

City Commission of the City of Neodesha, KS
ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>
January 27, 2021 2:00 p.m.

Item 1: Opening Session

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

Item 2: Public Comments

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

- Approval of January 11, 2021 Minutes
- Appropriation (2020) 26
- Appropriation (2021) 01
- Raw Water Project Bond Appropriation No. 85
- Gas Line Project Appropriation No. 22

Item 4: Business Items to Consider

- A. Ordinance: Naming New City Park
- B. Ordinance: Vacating a Portion of Little Bear Trail
- C. Approve Modified Deed for WGBP Property Donation
- D. Discussion on Police Department Finance: David Arteberry, Stifel Nicolaus & Company
- E. Approve KHRC Agreement for Housing Grant
- F. 2021 Contract for 4th of July Fireworks
- G. Award Demolition Bids
- H. Terminate WGBP Farm Lease
- I. Terminate WGBP Oil Lease
- J. Consider Accepting Donation of Property; 405 Main Street
- K. Purchase of Electric Transformers
- L. Purchase of Additional Electric Meters for AMR
- M. Purchase of Gas Modules

Item 5: Date/Time of Next Regular Meeting

Wednesday, February 10, 2021 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session:

Item 7: Adjournment

AGENDA COMMENTS
CITY COMMISSION MEETING
ZOOM Online Access
January 27, 2021

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: Naming New City Park

The City's Active Transportation Advisory Committee has completed a community competition to solicit names for a new City Park. The ATAB Committee will be present to discuss prospective names with the Commission.

RECOMMENDED MOTIONS: *I move to approve Ordinance 1741, naming a new City Park located at the 2900 block of US 75 Highway.*

4.B: Ordinance: Vacating a Portion of Little Bear Trail

For this agenda item, the Commission is asked to consider Ordinance 1742, to vacate a portion of Little Bear Trail, a roadway in the W. Granby Business Park. This action has been requested in support of the new business to be located in the WGBP.

RECOMMENDED MOTIONS: *I move to approve Ordinance 1742, vacating a portion of Little Bear Trail in the West Granby Business Park.*

4.C: Approve Modified Deed for WGBP Property Donation

During the December 23rd, 2020 Commission meeting, the Commission approved the donation of Lots 1-6 and 11 for economic development purposes. Due to the changes in the deed paperwork that are required by vacating a portion of Little Bear Trail, Staff has received guidance from the Wilson Co. Register of Deeds that the deed paperwork should reflect the survey of the roadway for its eventual vacating.

RECOMMENDED MOTIONS: *I move to approve the modified deed for donating property located in the West Granby Business Park, and authorize the Mayor to sign.*

4.D: Discussion on Police Department Finance: David Arteberry, Stifel Nicolaus & Company

The Commission will welcome Mr. Dave Arteberry for a discussion on how to finance a construction project for a police facility.

RECOMMENDED MOTIONS: *N/A*

4.E: Approve KHRC Agreement for Housing Grant

As the Commission is aware, the City has been working in partnership with the Independence Housing Authority to obtain grant funding for housing. The City of Neodesha has been accepted as a co-applicant for \$400,000 in grant funding. The Commission is asked to approve the agreement document.

RECOMMENDED MOTIONS: *I move to approve the acceptance of the KHRC grant, in the amount of \$200,000, and authorize the Mayor to sign.*

4.F: 2021 Contract for 4th of July Fireworks

Staff has received input from the City Attorney on the proposed contract for the 2021 Fireworks show. This agenda item has been tabled twice, most recently on January 11, 2021.

RECOMMENDED MOTION: *I move to approve the Contract with _____ Fireworks for the 2021 4th of July celebration, at a cost of \$ _____.*

4.G: Award Demolition Bids

After properly advertising for demolition bids, Staff has received bids from four different companies for four planned demolition projects. Staff will present the bid tabulations to the Commission, but the apparent low bidder is R&S Construction.

RECOMMENDED MOTIONS: *I move to accept the demolition bid from R&S Construction at a bid price of \$14,000.*

4.H: Terminate WGBP Farm Lease

Due to the pending sale of WGBP property, the Commission is asked to approve a lease termination letter for the farm lease at West Granby Business Park. Mr. Mahaffey has been consulted on the need for terminating the lease.

RECOMMENDED MOTIONS: *I move to approve the termination letter for the West Granby Business Park Farm Lease, and authorize the City Administrator to sign.*

4.I: Terminate WGBP Oil Lease

Due to the pending sale of WGBP property, the Commission is asked to approve a termination letter for the oil Operating Agreement, with CTR 247, at West Granby Business Park. CTR 247 has been consulted on the need for terminating the lease.

RECOMMENDED MOTIONS: *I move to approve the termination letter for the West Granby Business Park oil Operating Agreement, and authorize the City Administrator to sign.*

4.J: Consider Accepting Donation of Property; 405 Main Street

Staff has been contacted by Mr. Jared Bohannon who has asked the Commission to consider accepting a donation of his property located at 405 Main Street.

RECOMMENDED MOTIONS: *To be determined...*

4.K: Purchase of Electric Transformers

The Commission is asked to consider the purchase of electric transformer equipment from T&R Electric.

RECOMMENDED MOTION: *I move to approve the purchase of electric transformers from T&R Electric, at a cost of \$53,171.*

4.L: Purchase of Additional Electric Meters for AMR

The Commission is asked to consider the purchase of additional electric meters from Border States. The meters are required for the City's conversion to automated metering equipment.

RECOMMENDED MOTION: *I move to approve the purchase of electric meters from Border States, at a cost of \$79,059.22.*

4.M: Purchase of Gas Modules

In support of the automated metering conversion, the Commission is asked to approve the purchase of gas modules for the project.

RECOMMENDED MOTION: *I move to approve the purchase gas modules from Border States, at a cost of \$103,500.*

January 11, 2021

The Board of Commissioners met in regular session at 2:00 p.m. in the Commission Room at City Hall, practicing social distancing and conducting the meeting by live streaming with Zoom, on Monday, January 11, 2021 with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

J.D. Moffatt, duly elected Commissioner of the City of Neodesha on the 3rd day of November, 2020, having subscribed to his Oath of Office, takes his seat as Commissioner.

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

Commission, Administrator and Community Development Director reports were heard.

Public Comments were invited and heard.

Commissioner Moffatt moved to approve the Consent Agenda consisting of the minutes from the December 23, 2020 Commission Meeting; Appropriation (2020) 25; Raw Water Bond Project Pay Application 84a; and Gas Line Project Appropriation 21. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a Resolution to Amend the Pay Plan, approving a 2% Cost of Living Adjustment for City Employees. This expense was approved by the Commission during the 2021 budget season. Discussion held.

RESOLUTION 21-01

A RESOLUTION AMENDING THE POSITION CLASSIFICATION AND PAY PLAN FOR THE CITY OF NEODESHA, KANSAS, AS ADOPTED BY THE NEODESHA CITY COMMISSION BY RESOLUTION 18-14.

