



REGULAR CITY COUNCIL MEETING

1. Flag Salute - Mayor Mayfield.
2. Call the Regular City Council meeting to order – Mayor Mayfield
3. Approval of Agenda -Mayor Mayfield
4. Approval of consent agenda
 - Approval of the Minutes of July 10th 2023 Council Meeting
 - Approval of warrants in the amount of \$480,490.08
 - Approval of payroll in the amount of \$37,956.76
5. New Maintenance Pickup – Tim Makovec
6. Oversight Committee for PD – Jones
7. Water Contract – Jones
8. Spur Ridge Solar Update – Jones
9. KOMA Training Options - Jones
10. HACH Contract Renewal – Jones
11. Eric Wessel appointment to the Airport Board - Jones
12. Councilor, Department, & Staff Reports
13. Public Forum (1)
14. Motion to Adjourn Council Meeting

The next City Council meeting on August 7th, 2023 @ 4:30 p.m.

(It is possible that sometime between 4:30pm and 7:00pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the commission chambers or lobby of City Hall. No one is excluded from these areas during those times.)

Council Meeting Procedures

- Please silence your personal electronic devices (cell phones, tablets, watches, etc.). Emergency responders are to have their radios on vibrate.
- Please stand for the Invocation and Pledge of Allegiance when requested by the Mayor or Vice Mayor at the beginning of the meeting.
- The council is interested in questions, concerns and comments from the public and has established a Public Forum agenda item at the beginning and end of the meeting. This is a time for individuals or groups to address the council. Generally, there is a three (3) minute presentation time allowed. Questions by councilors, mayor or city staff are not included in the three (3) minute presentation.
- (1) Presentation is limited to three (3) minutes. City Council will not act or discuss the topic at this time. Topics are limited to City Council business. Public comment is not permitted on personnel matters or legal matters. Items introduced may become agenda items at a future date.
- Please refrain from individual conversations during the council meeting & please be courteous and respectful at all times to your elected officials, appointed officials, city staff, and fellow residents. While we all may not agree, civil discourse will lead to better understanding and brighter future for our community.

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City Council Meeting
Monday, July 10th, 2023
Monday, 4:30 p.m.

The meeting of the City Council for the City of Marion, Kansas was held July 10th, 2023 at 203 N. 3rd, Marion, KS in the lower level at 4:30 p.m. with David Mayfield presiding as Mayor, Council Members, Ruth Herbel, Jerry Kline and Kevin Burkholder, Zach Collett absent. Also in attendance were City Clerk, Janet Robinson, City Administrator, Brogan Jones, Margo Yates, Officer Zach Hudlin, Brendon Kraus, James Masters, Lloyd Meier, Eric Meyer, Ron Herbel, and Deb Gruver with the Marion County Record.

Call to Order: Mayor Mayfield called the meeting to order following the Pledge of Allegiance.

Agenda: Herbel moved to approve the agenda; Mayor Mayfield 2nd; motion carried 4-0.

Approval of Consent Agenda: Herbel moved to approve the Consent Agenda; Kline 2nd; Herbel asked about a bill to Rod's Tire for office supplies; City Clerk stated that the vendor should show Quill, not Rod's Tire. Motion carried 4-0.

Dangerous Structures - James Masters: Masters told council members that 3 properties needed to be addressed that have exceeded their extension dates:

1. 420 E. Moore: Masters stated that progress had been made in the back yard, except for a hole that the property owner would have filled in within 30 days. Herbel made a motion to approve a 30 day extension for the hole to be fixed; Mayfield 2nd; motioned carried 4-0.
2. 129 W Santa Fe: Masters told council members that nothing had changed since the May 3rd update. At 4:45, the property owners, Linda and Darrel entered the council meeting, and told council members that money was tight, and did not have enough to replace the roof. After discussion, the Brewers will get a building permit, which will give them an additional 6 months to address the repairs to the garage and roof.
3. 202 Miller Street: Masters stated that he would like to proceed with the demolishing of the structure on the property, as no progress had been done to clean up the property. Council members instructed Masters to get the resolution to demolish and bring it back to the August 7th Council meeting.

Solar - Brendon Kraus: Brendon Kraus asked council members to consider allowing him to grandfather into the net metering form of billing for his solar, versus having to use the newly adopted parallel generation form of billing. After discussion, City Administer Jones will consult with the City Attorney regarding the best way to handle the situation.

Councilor, Department & Staff Reports: Herbel reported that she had found an ordinance where refunds were allowed on utility bills. Burkholder, Kline, Mayfield, nothing further to report.