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 a pay plan and position descriptions for all City of Neodesha employees in the form of a Position Classification and Pay Plan document to establish an equitable pay system based upon merit performance to be administered by the City Administrator;

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

That the following amendments be made to the adopted Position Classification and Pay Plan:

- Amend Section 4: Pay Tables, to add a two-percent Cost of Living Adjustment (COLA) for Budget Year 2021.

Commissioner Nichol moved to approve Resolution 21-01 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the Public Hearing on the issuance of \$1,600,000 in Taxable IRB's for Neodesha Plastics.

Mayor Johnson opened the Public Hearing and asked for comments. Sara Steele of Gilmore & Bell presented information regarding the IRB's to the Commission and the Public. No other comments were heard. The hearing was then closed.

RESOLUTION 21-02

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN ADDITION TO AN EXISTING COMMERCIAL FACILITY LOCATED IN THE ENVIRONS OF SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS. *(a complete copy of this Resolution can be viewed/obtained in the City Clerk's office)*

Commissioner Moffatt moved to approve Resolution 21-02 as presented. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the Public Hearing on the issuance of \$20,000,000 in Taxable IRB's in support of SICUT.

Mayor Johnson opened the Public Hearing and asked for comments. Sara Steele of Gilmore & Bell presented information regarding the IRB's to the Commission and the Public. No other comments were heard. The hearing was then closed.

(continued on next page)

RESOLUTION 21-03

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, RENOVATION AND EQUIPPING OF A COMMERCIAL FACILITY LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS. *(a complete copy of this Resolution can be viewed/obtained in the City Clerk's office)*

Commissioner Nichol moved to approve Resolution 21-03 as presented. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a contract amendment request to extend the project deadline for the CDBG Gas Line Project. Discussion held.

Commissioner Moffatt moved to approve the CDBG Contract Amendment Request, and authorize the Mayor to sign. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of Change Order No. 3 from Orr Wyatt Streetscapes for the City's waterline project. Discussion held.

Commissioner Nichol moved to approve Change Order No. 3 for the waterline project at a cost of \$34,122.62. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of Pay Application No. 17 for the waterline project. This will be the final pay application from Orr Wyatt Streetscapes. Discussion held.

Commissioner Moffatt moved to approve Pay Application No. 17 for the waterline project as a cost of \$156,489.48. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of two railroad easements related to the City's water and wastewater line project. Discussion held.

Commissioner Nichol moved to approve the Union Pacific Railroad easements, for water and wastewater lines, at a cost of \$8,000, pending Union Pacific Railroad acceptance. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the purchase of Electric Department Equipment. Discussion held.

Commissioner Moffatt moved to approve the purchase of electric equipment from Border States in an amount not to exceed \$63,000. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the consideration of approving a 2021 Fireworks contract for the 4th of July Fireworks show. This item was previously tabled from the December 23, 2020 Commission Meeting. Discussion held.

Commissioner Nichol moved to table this item to the January 27, 2021 Commission Meeting. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the sale of property to Neodesha Plastics for a construction project. Discussion held.

Commissioner Nichol moved to approve the donation of the property located at 1200 W Tank to Neodesha Plastics for expansion. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the donation of City Street property located on Fir Street. Discussion held.

Commissioner Moffatt moved to accept the donation of City Street property located in the 100 block of East Fir Street. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding Appointments to City Boards and Commissions for unfulfilled terms and other positions that expired on December 31, 2020. Discussion held.

Commissioner Nichol moved to reappoint Jennifer Marler, Janice Reece and Rod Schlegel, Jr. to the Active Transportation Advisory Board for four-year terms, expiring December 31, 2024; appoint Chris Goodwin to the Economic Development Committee to fill the unexpired term for Walt Olson, with a term ending date of December 31, 2022; appoint Shane Stanfill to the Economic Development Committee and to reappoint Philip Newkirk, JoAnne Harper and Casey Lair to the Economic Development Committee for four-year terms, all expiring December 31, 2024; and to reappoint Lloyd Baumwart and Mina Olson to the Senior Citizens Board for three-year terms, expiring December 31, 2023. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding recommended changes to the Animal Control Ordinance. Discussion held. No action taken.

(continued on next page)

Neodesha, Kansas
January 11, 2021

(continued from previous page)

Administrator Truelove addressed the Commission regarding the CARES Act Funding for Paid Quarantine Sick Leave Program which was to sunset on December 31, 2020. Discussion held.

Commissioner Moffatt moved to approve the continuation of paid time-off for City employees ordered quarantined by the Wilson County Health Department, and this extension shall expire, April 1, 2021. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the resignation of an employee from the Public Works Department. Discussion held.

Commissioner Nichol moved to accept the resignation of Andrew Howell effective January 19, 2021. Seconded by Mayor Johnson. Commissioner Moffatt abstained from the vote due to a conflict of interest. Motion carried.

Commissioner Moffatt moved to recess to an Executive Session including the Governing Body, City Administrator, Electric Superintendent Brandon Hearn and 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 3:45 p.m. Seconded by Commissioner Nichol. Motion carried. The live streamed Zoom meeting was then placed on hold with audio, video and recording ceasing.

At 3:45 p.m. the regular meeting of the Governing Body reconvened in the Commission Room at City Hall. No action taken. The live streamed Zoom meeting then resumed with audio, video and recording.

The next regular meeting of the Governing Body will be held in the Commission Room at City Hall on Wednesday, January 27, 2021 at 2:00 p.m., practicing social distancing and conducting the meeting by live streaming with Zoom.

At 3:47 p.m. Commissioner Moffatt moved to adjourn. Seconded by Commissioner Nichol. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT

ORDINANCE NO 26

12/31/2020

| <u>VENDOR</u> | <u>REFERENCE</u> | <u>AMOUNT</u> | <u>CHECK NO</u> | <u>CHECK DATE</u> |
|-------------------------------|--------------------------|---------------|-----------------|-------------------|
| A T & T | FIBER OPTIC SYSTEM | 717.60 | 68277 | 1/27/2021 |
| A T & T | PHONE CHARGES | 175.03 | 68278 | 1/27/2021 |
| A T & T | FIBER OPTIC SYSTEM | 761.98 | 68279 | 1/27/2021 |
| BORDER STATES INDUSTRIES INC | METERS | 2,662.50 | 68280 | 1/27/2021 |
| BOUND TREE MEDICAL LLC | MEDICAL SUPPLIES | 947.26 | 68281 | 1/27/2021 |
| COLLECTION BUREAU OF KS | DECEMBER COLLECTION FEES | 805.69 | 68282 | 1/27/2021 |
| CONSTELLATION NEWENERGY | DECEMBER BILLING | 54,692.30 | 68283 | 1/27/2021 |
| CORE & MAIN | SUPPLIES | 1,818.57 | 68284 | 1/27/2021 |
| FREDONIA OUTDOOR EQUIPMENT | EQUIPMENT SUPPLIES | 176.12 | 68285 | 1/27/2021 |
| G & W FOODS | OPEN ENROLLMENT LUNCHEON | 240.02 | 68286 | 1/27/2021 |
| GALLS LLC | UNIFORMS | 117.72 | 68287 | 1/27/2021 |
| GERKEN RENT-ALL | SANITATION UNITS | 437.40 | 68288 | 1/27/2021 |
| HUGO'S INDUSTRIAL SUPPLY, INC | CLEANING SUPPLIES | 334.96 | 68289 | 1/27/2021 |
| PRIORITY POWER | DECEMBER BILLING | 1,120.00 | 68290 | 1/27/2021 |
| DELORES SCHOENBERGER | DUMBBELLS | 50.00 | 68291 | 1/27/2021 |
| SOUTHERN STAR CENTRAL GP INC | DECEMBER BILLING | 35,855.46 | 68292 | 1/27/2021 |
| UNIFIRST CORPORATION | UNIFORM SERVICE | 1,588.16 | 68293 | 1/27/2021 |

****TOTAL****

102,500.77

APPROPRIATIONS REPORT

ORDINANCE NO 1

1/27/2021

| <u>VENDOR</u> | <u>REFERENCE</u> | <u>AMOUNT</u> | <u>CHECKNO</u> | <u>CHECK DATE</u> |
|--------------------------------|-------------------------------|---------------|----------------|-------------------|
| A T & T | PHONE CHARGES | 368.68 | 68294 | 1/27/2021 |
| A T & T | PHONE CHARGES | 603.43 | 68295 | 1/27/2021 |
| ADVANCE INSURANCE COMPANY | FEBRUARY PREMIUMS | 507.79 | 68297 | 1/27/2021 |
| BORDER STATES INDUSTRIES INC | ELECTRIC SUPPLIES | 41,899.75 | 68298 | 1/27/2021 |
| CALLTOWER | PHONE CHARGES | 343.66 | 68299 | 1/27/2021 |
| CANON FINANCIAL SERVICES | COPIER & PRINTER LEASE | 742.02 | 68300 | 1/27/2021 |
| CHAMPION BRANDS LLC | SUPPLIES | 818.95 | 68301 | 1/27/2021 |
| CITY ATTORNEYS ASSOC OF KANSAS | MEMBERSHIP DUES-DOUG DEPEW | 35.00 | 68302 | 1/27/2021 |
| CLEAVER FARM & HOME | SUPPLIES | 1,091.50 | 68303 | 1/27/2021 |
| CULLIGAN OF INDEPENDENCE | JANUARY WATER SERVICE | 175.96 | 68304 | 1/27/2021 |
| D & D AUTO REPAIR & ALIGNMENT | SUPPLIES | 3,842.82 | 68305 | 1/27/2021 |
| ECX SYSTEMS LLC | BARRACUDA EMAIL SECURITY 2/21 | 50.00 | 68306 | 1/27/2021 |
| FORSYTHE'S HEATING & ELECTRIC | SERVICE CALL | 75.00 | 68307 | 1/27/2021 |
| HACH COMPANY | LAB SUPPLIES | 308.37 | 68308 | 1/27/2021 |
| KANSAS MAYORS ASSOCIATION | MEMBERSHIP DUES 2021 | 50.00 | 68309 | 1/27/2021 |
| KANSAS MUNICIPAL UTILITIES | 2021 ELECTRIC MEMBERSHIP DUES | 10,781.00 | 68310 | 1/27/2021 |
| KANSAS STATE TREASURER | MUNICIPAL COURT FEES | 1,487.90 | 68311 | 1/27/2021 |
| KANSAS DEPT OF HEALTH & ENVIRO | Q9000 1ST QTR TESTING | 716.00 | 68312 | 1/27/2021 |
| LANDIS+GYR TECHNOLOGY INC | AUTOMATED METERING | 775.00 | 68313 | 1/27/2021 |
| MELS PRINTING | SUPPLIES | 429.75 | 68314 | 1/27/2021 |
| MIDWEST COMPUTER SALES | IT SERVICES | 1,643.00 | 68315 | 1/27/2021 |
| BANK OF AMERICA | ROCK/SAND | 1,230.27 | 68316 | 1/27/2021 |
| NEODESHA AREA CHAMBER OF COMME | 2021 MEMBERSHIP DUES | 375.00 | 68317 | 1/27/2021 |
| PENMAC PERSONNEL SERVICES INC | TEMPORARY PERSONNEL SERVICE | 1,179.20 | 68318 | 1/27/2021 |
| QUILL CORPORATION | INK CARTRIDGES | 52.99 | 68319 | 1/27/2021 |
| RANKIN MEMORIAL LIBRARY | TAX DISTRIBUTION | 9,071.31 | 68320 | 1/27/2021 |
| RICE SIGN & LOCK | SERVICE CALL | 50.00 | 68321 | 1/27/2021 |
| SEKRPC | 2021 MEMBERSHIP DUES | 50.00 | 68322 | 1/27/2021 |
| SPARKLIGHT | INTERNET SERVICE | 86.30 | 68323 | 1/27/2021 |

| | | | | |
|--------------------------------|-------------------------------|----------|-------|-----------|
| STUDEBAKER REFRIGERATION INC | ICE MACHINE RENTAL | 175.00 | 68324 | 1/27/2021 |
| UTILITY CONSULTANTS INC | 2021 ANNUAL DRUG PROGRAM FEES | 1,460.00 | 68325 | 1/27/2021 |
| WALMART COMMUNITY BRC | SUPPLIES | 144.30 | 68326 | 1/27/2021 |
| WILSON COUNTY REGISTER OF DEED | FAXED COPIES | 4.50 | 68327 | 1/27/2021 |

****TOTAL****

80,624.45

RAW WATER PROJECT BOND
APPROPRIATION 85
January 27, 2021

| Vendor | Invoice No | Check No | Amount | Description |
|--------------------|------------|----------|--------------------------|--------------|
| Tri-Star Utilities | PR 1 | 1227 | 211,090.38 | Construction |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| GRAND TOTAL | | | <u>211,090.38</u> | |

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

10

| | |
|---|----------------------------|
| Application Period: 12/17/2020 - 12/31/2020 | Application Date: 1/4/2021 |
| From (Contractor): Tri-Star Utilities, Inc. | Via (Engineer): PEC |
| Contract: | |
| Contractor's Project No.: 269SKS | Engineer's Project No.: |