Jones reported that the emergency entrance to the hospital along with the curbing was deteriorating on Roosevelt Street, and will get a bid from Davy Hett, the contractor working on Roosevelt Street to repair the driveway and curbing while working on Roosevelt with the hospital reimbursing the City for their share of the cost. Jones stated EMC gave no update. Jones told council members that the KORA training that Attorney General's office holds is a special request and is required to be scheduled in advance, and the League of Municipalities training is \$100.00 per person that is done through zoom. Jones will do more research regarding the KOMA training. Jones requested that \$40,000.00 that was left over from the purchase of the sewer machine be used to purchase a pickup for the maintenance department to haul the sewer machine and the Hydro-Vac machine. Mayor Mayfield instructed Jones to bring back the cost of the pickup purchase to the next council meeting. Jones told council members that 2 memos were sent to employees, one requesting that all accounts of the City of Marion have 3 authorized users, and the hiring of new City Employees, which would now go through the City Administrator first. Jones told council members that the City Council would be appointed as the oversight committee for the Police Department at the July 24th council meeting.

Motion to adjourn: Kline made a motion to adjourn the meeting; Mayor Mayfield 2nd; meeting adjourned.

David Mayfield, Mayor

Janet Robinson, City Clerk

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|-----------------------|------|----------|--------------|--|----------------|---------|--|---------|----|
| CENTRAL NATIONAL BANK | | | | | | | | | |
| INV# 5822 | 1 | 7/24/23 | 7/24/23 | 3813 56 EXPRESS TIRE & SERVICE FIRESTONE ALL SEASON | 411.98 | 01 | 01-00-5437 | LIQ | 1 |
| | 2 | | | TIRE TAX | .50 | 01 | 01-00-5437 | LIQ | 1 |
| | 3 | | | TIRE DISPOSAL | 10.00 | 01 | 01-00-5437 | LIQ | 1 |
| | 4 | | | LABOR | 18.99 | 01 | 01-00-5437 | LIQ | 1 |
| | 5 | | | PARTS | 36.00 | 01 | 01-00-5437 | LIQ | 1 |
| | 6 | | | SHOP SUPPLIES | 4.67 | 01 | 01-00-5437 | LIQ | 1 |
| | 7 | | | HAZMAT | .30 | 01 | 01-00-5437 | LIQ | 1 |
| | 8 | | | PREMIUM STEER SMARTWAY | 724.52 | 02 | 02-06-5403 | LIQ | 1 |
| | 9 | | | TIRE TAX | .50 | 02 | 02-06-5403 | LIQ | 1 |
| | 10 | | | TIRE DISPOSAL-SEMI | 13.50 | 02 | 02-06-5403 | LIQ | 1 |
| | 11 | | | SHOP SUPPLIES | 7.38 | 02 | 02-06-5403 | LIQ | 1 |
| | 12 | | | HAZMAT | 36.90 | 02 | 02-06-5403 | LIQ | 1 |
| | | | | INVOICE TOTAL | 1,265.24 | | | | |
| | | | | VENDOR TOTAL | 1,265.24 | | | | |
| 1225 AIRGAS USA, LLC | | | | | | | | | |
| INV# 5500589465 | 1 | 7/24/23 | 6/30/23 | RENT LARGE ACETYLENE | 9.80 | 02 | 02-01-5021 | LIQ | 1 |
| | 2 | | | RENT LARGE ACETYLENE | 9.80 | 02 | 02-04-5021 | LIQ | 1 |
| | 3 | | | RENT LARGE ACETYLENE | 9.80 | 01 | 01-10-5021 | LIQ | 1 |