Change Order Summary

| Change Order Summary | | | | |
|------------------------|-----------|------------|---|-----------------|
| Approved Change Orders | | | | |
| Number | Additions | Deductions | | |
| | | | 1. ORIGINAL CONTRACT PRICE | \$ 1,351,040.00 |
| | | | 2. Net change by Change Orders | \$ |
| | | | 3. Current Contract Price (Line 1 + 2) | \$ 1,351,040.00 |
| | | | 4. TOTAL COMPLETED AND STORED TO DATE | |
| | | | (Column F total on Progress Estimates) | \$ 222,200.40 |
| | | | 5. RETAINAGE: | |
| | | | a. 5% X \$193,492.50 Work Completed | \$ 9,674.63 |
| | | | b. 5% X \$28,707.90 Stored Material | \$ 1,435.40 |
| | | | c. Total Retainage (Line 5.a + Line 5.b) | \$ 11,110.02 |
| | | | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) | \$ 211,090.38 |
| | | | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ |
| | | | 8. AMOUNT DUE THIS APPLICATION | \$ 211,090.38 |
| | | | 9. BALANCE TO FINISH, PLUS RETAINAGE | |
| | | | (Column G total on Progress Estimates + Line 5.c above) | \$ 1,139,949.62 |
| TOTALS | | | | |
| NET CHANGE BY | | | | |
| CHANGE ORDERS | | | | |

The undersigned Contractor


(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Luth Becktle

Date: 1/4/2021

| | | | |
|--------------------|----|--|-----------|
| Payment of: | \$ | 211,090.38 | |
| | | (Line 8 or other - attach explanation of the other amount) | |
| is recommended by: | |  | 1/14/2021 |
| | | (Engineer) | (Date) |
| Payment of: | \$ | 211,090.38 | |
| | | (Line 8 or other - attach explanation of the other amount) | |
| is approved by: | | | |
| | | (Owner) | (Date) |
| Approved by: | | | |
| | | Funding or Financing Entry (if applicable) | (Date) |

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC All rights reserved
Page 1 of 1

Bill Payment Stub

Check Date: 1/4/2021

Check No.: 11431

Check Amount: 35,329.72

Tri-Star Utilities, Inc.
Independence, KS 67301
P.O. Box 903
2109 W. Maple

Paid To: Core & Main LP
P.O. Box 28330
St Louis, MO 63146

| Date | Type | Reference | Original Amt. | Balance | Discount | Payment |
|------------|------|-----------|---------------|-----------|----------|-----------|
| 12/22/2020 | Bill | N510505 | 18,087.72 | 18,087.72 | | 18,087.72 |
| 12/22/2020 | Bill | N498572 | 8,962.00 | 8,962.00 | | 8,962.00 |
| 12/23/2020 | Bill | N510945 | 8,280.00 | 8,280.00 | | 8,280.00 |



INVOICE

1630 Craig Park Court
St. Louis, MO 63146

Invoice # **N498572**
Invoice Date **12/22/20**
Account # **214272**
Sales Rep **BRIAN BARNES**
Phone # **918-586-7100**
Branch # **343** **OWASSO, OK**
Total Amount Due **\$8,962.00**

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

1483 1 AB 0.419 E0009 10011 D7010009209 S2 P7922807 0003:0005



TRI STAR UTILITIES
PO BOX 903
INDEPENDENCE KS 67301-0903

Shipped to:
2600 OTTAWA ROAD
DAVE CHISM 620 331 9302
GRANBY & WILSON IMPROVEMENTS
NEODESHA, KS

CUSTOMER JOB- NEODESH NEODESHA KS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name | Job # | Bill of Lading | Shipped Via | Invoice # |
|--------------|--------------|---------------|-------------|---------|----------------|----------------|-----------|
| 12/16/20 | 12/21/20 | SEE BELOW | NEODESHA KS | NEODESH | | CORE & MAIN LP | N498572 |

| Product Code | Description | Quantity | | | Price | UM | Extended Price |
|---------------|---------------------------------------|----------|---------|-----|----------|----|----------------|
| | | Ordered | Shipped | B/O | | | |
| | CUSTOMER PO#- 12" STEEL CASING | | | | | | |
| 16120SC281COD | 12 .281 WALL STL CASING COATED OUT | 352 | 308 | 44 | 26.50000 | FT | 8,162.00 |
| 25CS0408MOD60 | 4"X8" SPACER MOD60 POLY | 50 | 50 | | 16.00000 | EA | 800.00 |

Visit coreandmain.com
for a current W-9 form



Online
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

| | | | | | | |
|---------|----------|----------|---------|-------|----------------|------------|
| Freight | Delivery | Handling | Restock | Misc. | Subtotal: | 8,962.00 |
| | | | | | Other: | 0.00 |
| | | | | | Tax: | 0.00 |
| | | | | | Invoice Total: | \$8,962.00 |

Terms: NET 30

Ordered By: DAVE CHISM 12/15/20

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # N510505
Invoice Date 12/22/20
Account # 214272
Sales Rep BRIAN BARNES
Phone # 918-586-7100
Branch # 343 OWASSO, OK
Total Amount Due \$18,087.72

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

1483 1 AB 0.419 E0009 I0013 07010009219 S2 P7922807 0005:0005



TRI STAR UTILITIES
PO BOX 903
INDEPENDENCE KS 67301-0903

Shipped to: 12/22/20 N510491
2600 OTTAWA ROAD
DAVE CHISM 620 331 9302
GRANBY & WILSON IMPROVEMENTS
NEODESHA, KS

CUSTOMER JOB- NEODESH NEODESHA KS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name | Job # | Bill of Lading | Shipped Via | Invoice # |
|--------------|--------------|---------------|-------------|---------|----------------|----------------|-----------|
| 12/18/20 | 12/21/20 | SEE BELOW | NEODESHA KS | NEODESH | | CORE & MAIN LP | N510505 |

| Product Code | Description | Quantity | | | Price | UM | Extended Price |
|--------------|---|----------|---------|-----|----------|----|----------------|
| | | Ordered | Shipped | B/O | | | |
| | CUSTOMER PO#- 4" FORCE MAIN | | | | | | |
| 0941P0417 | 4 IPS DR17 HDPE PIPE | 10920 | 10360 | 560 | 1.70000 | FT | 17,612.00 |
| 09BFMJKIT4 | 4 MJ ADAPTER ACCESSORY KIT (3/4 X 4-1/2" BOLTS) | 2 | 2 | | 17.50000 | EA | 35.00 |
| 0941M0411MJ | 4" SDR11 IPS MOLDED MJ ADAPTER | 2 | 2 | | 58.00000 | EA | 116.00 |
| 0910M041145 | 4 IPS DR11 HDPE 45 BEND MOLD | 14 | 14 | | 16.00000 | EA | 224.00 |
| 0910M041190 | 4 IPS DR11 HDPE 90 BEND MOLD | 4 | 4 | | 25.18000 | EA | 100.72 |

Visit coreandmain.com
for a current W-9 form



Online
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

| | | | | | | |
|---------|----------|----------|---------|-------|----------------|-------------|
| Freight | Delivery | Handling | Restock | Misc. | Subtotal: | 18,087.72 |
| | | | | | Other: | 0.00 |
| | | | | | Tax: | 0.00 |
| | | | | | Invoice Total: | \$18,087.72 |