| | 4 | | | RENT LARGE ARGON | 4.90 | 02 | 02-01-5021 | LIQ | 1 |
| | 5 | | | RENT LARGE ARGON | 4.90 | 02 | 02-04-5021 | LIQ | 1 |
| | 6 | | | RENT LARGE ARGON | 4.90 | 01 | 01-10-5021 | LIQ | 1 |
| | 7 | | | RENT LARGE OYXGEN | 19.60 | 02 | 02-01-5021 | LIQ | 1 |
| | 8 | | | RENT LARGE OYXGEN | 19.60 | 02 | 02-04-5021 | LIQ | 1 |
| | 9 | | | RENT LARGE OYXGEN | 19.60 | 01 | 01-10-5021 | LIQ | 1 |
| | 10 | | | HAZMAT | 8.85 | 02 | 02-01-5021 | LIQ | 1 |
| | 11 | | | HAZMAT | 8.85 | 02 | 02-04-5021 | LIQ | 1 |
| | 12 | | | HAZMAT | 8.84 | 01 | 01-10-5021 | LIQ | 1 |
| | | | | INVOICE TOTAL | 129.44 | | | | |
| | | | | VENDOR TOTAL | 129.44 | | | | |
| 38 ATMOS ENERGY | | | | | | | | | |
| JUNE | 1 | 7/24/23 | 7/14/23 | MARION WATER WORKS | 36.61 | 01 | 01-10-5015 | LIQ | 1 |
| | 2 | | | MARION WATER WORKS | 36.61 | 02 | E-PAYMNT 1309071 7/24/23 02-01-5015 | LIQ | 1 |
| | 3 | | | MARION WATER WORKS | 36.62 | 02 | E-PAYMNT 1309071 7/24/23 02-04-5015 | LIQ | 1 |
| | 4 | | | MARION CITY HALL | 71.06 | 01 | E-PAYMNT 1309071 7/24/23 01-05-5015 | LIQ | 1 |
| | 5 | | | MARION MUSEUM | 69.06 | 01 | E-PAYMNT 1309071 7/24/23 01-25-5015 | LIQ | 1 |
| | 6 | | | MARION PD/FIRE | 53.81 | 01 | E-PAYMNT 1309071 7/24/23 01-65-5015 | LIQ | 1 |
| | 7 | | | MARION PD/FIRE | 23.06 | 01 | E-PAYMNT 1309071 7/24/23 01-14-5015 | LIQ | 1 |
| | 8 | | | MARION FIRE | 68.22 | 01 | E-PAYMNT 1309071 7/24/23 01-65-5015 | LIQ | 1 |
| | 9 | | | MARION SHOP | 23.68 | 02 | E-PAYMNT 1309071 7/24/23 02-04-5015 | LIQ | 1 |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|------------------|------|----------|--------------|--|----------------|---------|--|---------|----|
| | 10 | | | MARION SHOP | 23.68 | 01 | 01-10-5015 | LIQ | 1 |
| | 11 | | | MARION SHOP | 23.70 | 02 | E-PAYMNT 1309071 7/24/23 02-01-5015 | LIQ | 1 |
| | | | | INVOICE TOTAL | 466.11 | | E-PAYMNT 1309071 7/24/23 | | |
| | | | | VENDOR TOTAL | 466.11 | | | | |
| INV# 68441/68569 | 1 | 7/24/23 | 7/06/23 | 1633 BAKER BROS. PRINTING G CODY BUSINESS CARDS | 59.42 | 10 | 10-00-5062 | LIQ | 1 |
| | 2 | | | ABANDONED VEHICLE STICKERS | 89.00 | 10 | 10-00-5062 | LIQ | 1 |
| | 3 | | | KSN SUMMER ROAD TRIP FLYERS | 31.30 | 01 | 01-11-5276 | LIQ | 1 |
| | | | | INVOICE TOTAL | 179.72 | | | | |
| | | | | VENDOR TOTAL | 179.72 | | | | |
| AUGUST | 1 | 7/24/23 | 7/13/23 | 9 BLUE CROSS/BLUE SHIELD AUGUST 2023 ADMIN | 581.59 | 152 | 01-00-2452 | LIQ | 1 |
| | 2 | | | AUGUST 2023 ADMIN | 1,110.94 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | 3 | | | AUGUST 2023 ADMIN | 595.05 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | 4 | | | AUGUST 2023 ADMIN | 537.56 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | 5 | | | AUGUST 2023 POLICE | 566.61 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | 6 | | | AUGUST 2023 POLICE | 1,075.12 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | 7 | | | AUGUST 2023 S&A | 1,822.33 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | 8 | | | AUGUST 2023 WATER DIST | 327.91 | 252 | E-PAYMNT 1309072 7/24/23 02-00-2452 | LIQ | 1 |
| | 9 | | | AUGUST 2023 WATER PLANT | 537.56 | 252 | E-PAYMNT 1309072 7/24/23 02-00-2452 | LIQ | 1 |
| | 10 | | | AUGUST 2023 WATER PLANT | 566.61 | 252 | E-PAYMNT 1309072 7/24/23 02-00-2452 | LIQ | 1 |
| | 11 | | | AUGUST 2023 SEWER | 566.61 | 252 | E-PAYMNT 1309072 7/24/23 02-00-2452 | LIQ | 1 |
| | 12 | | | AUGUST 2023 ELECTRIC | 1,075.12 | 252 | E-PAYMNT 1309072 7/24/23 02-00-2452 | LIQ | 1 |
| | 13 | | | AUGUST 2023 ELECTRIC | 1,183.02 | 252 | E-PAYMNT 1309072 7/24/23 02-00-2452 | LIQ | 1 |
| | 14 | | | AUGUST 2023 REC | 537.56 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | 15 | | | AUGUST 2023 LIBRARY | 609.73 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | 16 | | | AUGUST 2023 REFUSE | 1,154.06 | 252 | E-PAYMNT 1309072 7/24/23 02-00-2452 | LIQ | 1 |
| | 17 | | | AUGUST 2023 REFUSE | 537.56 | 252 | E-PAYMNT 1309072 7/24/23 02-00-2452 | LIQ | 1 |
| | 18 | | | AUGUST 2023 PARK | 537.56 | 152 | E-PAYMNT 1309072 7/24/23 01-00-2452 | LIQ | 1 |
| | | | | INVOICE TOTAL | 13,922.50 | | E-PAYMNT 1309072 7/24/23 | | |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|-------------------|------|----------|--------------|-----------------------------------|----------------|---------|------------|---------|----|
| VENDOR TOTAL | | | | | 13,922.50 | | | | |
| INV# 926566544 | | | | 55 BORDER STATES INDUSTRIES, INC. | | | | | |
| | 1 | 7/24/23 | 6/30/23 | WR189 2/0 TO 1 H TAP CONN | 96.00 | 02 | 02-04-5020 | LIQ | 1 |
| | 2 | | | DOUBLE BRBD STAPLES | 446.43 | 02 | 02-04-5020 | LIQ | 1 |
| | 3 | | | TAX | 44.75 | 02 | 02-04-5020 | LIQ | 1 |
| | 4 | | | TYPE T FUSE LINK | 18.45 | 02 | 02-04-5020 | LIQ | 1 |
| | 5 | | | TAX | 1.52 | 02 | 02-04-5020 | LIQ | 1 |
| | 6 | | | 2IN 9GA STAPLES | 218.00 | 02 | 02-04-5020 | LIQ | 1 |
| | 7 | | | TAX | 17.99 | 02 | 02-04-5020 | LIQ | 1 |
| | 8 | | | W-K840 | 110.00 | 02 | 02-04-5020 | LIQ | 1 |
| | 9 | | | W-BG | 110.00 | 02 | 02-04-5020 | LIQ | 1 |
| | 10 | | | TAX | 18.16 | 02 | 02-04-5020 | LIQ | 1 |
| INVOICE TOTAL | | | | | 1,081.30 | | | | |
| VENDOR TOTAL | | | | | 1,081.30 | | | | |
| MARION PD REMODEL | | | | 3953 BURHOOP, YVONNE | | | | | |
| | 1 | 7/24/23 | 7/18/23 | LABOR-PAINTING | 2,400.00 | 10 | 10-00-5062 | LIQ | 1 |
| | 2 | | | LABOR-INSTALL SHELVING | 200.00 | 10 | 10-00-5062 | LIQ | 1 |
| | 3 | | | LABOR-FLOORING INSTALL | 2,000.00 | 10 | 10-00-5062 | LIQ | 1 |
| | 4 | | | LOWES-SUPPLIES | 2,400.75 | 10 | 10-00-5062 | LIQ | 1 |
| | 5 | | | MENARDS-SUPPLIES | 553.84 | 10 | 10-00-5062 | LIQ | 1 |
| | 6 | | | MARION HARDWARE-SUPPLIES | 14.70 | 10 | 10-00-5062 | LIQ | 1 |
| | 7 | | | BUILDING CENTER | 14.06 | 10 | 10-00-5062 | LIQ | 1 |