Terms: NET 30

Ordered By: DAVE CHISM

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # N510945
Invoice Date 12/23/20
Account # 214272
Sales Rep BRIAN BARNES
Phone # 918-586-7100
Branch # 343 OWASSO, OK
Total Amount Due \$8,280.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

773 1 MB 0.439 E0304X 10476 D7013440645 S2 P7922969 0001:0002



TRI STAR UTILITIES
PO BOX 903
INDEPENDENCE KS 67301-0903

Shipped to:

2600 OTTAWA ROAD
DAVE CHISM 620 331 9302
GRANBY & WILSON IMPROVEMENTS
NEODESHA, KS

CUSTOMER JOB- NEODESH NEODESHA KS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name | Job # | Bill of Lading | Shipped Via | Invoice # |
|--------------|--------------|---------------|-------------|---------|----------------|----------------|-----------|
| 12/18/20 | 12/23/20 | 8" GRAVITY | NEODESHA KS | NEODESH | | CORE & MAIN LP | N510945 |

| Product Code | Description | Quantity | | B/O | Price | UM | Extended Price |
|--------------|--|----------|---------|-----|----------|----|----------------|
| | | Ordered | Shipped | | | | |
| 04083514 | 8 PVC SDR35 SWR PIPE (G) 14' | 2058 | 2058 | | 4.00000 | FT | 8,232.00 |
| 29APLG | LUBE 1 GAL F/WTR/SWR PIPE SHIP 4 QUARTS ALSO FOR PIPE | 4 | 4 | | 12.00000 | EA | 48.00 |

Visit coreandmain.com
for a current W-9 form



Online
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

| | | | | | | |
|---------|----------|----------|---------|-------|----------------|------------|
| Freight | Delivery | Handling | Restock | Misc. | Subtotal: | 8,280.00 |
| | | | | | Other: | 0.00 |
| | | | | | Tax: | 0.00 |
| | | | | | Invoice Total: | \$8,280.00 |

Terms: NET 30

Ordered By: DAVE CHISM

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

**CDBG/USDA GAS LINE GRANT
APPROPRIATION 22
January 27, 2021**

| Vendor | Invoice No | Check No | Amount | Description |
|---------------------|------------|----------|-------------------|--------------|
| NPL Construction Co | PR 7 | 1125 | 153,784.26 | Construction |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| GRAND TOTAL | | | <u>153,784.26</u> | |

Approved the day above written.

Devin Johnson, Mayor

Attest

Stephanie Fyfe, City Clerk

Contractor's Application for Payment No. 7

| | | |
|--|---|--|
| Application Period: 12/3/2020-12/23/2020 | | Application Date: 12/30/2020 |
| To (Owner): City of Neodesha | From (Contractor): NPL Construction Co. | Via (Engineer): Professional Engineering Consultants, P.A. |
| Project: Neodesha Gas Distribution System Improvements | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: 35-171291-000-2005 |

**Application For Payment
Change Order Summary**

| Approved Change Orders | | | 1. ORIGINAL CONTRACT PRICE..... \$ 1,699,401.00 | |
|--------------------------------|-----------|-------------|--|--|
| Number | Additions | Deductions | 2. Net change by Change Orders..... \$ -51,165.27 | |
| | | -51,165.27 | 3. Current Contract Price (Line 1 + 2)..... \$ 1,648,235.73 | |
| | | | 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 1,280,866.56 | |
| | | | 5. RETAINAGE: | |
| | | | a. 5% X \$1,280,866.56 Work Completed..... \$ 64,043.33 | |
| | | | b. 5% X Stored Material..... \$ | |
| | | | c. Total Retainage (Line 5.a + Line 5.b)..... \$ 64,043.33 | |
| | | | 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1,216,823.23 | |
| | | | 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,063,038.97 | |
| | | | 8. AMOUNT DUE THIS APPLICATION..... \$ 153,784.26 | |
| | | | 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ 431,412.50 | |
| TOTALS | | -51,165.27 | | |
| NET CHANGE BY CHANGE ORDERS | | \$51,165.27 | | |

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 1-4-21

Payment of: \$ 153,784.26
(Line 8 or other - attach explanation of the other amount)

is recommended by:  01/18/2021
(Engineer) (Date)

Payment of: \$ 153,784.26
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

ORDINANCE NO. 1741

AN ORDINANCE OFFICIALLY NAMING THE CITY PARK IN THE 2900 BLOCK US75 HIGHWAY, NEODESHA, KANSAS, ADJACENT TO AND SOUTH OF US75 HIGHWAY, AND ADJACENT TO AND WEST OF 14TH STREET.

WHEREAS, K.S.A. 12-101 *et seq.*, and the Kansas Constitution authorize the Governing Body of the City of Neodesha, Kansas, to transact all City business and perform all powers of local legislation deemed appropriate, and to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate or administrative powers, and

WHEREAS, the City of Neodesha, Kansas, controls and manages its City parks for the use and benefit of the citizens of Neodesha, and

WHEREAS, the City park located in the 2900 block of US75 Highway, Neodesha, Kansas, is being developed as a recreational area for multiple recreational uses to benefit the citizens of Neodesha; now therefore

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

Section 1 Pursuant to its statutory authority, the Governing Body of the City of Neodesha, Kansas, hereby names the City park, located in the 2900 block US75 Highway, Neodesha, Kansas, “_____,” described as follows:

BEGINNING 825 FEET WEST OF THE NE CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 19, TOWNSHIP 30, RANGE 16 EAST, THENCE WEST 486’, THENCE SOUTH 540’, THENCE EAST 486’, THENCE NORTH 540’ TO POINT OF BEGINNING; and

BEGINNING AT A POINT 1311 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION NINETEEN (19), TOWNSHIP THIRTY (30) S, RANGE SIXTEEN (16) EAST, THENCE SOUTH A DISTANCE OF 445 FEET MORE OR LESS; THENCE WEST A DISTANCE OF 400 FEET MORE OR LESS TO CENTER LINE OF FALL RIVER, THENCE UP STREAM ALONG THE CENTER LINE OF FALL RIVER, A DISTANCE OF 455.75 FEET MORE OR LESS TO CENTER OF NEODESHA – FREDONIA ROAD, THENCE EAST ALONG SAID CENTER OF SAID ROAD 321.8 FEET MORE OR LESS TO POINT OF BEGINNING, WILSON COUNTY, KANSAS.

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

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

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 27th day of January, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1742

AN ORDINANCE VACATING A PORTION OF LITTLE BEAR TRAIL, CITY OF NEODESHA, WILSON COUNTY, KANSAS.

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

Section 1 That a portion of Little Bear Trail, lying adjacent to Lots 4, 5 and 6, West Granby Business Park, to the City of Neodesha, is hereby vacated.