| | 8 | | | LOWES-SUPPLIES | 593.28 | 10 | 10-00-5062 | LIQ | 1 |
| | 9 | | | MENARDS-SUPPLIES | 713.48 | 10 | 10-00-5062 | LIQ | 1 |
| | 10 | | | MENARDS-SUPPLIES | 137.43 | 10 | 10-00-5062 | LIQ | 1 |
| INVOICE TOTAL | | | | | 9,027.54 | | | | |
| VENDOR TOTAL | | | | | 9,027.54 | | | | |
| INV# 4160530377 | | | | 1931 CINTAS CORPORATION #451 | | | | | |
| | 1 | 7/24/23 | 7/05/23 | 3X5 XTRAC MAT INGO | 21.25 | 01 | 01-10-5020 | LIQ | 1 |
| | 2 | | | SM SHOP TWL | 52.20 | 01 | 01-10-5020 | LIQ | 1 |
| | 3 | | | SM SHOP TWL | 24.01 | 01 | 01-10-5020 | LIQ | 1 |
| | 4 | | | SERVICE CHARGE | 18.81 | 01 | 01-10-5020 | LIQ | 1 |
| INVOICE TOTAL | | | | | 116.27 | | | | |
| VENDOR TOTAL | | | | | 116.27 | | | | |
| INV# 3821 | | | | 3916 CITY OF HERINGTON | | | | | |
| | 1 | 7/24/23 | 7/10/23 | JUNE SERVICES JAMES MASTERS | 1,890.00 | 01 | 01-11-5278 | LIQ | 1 |
| INVOICE TOTAL | | | | | 1,890.00 | | | | |
| VENDOR TOTAL | | | | | 1,890.00 | | | | |
| INV# 305797 | | | | 3313 COMPLIANCE ONE | | | | | |
| | 1 | 7/24/23 | 7/07/23 | JULY SUBSTANCE | 4.40 | 02 | 02-02-5024 | LIQ | 1 |
| | 2 | | | JULY SUBSTANCE PROGRAM | 8.80 | 02 | 02-04-5024 | LIQ | 1 |
| | 3 | | | JULY SUBSTANCE PROGRAM | 15.40 | 01 | 01-10-5024 | LIQ | 1 |
| | 4 | | | JULY SUBSTANCE PROGRAM | 2.20 | 02 | 02-01-5024 | LIQ | 1 |
| | 5 | | | JULY SUBSTANCE PROGRAM | 4.40 | 02 | 02-06-5024 | LIQ | 1 |
| | 6 | | | COLLECTION SITE OVERAGE-CODY | 5.00 | 01 | 01-14-5024 | LIQ | 1 |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|-----------------|------|----------|--------------|--------------------------------|----------------|---------|------------|---------|----|
| | 7 | | | COLLECTION SITE OVERAGE-SLATER | 5.00 | 02 | 02-06-5024 | LIQ | 1 |
| | 8 | | | COLLECTION SITE OVERAGE-SCHNEI | 5.00 | 01 | 01-10-5024 | LIQ | 1 |
| | | | | INVOICE TOTAL | 50.20 | | | | |
| | | | | VENDOR TOTAL | 50.20 | | | | |
| JUNE STATEMENT1 | | | | 21 COOPERATIVE GRAIN & SUP. | | | | | |
| | 1 | 7/24/23 | 7/24/23 | FIRE FUEL | 41.61 | 01 | 01-65-5025 | LIQ | 1 |
| | 2 | | | PD FUEL | 367.55 | 01 | 01-14-5025 | LIQ | 1 |
| | 3 | | | ELECTRIC FUEL | 536.70 | 02 | 02-04-5025 | LIQ | 1 |
| | 4 | | | STREET AND ALLEY FUEL | 1,145.82 | 01 | 01-10-5025 | LIQ | 1 |
| | 5 | | | REFUSE FUEL | 734.55 | 02 | 02-06-5025 | LIQ | 1 |
| | 6 | | | WATER DIST FUEL | 70.68 | 02 | 02-02-5025 | LIQ | 1 |
| | 7 | | | SEWER FUEL | 221.45 | 02 | 02-03-5025 | LIQ | 1 |
| | 8 | | | PARK FUEL | 145.02 | 01 | 01-15-5025 | LIQ | 1 |
| | 9 | | | CEMETERY FUEL | 451.49 | 01 | 01-30-5025 | LIQ | 1 |
| | 10 | | | ADMIN FUEL | 72.58 | 01 | 01-00-5025 | LIQ | 1 |
| | 11 | | | T-POST | 330.50 | 01 | 01-10-5020 | LIQ | 1 |
| | | | | INVOICE TOTAL | 4,117.95 | | | | |
| | | | | VENDOR TOTAL | 4,117.95 | | | | |
| INV# 66525612 | | | | 3208 HAWKINS INC. | | | | | |
| | 1 | 7/24/23 | 7/15/23 | 150LB CHLORINE | 70.00 | 02 | 02-02-5310 | LIQ | 1 |