Section 2 That the City of Neodesha, Kansas, reserves all rights to lay, maintain, repair and replace any utility lines within the boundary of the vacated area, and retains a permanent easement for said purposes.

Section 3 EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas, and signed by the Mayor this 27th day of January, 2021.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



Steve & Peggy Showalter
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 ____ day of _____ 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, 2021.

- 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 Eight Thousand Dollars and no/100 cents (\$8,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** Eight Thousand Dollars and no/100 cents (\$ 8,000.00) on **January 30th, 2021** in full.

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** fifty percent (50%) of the cost of the display, Four Thousand Dollars and no/100 cents (\$4,000.00).

Witness whereof, we have caused our signatures to be affixed to this document, on this ____ day of _____, 2021.

SELLER:

PURCHASER:

RAINBOW FIREWORKS, Inc.

CITY OF NEODESHA

By: Stephen Showalter
Authorized Agent

By: _____
Authorized Agent

PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (Hereinafter referred to as "Agreement"), made and entered into this ____ day of _____, 20____, by and between Stellar Fireworks, LLC, located at 4440 Southeast Boulevard Wichita, KS 67210 (Hereinafter referred to as "SELLER") and :

City of Neodesha
1407 N 8th St,
Neodesha, KS 66757

(Hereinafter referred to as "Buyer")

1. **TIME AND PLACE; POSTPONEMENT/CANCELLATION:** SELLER agrees to design, produce and execute a fireworks show, otherwise known as a pyrotechnic display, at approximately:

9:15 p.m. on the 4th of July, 2021

At the following location:

City of Neodesha Water Department
1400 Wisconsin St
Neodesha, KS 66757

Weather permitting. An alternate inclement weather (generally excessive wind and/or precipitation) date is hereby designated to be the first day following the scheduled date that weather conditions are permissible for execution at the same time and place set forth hereinabove. It is agreed and understood by and between the parties hereto that SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event SELLER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, SELLER shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternate inclement weather date as set forth hereinabove. As a part of the authority stated hereunder, SELLER reserves the right to prematurely end or place a hold on the continuance of the display if, in the opinion of SELLER, the weather conditions change during the time that the display is in progress so as to create an unsafe or hazardous situation. In the event of any postponement or delay, BUYER shall be responsible for any actual expenses incurred as a result of any additional time and/or expenses related to the postponement or delay, and it is specifically acknowledged that SELLER hereunder shall not be held responsible, financially or otherwise, for the exercise of any judgement or assertion of any authority hereunder. In the event the display cannot be postponed to an alternate date, SELLER shall have the right to retain, and BUYER agrees to pay SELLER, fifty percent (50%) of the total contract price hereunder for expenses incurred and services rendered.

2. **MUSIC:** The following indicated (x) provision(s) should apply to music and/or soundtracks, which may be a part of the display contemplated hereunder:

(X) The subject display will have no musical accompaniment.

() SELLER will furnish to BUYER a compact disc. One channel (music) of this CD is to be played (by a sound company contracted by BUYER) over the speaker system to the spectators. The other channel (cue) of this CD is to be fed to a headphone set provided by the sound company located at the control panel of SELLER, which may be up to five hundred (500) feet from the CD player of the sound company. The headphone set is to include a microphone so that two-way communication between the control panel operator and tape deck operator is maintained. BUYER will furnish a high fidelity, concert quality, bi-amplified, or preferably, tri-amplified sound system with the capability of producing a frequency response of fifty thousand (50,000) cycles per second at one hundred (100) decibels sound pressure level for all principal spectator viewing area.

3. **INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER, BUYER and:

City of Neodesha
1407 N 8th St,
Neodesha, KS 66757

to be additionally insured and covered for one million dollars (\$1,000,000.00) liability, combined single limit, for personal injury and property damage. In the event greater liability insurance limits are required, the additional cost is to be paid by BUYER.

4. **EQUIPMENT:** SELLER shall be responsible to install, setup, and remove the equipment and supporting hardware of the pyrotechnic display. BUYER shall provide sufficient trash receptacles for cleanup after execution of the display.

5. **SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following: adequate security personnel, barricades, ropes with flags, etc., to barricade all closed (dangerous) areas to spectators; traffic patrolmen, as necessary; security guards for crowd control and clean up personnel to remove litter left by spectators or any person other than SELLER; trash receptacles as necessary for spectators; "No Parking" signs and directional signs, as necessary; sufficient space of at least 500' radius clearance, clearly designated by stakes, rope, or fence, in a safe location as designated by SELLER hereunder, for the proper and safe display of said pyrotechnic program, such space to be clear and free of all persons except those employed or expressly authorized by SELLER and clear of any and all equipment, vehicles, structures, or items of any other kind not authorized or put in place by SELLER; adequate fire protection for the area in which SELLER shall operate the display, and the surrounding spectator areas, or any other areas, as designated by SELLER (or other authority), for which fire protection might be necessary, areas of sufficient clearance surrounding the display operation area, grandstand or other spectator viewing areas or ground upon which the display shall be operated, or any other areas, as specifically designated by

SELLER to be free from pedestrians or vehicles, and any damage or liability arising out of damage or harm to any person, structure, vehicle, or other property within such areas specified by SELLER shall be the complete and sole responsibility of BUYER hereunder; such areas to include but not be limited to public streets specified to be closed, parking areas specified as off-limits or public walkways specified to be closed. BUYER specifically acknowledges and affirms that it understands that the pyrotechnic display contracted for herein can cause substantial, severe and irreparable damage to person and property, and that SELLER assumes no responsibility whatsoever for any property damage or injury to individuals within the areas specifically designated hereinabove as necessary to immediately surround the operations of the display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance in accordance with paragraph three above, and other items required by the licensing authorities for issuance of such license or permits.

6. **OPERATION OF DISPLAY:** SELLER shall be responsible for all aspects of the setup and operation of the display.

7. **PLACEMENT:** BUYER and SELLER shall mutually determine and agree upon the placement and arrangement of fireworks display devices, set pieces, props, spectator viewing areas, and any and all equipment involved with the pyrotechnic display or sound system to ensure the highest degree of showing integrity and character, and present to the audience the most aesthetic, artistic, and safest program possible. SELLER shall have sole discretion over placement necessitated by applicable federal, state or local safety, fire or other regulations.

8. **LICENSES OR PERMITS:** BUYER shall be responsible to obtain, for SELLERS benefit, any state, city or other licenses or permits required to execute the pyrotechnic display.