| | | | | INVOICE TOTAL | 70.00 | | | | |
| | | | | VENDOR TOTAL | 70.00 | | | | |
| SOUTH ROOSEVELT | | | | 837 HETT CONSTRUCTION | | | | | |
| | 1 | 7/24/23 | 7/24/23 | CONCRETE PAVING | 58,080.00 | 26 | 26-00-5190 | LIQ | 1 |
| | 2 | | | 1464SF INTERSECTION | 9,735.60 | 26 | 26-00-5190 | LIQ | 1 |
| | 3 | | | 12' CURB AND GUTTER | 300.00 | 26 | 26-00-5190 | LIQ | 1 |
| | | | | INVOICE TOTAL | 68,115.60 | | | | |
| | | | | VENDOR TOTAL | 68,115.60 | | | | |
| INV# 58770 | | | | 1231 HILLSBORO FORD-MERCURY | | | | | |
| | 1 | 7/24/23 | 7/07/23 | LABOR | 372.45 | 02 | 02-04-5409 | LIQ | 1 |
| | 2 | | | TUBE EXHAUST | 143.20 | 02 | 02-04-5409 | LIQ | 1 |
| | 3 | | | SEAL | 11.91 | 02 | 02-04-5409 | LIQ | 1 |
| | 4 | | | ANTI FREEZE | 24.67 | 02 | 02-04-5409 | LIQ | 1 |
| | 5 | | | LABOR | 1,133.70 | 02 | 02-04-5409 | LIQ | 1 |
| | 6 | | | KIT | 6.53 | 02 | 02-04-5409 | LIQ | 1 |
| | 7 | | | O RING | 13.34 | 02 | 02-04-5409 | LIQ | 1 |
| | 8 | | | A/C CORE | 17.12 | 02 | 02-04-5409 | LIQ | 1 |
| | 9 | | | COMPRESSOR ASY | 480.50 | 02 | 02-04-5409 | LIQ | 1 |
| | 10 | | | V-BELT | 61.27 | 02 | 02-04-5409 | LIQ | 1 |
| | 11 | | | ACCUMULATOR AS | 237.60 | 02 | 02-04-5409 | LIQ | 1 |
| | 12 | | | LABOR | 181.94 | 02 | 02-04-5409 | LIQ | 1 |
| | 13 | | | A/C DYE | 1.72 | 02 | 02-04-5409 | LIQ | 1 |
| | 14 | | | PAG OIL | 3.43 | 02 | 02-04-5409 | LIQ | 1 |
| | | | | INVOICE TOTAL | 2,689.38 | | | | |
| | | | | VENDOR TOTAL | 2,689.38 | | | | |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|----------------------|------|----------|--------------|---|----------------|---------|--|---------|----|
| INV# 2306-261 | 1 | 7/24/23 | 6/30/23 | 66 HOCH PUBLISHING CO INC. MOWING BID | 44.85 | 01 | 01-00-5028 | LIQ | 1 |
| | 2 | | | FIREWORKS SCHEDULE | 94.00 | 01 | 01-00-5028 | LIQ | 1 |
| | 3 | | | PUBLIC HEARING | 49.85 | 01 | 01-00-5028 | LIQ | 1 |
| | | | | INVOICE TOTAL | 188.70 | | | | |
| | | | | VENDOR TOTAL | 188.70 | | | | |
| BILL AND ESSIE'S DON | 1 | 7/24/23 | 7/19/23 | 3948 JONES, MEGAN DONATION | 100.00 | 10 | 10-00-5064 | LIQ | 1 |
| | | | | INVOICE TOTAL | 100.00 | | | | |
| | | | | VENDOR TOTAL | 100.00 | | | | |
| JUNE1 | 1 | 7/24/23 | 7/12/23 | 3243 KANSAS POWER POOL TRANSMISSION | 43,790.87 | 02 | 02-04-5551 | LIQ | 1 |
| | 2 | | | ADMINISTRATIVE | 8,591.55 | 02 | 02-04-5551 | LIQ | 1 |
| | 3 | | | CAPACITY DEMAND | 26,659.84 | 02 | 02-04-5551 | LIQ | 1 |
| | 4 | | | ENERGY | 56,937.70 | 02 | 02-04-5551 | LIQ | 1 |
| | 5 | | | FEB 2021 STORM CHARGE | 1,707.41 | 02 | 02-04-5551 | LIQ | 1 |
| | 6 | | | DISTRIBUTION CHARGE | 89.76 | 02 | 02-04-5551 | LIQ | 1 |
| | 7 | | | VOLTAGE UPGRADE | 20,178.45 | 02 | 02-04-5553 | LIQ | 1 |
| | | | | INVOICE TOTAL | 157,955.58 | | | | |
| | | | VENDOR TOTAL | 157,955.58 | | | | | |
| KPWSLF PROJECT NO. 2 | 1 | 7/24/23 | 7/18/23 | 3348 KDHE-BUREAU OF WATER KPWSLF PROJECT NUMBER 2987 | 63,116.98 | 02 | 02-01-5155 | LIQ | 1 |