9. **COMPENSATION:** Compensation shall be made to the SELLER hereunder as follows: The BUYER will pay the SELLER \$3,750.00 (50%) at the signing of the agreement, with the balance due of \$3,750.00 on or before the 4th day of July 2021. The total amount of this contract is \$7,500.00. If for any reason other than as addressed herein above, BUYER wishes to cancel this Agreement, there will be a cancellation fee in the amount of twenty-five percent (25%) of the total contract price hereunder, to be paid to or retained by SELLER. If the SELLER cancels this Agreement or the pyrotechnic display for any reason other than: 1) inclement weather, 2) force majeure, or 3) nonperformance by or material breach of the terms of this Agreement by BUYER, all monies paid to SELLER by BUYER to the date of such cancellation will be refunded to BUYER and the SELLER will have no further obligations under this Agreement. Any applicable state or local taxes will be payable by the BUYER. If the BUYER wishes to increase the size and/or duration of the display they may increase the budget any time prior to May 4th, 2021 by notifying the company at (316) 524-0000.

10. **INDEMNIFICATION:** It is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees and persons and organizations independently contracted by SELLER, from and against all losses, damages, demands, costs, claims, suit and other related actions or proceedings, of whatever nature or kind resulting from damages to any property and/or from bodily or personal injuries to and/or the death of any persons arising in any way out of the fireworks products or other products furnished by SELLER under the

terms of this Agreement, resulting from any source other than the negligence of SELLER hereunder, or its agents or employees, or from a source other than one for which insurance coverage has been provided pursuant to paragraph three (3) of this Agreement above.

11. **FORCE MAJEURE:** Subject to the provisions of paragraph one (1) above, any failure or omission of BUYER or SELLER under this Agreement due to an act of God, enactment, rule, order of any act of government instrumentality (whether federal, state, or local), or other causes beyond the control of BUYER or SELLER, or a force majeure will not constitute a breach or default under this Agreement.

12. **CONSTRUCTION/ASSIGNMENT/APPLICABLE LAW:** If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, or if any such provision is waived or not enforced by any party hereunder, the remainder of the provision of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement, including any documents incorporated or referred to herein, constitutes the entire Agreement between the parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER. This Agreement shall be binding upon the heirs, executives, administrators, personal representatives, successors, and assigns of each of the parties. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Kansas, and that any aspect of this Agreement shall be controlled by and interpreted under, the laws of the State of Kansas, as they may exist from time to time.

13. **ATTORNEY'S FEES:** If any legal action is necessary to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover all costs of suit including reasonable attorney's fees.

Stellar Fireworks, LLC

"SELLER"

By: Andrew Nguyen

Date: 01/1/2021

City of Neodesha, KS

"BUYER"

By: _____

Date: _____

DEMOLITION BID SHEET

January 22, 2021

10:00 a.m.

| B I D A M O U N T S | | | | | | <u>TOTAL BID</u> |
|-----------------------|-----------------|-------------------|-------------------|-------------------|-------------------|------------------|
| <u>Contractor</u> | <u>910 Iowa</u> | <u>906 Church</u> | <u>922 N 11th</u> | <u>1211 N 3rd</u> | <u>1322 N 3rd</u> | |
| Starbuck Trucking | 8,900.00 | 13,650.00 | 9,950.00 | 4,900.00 | n/a | 37,400.00 |
| R & S Construction | 4,000.00 | 4,000.00 | 3,500.00 | 2,500.00 | n/a | 14,000.00 |
| Core Services | 28,210.00 | 50,181.25 | 26,040.00 | 17,034.50 | n/a | 121,465.75 |
| Tim Adee | 0.00 | 0.00 | 5,150.00 | 2,475.00 | n/a | 7,625.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |



"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. 78187-2

Date: 01/19/2021

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 | 714271 | RC | 2 | PAD MOUNT | 3 | 1500 | 13200Y/7620 | 480Y/277 | \$15,776.00 USD | \$31,552.00 USD |
| 3 | 0 | RC | 5 | PAD MOUNT | 1 | 50 | 13200Y/7620 | 240/120 | \$945.00 USD | \$4,725.00 USD |
| 4 | 0 | RC | 21 | POLE MOUNT | 1 | 25 | 7620/13200Y | 120/240 | \$481.00 USD | \$10,101.00 USD |
| 5 | 0 | RC | 10 | POLE MOUNT | 1 | 25 | 2400/4160Y X 7620/13200Y | 120/240 | \$535.00 USD | \$5,350.00 USD |
| 6 | 0 | RC | 3 | POLE MOUNT | 1 | 25 | 7620/13200Y | 120/208Y | \$481.00 USD | \$1,443.00 USD |
| Grand Total | | | | | | | | | | \$53,171.00 USD |

Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 30 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.

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

Sincerely,
Brent Nelson
Sales Representative



"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. 78187-2

Date: 01/19/2021

Contact: BRANDON HEARN

Company: NEODESHA LIGHT POWER

Phone: 620-205-7721

Fax:

Email: bhearn@neodeshaks.org

Item #1 - Three Phase 1500 KVA Pad Mount

Product Type: Reconditioned

Transformer Type: Pad Mount

Specifications:

KVA: 1500

Phase: 3

High Voltage: 13200Y/7620

Low Voltage: 480Y/277

Taps: W/TAPS 2 X 2 1/2% +/-

Accessories:

- Primary Bushings, Dead Front, Loop Feed
- 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:

Reconditioned transformers.

Quantity: 2

Warranty: 36 Month Guarantee

Price: \$15,776.00 USD Each

Manufacturing Time: 8 - 10 weeks (ARO)

Delivery: Fob: Destination

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



"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. 78187-2

Date: 01/19/2021

Contact: BRANDON HEARN

Company: NEODESHA LIGHT POWER

Phone: 620-205-7721

Fax:

Email: bhearn@neodeshaks.org

Item #3 - Single Phase 50 KVA Pad Mount

Product Type: Reconditioned

Transformer Type: Pad Mount

Specifications:

| | | | |
|---------------|-----------------------|--------------|---------|
| KVA: | 50 | Phase: | 1 |
| High Voltage: | 13200Y/7620 | Low Voltage: | 240/120 |
| Taps: | W/TAPS 2 X 2 1/2% +/- | | |

Accessories:

- Primary Bushings, Dead Front, Loop Feed
- Bayonet Fusing
- Secondary Bushings, Standard Spade Connectors
- Pressure Relief Device
- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Plug
- Bell Green Paint
- Undercoating

Notes:

Reconditioned transformers.

Quantity:

5

Warranty:

36 Month Guarantee

Price:

\$945.00 USD Each

Manufacturing

8 - 10 weeks (ARO)

Time:

Delivery:

Fob: Destination

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



"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. 78187-2

Date: 01/19/2021

Contact: BRANDON HEARN

Company: NEODESHA LIGHT POWER

Phone: 620-205-7721

Fax:

Email: bhearn@neodeshaks.org

Item #4 - Single Phase 25 KVA Pole Mount

Product Type: Reconditioned

Transformer Type: Pole Mount

Specifications:

| | | | |
|---------------|-------------|--------------|---------|
| KVA: | 25 | Phase: | 1 |
| High Voltage: | 7620/13200Y | Low Voltage: | 120/240 |
| Taps: | W/O TAPS | | |

Accessories:

- Double Primary Bushing
- Primary Top Mounted
- Secondary Lug
- Conventional
- Mineral Oil (standard)
- Non-PCB Label
- Pressure Relief Device
- ANSI 70 Paint

Notes:

Reconditioned transformers.