| | 2 | | | INTEREST | 4,910.90 | 02 | 02-01-5155 | LIQ | 1 |
| | 3 | | | SERVICE FEE | 18,380.80 | 02 | 02-01-5155 | LIQ | 1 |
| | | | | INVOICE TOTAL | 86,408.68 | | | | |
| | | | VENDOR TOTAL | 86,408.68 | | | | | |
| INV# 506424712 | 1 | 7/24/23 | 7/16/23 | 1798 KONICA MINOLTA PREMIER FINANCE CONTRACT PAYMENT | 127.29 | 01 | 01-00-5255 | LIQ | 1 |
| | 2 | | | COLOR OVERAGE | 39.38 | 01 | E-PAYMNT 1309073 7/24/23 01-00-5255 | LIQ | 1 |
| | 3 | | | BLACK AND WHITE OVERAGE | 81.17 | 01 | E-PAYMNT 1309073 7/24/23 01-00-5255 | LIQ | 1 |
| | 4 | | | SUPPLY FREIGHT | 9.00 | 01 | E-PAYMNT 1309073 7/24/23 01-00-5255 | LIQ | 1 |
| | | | | INVOICE TOTAL | 256.84 | | E-PAYMNT 1309073 7/24/23 | | |
| | | | VENDOR TOTAL | 256.84 | | | | | |
| INV# 7067 | 1 | 7/24/23 | 7/17/23 | 122 LEAGUE OF KS MUNICIPALITIES 2023 ANNUAL CONFERENCE | 250.00 | 01 | 01-00-5250 | LIQ | 1 |
| | 2 | | | MTI SESSION | 125.00 | 01 | 01-00-5250 | LIQ | 1 |
| | | | | INVOICE TOTAL | 375.00 | | | | |
| | | | VENDOR TOTAL | 375.00 | | | | | |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|-------------------------------------|------|----------|--------------|--------------------------|----------------|---------|------------|---------|----|
| 1932 MARION CO. TRANSFER STATION | | | | | | | | | |
| TICKETS 810069/71/73 | 1 | 7/24/23 | 6/30/23 | RECYCLING TICKET 810069 | 79.54 | 02 | 02-06-5040 | LIQ | 1 |
| | 2 | | | RECYCLING TICKET 810071 | 68.88 | 02 | 02-06-5040 | LIQ | 1 |
| | 3 | | | RECYCLING TICKET 810073 | 109.06 | 02 | 02-06-5040 | LIQ | 1 |
| | 4 | | | RECYCLING TICKET 810075 | 128.74 | 02 | 02-06-5040 | LIQ | 1 |
| | | | | INVOICE TOTAL | 386.22 | | | | |
| | | | | VENDOR TOTAL | 386.22 | | | | |
| 3726 ONSOLVE | | | | | | | | | |
| INV# 15286217 | 1 | 7/24/23 | 7/15/23 | CODE RED RENEWAL | 1,878.83 | 01 | 01-00-5010 | LIQ | 1 |
| | | | | INVOICE TOTAL | 1,878.83 | | | | |
| | | | | VENDOR TOTAL | 1,878.83 | | | | |
| 2044 PACE ANALYTICAL SERVICES, INC. | | | | | | | | | |
| INV# 2360187860 | 1 | 7/24/23 | 7/12/23 | SUSPENDED SOLIDS | 51.40 | 02 | 02-03-5012 | LIQ | 1 |
| | 2 | | | IC ANIONS 28 DAYS | 31.50 | 02 | 02-03-5012 | LIQ | 1 |
| | 3 | | | AMMONIA | 31.50 | 02 | 02-03-5012 | LIQ | 1 |
| | 4 | | | ELECTROMETRIC | 18.70 | 02 | 02-03-5012 | LIQ | 1 |
| | 5 | | | BOD 5 DAY | 109.60 | 02 | 02-03-5012 | LIQ | 1 |
| | 6 | | | ENVIRONMENTAL IMPACT FEE | 25.00 | 02 | 02-03-5012 | LIQ | 1 |
| | 7 | | | E COLI COUNT | 93.20 | 02 | 02-03-5012 | LIQ | 1 |
| | 8 | | | SAMPLE DISPOSAL | 12.00 | 02 | 02-03-5012 | LIQ | 1 |
| | | | | INVOICE TOTAL | 372.90 | | | | |
| | | | | VENDOR TOTAL | 372.90 | | | | |
| 3069 QUILL CORPORATION | | | | | | | | | |
| INV# 33433053 | 1 | 7/24/23 | 7/12/23 | POWER STRIP | 33.99 | 01 | 01-00-5020 | LIQ | 1 |
| | 2 | | | PHONE CONNECTOR | 7.59 | 01 | 01-00-5020 | LIQ | 1 |