Quantity: 21

Warranty: 36 Month Guarantee

Price: \$481.00 USD Each

Manufacturing 8 - 10 weeks (ARO)

Time:

After Release to Production

Delivery: Fob: Destination

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



"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. 78187-2

Date: 01/19/2021

Contact: BRANDON HEARN

Company: NEODESHA LIGHT POWER

Phone: 620-205-7721

Fax:

Email: bhearn@neodeshaks.org

Item #5 - Single Phase 25 KVA Pole Mount

Product Type: Reconditioned

Transformer Type: Pole Mount

Specifications:

| | | | |
|---------------|--------------------------|--------------|---------|
| KVA: | 25 | Phase: | 1 |
| High Voltage: | 2400/4160Y X 7620/13200Y | Low Voltage: | 120/240 |
| Taps: | W/O TAPS | | |

Accessories:

- Double Primary Bushing
- Primary Top Mounted
- Secondary Lug
- Conventional
- Mineral Oil (standard)
- Non-PCB Label
- Pressure Relief Device
- ANSI 70 Paint

Notes:

Reconditioned transformers.

Quantity: 10

Warranty: 36 Month Guarantee

Delivery: Fob: Destination

Price: \$535.00 USD Each

Manufacturing 8 - 10 weeks (ARO)

Time:

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



"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. 78187-2

Date: 01/19/2021

Contact: BRANDON HEARN

Company: NEODESHA LIGHT POWER

Phone: 620-205-7721

Fax:

Email: bhearn@neodeshaks.org

Item #6 - Single Phase 25 KVA Pole Mount

Product Type: Reconditioned

Transformer Type: Pole Mount

Specifications:

| | | | |
|---------------|-------------|--------------|----------|
| KVA: | 25 | Phase: | 1 |
| High Voltage: | 7620/13200Y | Low Voltage: | 120/208Y |
| Taps: | W/O TAPS | | |

Accessories:

- Double Primary Bushing
- Primary Top Mounted
- Secondary Lug
- Conventional
- Mineral Oil (standard)
- Non-PCB Label
- Pressure Relief Device
- ANSI 70 Paint

Notes:

Reconditioned transformers, bank connected to 120/208Y secondary.

Quantity: 3

Warranty: 36 Month Guarantee

Delivery: Fob: Destination

Price: \$481.00 USD Each

Manufacturing 8 - 10 weeks (ARO)

Time:

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



**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 1 1/2% 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 than 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.

**BORDER STATES**

Supply Chain Solutions™

Border States Electric Supply

Border States Electric - TPK
1516 NW Saline St
Topeka KS 66618-2837
Phone: 785-354-9532

City of Neodesha KS
PO Box 336
Neodesha KS 66757-0336

Order Confirmation

Page: 1 of 1

Order Type: Sales Order **Order #:** 34734444
Sold-to Acct #: 209775
Created On: 01/14/2021
PO No: 7613
Expected Delivery Date: 01/14/2021
Payment Terms: Net 25th prox

Created By: Crystal Rasmussen
Tel No: 308-833-7063
Fax No:

Ship-to:
City of Neodesha KS
2788 OTTAWA RD
Neodesha KS 66757-1898

Attention: Brandon Hearn

| Cust Item | BSE Item | Material MFG - Description | Quantity | Price | Per | UoM | Value |
|-----------------------|----------|--|----------|--------|-----|-----|------------------|
| | 000010 | 3511358 HUTL - GG2B0MAC-0DN3-6000 FOCUS AXR-WR 15/16S Focus AXR-WR 15/16S 120-277V CL200 | 12 EA | 250.00 | / 1 | EA | 3,000.00 |
| | 000020 | 3511356 HUTL - JG0J0XA1-0DN3-6000 FOCUS AXRE 4S 240V CL Focus AXRE 4S 240V CL20 | 6 EA | 101.50 | / 1 | EA | 609.00 |
| | 000030 | 3511355 HUTL - HGA10YA1-0DN3-6000 FOCUS AXRE-SD 2S 240V Focus AXRE-SD 2S 240V CL200 | 500 EA | 141.25 | / 1 | EA | 70,625.00 |
| Total \$ | | | | | | | 74,234.00 |
| State Tax \$ 6.500 % | | | | | | | 4,825.22 |
| County Tax \$ 0.000 % | | | | | | | 0.00 |
| Local Tax \$ 0.000 % | | | | | | | 0.00 |
| Other Tax1 \$ 0.000 % | | | | | | | 0.00 |
| Other Tax2 \$ 0.000 % | | | | | | | 0.00 |
| Other Tax3 \$ 0.000 % | | | | | | | 0.00 |
| Tax subtotal \$ | | | | | | | 4,825.22 |
| Net Amount \$ | | | | | | | 79,059.22 |

Form of Payment _____ Date _____ Amount _____

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The taxes calculated for this order are estimates only and
will be finalized at the time of invoice in accordance with
the material purchased, quantity and delivery location.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

P.O. BOX 336
Phone: (620) 325-2828

NEODESHA, KANSAS 66757

THIS NO. MUST APPEAR ON ALL
PACKAGES, CORRESPONDENCE,
B/L'S AND INVOICES.

DATE 1-20-2021

No. 7615

VENDOR ☐ Boarder States

SHIP TO

INSTRUCTIONS TO VENDOR

1. PLEASE ACKNOWLEDGE EACH ORDER PROMPTLY AND GIVE THE SHIPPING DATE.
2. FORWARD A SHIPPING NOTICE ON DATE OF SHIPMENT TO THE INVOICE ADDRESS INDICATED ABOVE.
3. INVOICE EACH ORDER SEPARATELY ON DAY OF SHIPMENT.
4. THE COMPLETE PURCHASE ORDER NUMBER, INCLUDING PREFIX AND SUFFIX, MUST BE SHOWN ON ALL INVOICES, SHIPPING PAPERS, SHIPPING CONTAINERS AND FREIGHT BILLS.
5. PREPAY ALL ALLOWED FREIGHT.

6. UNLESS OTHERWISE PROVIDED HEREIN, ANY WRITTEN ACKNOWLEDGMENT OF THIS ORDER OR THE DELIVERY OF ANY MATERIALS OR SERVICES IN ACCORDANCE WITH THIS PURCHASE SHALL CONSTITUTE ACCEPTANCE BY THE SELLER, SUBJECT TO ALL SPECIFICATIONS, TERMS AND CONDITIONS ON THE FACE OF THIS ORDER WHICH ARE MADE A PART HEREOF AND ALSO ALL ATTACHMENTS HERETO.

THE CITY OF NEODESHA

BY