| | 3 | | | SCOTT PAPER TOWEL | 25.99 | 01 | 01-05-5020 | LIQ | 1 |
| | 4 | | | CHAIR MAT | 38.99 | 01 | 01-11-5020 | LIQ | 1 |
| | 5 | | | WINDEX | 7.99 | 01 | 01-05-5020 | LIQ | 1 |
| | 6 | | | SHIPPING | 2.75 | 01 | 01-00-5020 | LIQ | 1 |
| | | | | INVOICE TOTAL | 117.30 | | | | |
| | | | | VENDOR TOTAL | 117.30 | | | | |
| 3947 RENSENHOUSE | | | | | | | | | |
| INV# 1996-1044792 | 1 | 7/24/23 | 7/13/23 | 300V PHOTOCNTRL | 50.70 | 02 | 02-04-5020 | LIQ | 1 |
| | 2 | | | 300V PHOTOCNTRL | 152.10 | 02 | 02-04-5020 | LIQ | 1 |
| | | | | INVOICE TOTAL | 202.80 | | | | |
| | | | | VENDOR TOTAL | 202.80 | | | | |
| 3691 RHINO CAR WASH | | | | | | | | | |
| INV# 21-1 | 1 | 7/24/23 | 7/08/23 | CAR WASH-PD | 9.00 | 01 | 01-14-5416 | LIQ | 1 |
| | 2 | | | CAR WASH-PD | 9.00 | 01 | 01-14-5409 | LIQ | 1 |
| | 3 | | | CAR WASH-PD | 7.00 | 01 | 01-14-5417 | LIQ | 1 |
| | 4 | | | CAR WASH-PD | 11.00 | 01 | 01-14-5416 | LIQ | 1 |
| | 5 | | | CAR WASH-PD | 9.00 | 01 | 01-14-5416 | LIQ | 1 |
| | 6 | | | CAR WASH-PD | 11.00 | 01 | 01-14-5416 | LIQ | 1 |
| | 7 | | | CAR WASH-PD | 7.00 | 01 | 01-14-5417 | LIQ | 1 |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|-------------------|------|----------|--------------|--|----------------|---------|--|---------|----|
| | | | | INVOICE TOTAL | 63.00 | | | | |
| | | | | VENDOR TOTAL | 63.00 | | | | |
| MOWING | 1 | 7/24/23 | 7/13/23 | 3951 RICHTER, RYAN 1002 E NICKERSON | 30.00 | 01 | 01-15-5010 | LIQ | 1 |
| | | | | INVOICE TOTAL | 30.00 | | | | |
| | | | | VENDOR TOTAL | 30.00 | | | | |
| INV# S100246870 | 1 | 7/24/23 | 7/14/23 | 84 SALINA SUPPLY COMPANY CADETPRO 12" TANK | 72.00 | 01 | 01-30-5020 | LIQ | 1 |
| | 2 | | | CADETPRO RH EL BOWL | 128.00 | 01 | 01-30-5020 | LIQ | 1 |
| | 3 | | | WOOD SEAT | 19.56 | 01 | 01-30-5020 | LIQ | 1 |
| | 4 | | | DELIVERY FEE | 10.00 | 01 | 01-30-5020 | LIQ | 1 |
| | | | | INVOICE TOTAL | 229.56 | | | | |
| | | | | VENDOR TOTAL | 229.56 | | | | |
| INV# 5565526 | 1 | 7/24/23 | 7/06/23 | 140 STANION WHOLESALE ELECTRIC CO 100A FUSE | 320.49 | 02 | 02-04-5020 | LIQ | 1 |
| | 2 | | | 300 AMP SOLID BLADE | 797.16 | 02 | 02-04-5020 | LIQ | 1 |
| | 3 | | | DELIVERY CHARGE | 5.00 | 02 | 02-04-5020 | LIQ | 1 |
| | 4 | | | TAX | 92.62 | 02 | 02-04-5020 | LIQ | 1 |
| | 5 | | | 2.5 IN CONDUIT STRAP | 243.88 | 02 | 02-04-5020 | LIQ | 1 |
| | 6 | | | TAX | 20.12 | 02 | 02-04-5020 | LIQ | 1 |
| | | | | INVOICE TOTAL | 1,479.27 | | | | |
| | | | | VENDOR TOTAL | 1,479.27 | | | | |
| BOND PAYMENT1 | 1 | 7/24/23 | 7/12/23 | 343 STATE TREASURER SERIES 2012 PRINCIPAL | 105,000.00 | 12 | 12-00-5043 | LIQ | 1 |
| | 2 | | | SERIES 2012 INTEREST | 21,687.50 | 12 | 12-00-5044 | LIQ | 1 |
| | | | | INVOICE TOTAL | 126,687.50 | | | | |
| | | | | VENDOR TOTAL | 126,687.50 | | | | |
| INV#1213007012023 | 1 | 7/24/23 | 6/25/23 | 3841 VISION CARE DIRECT JULY PREMIUM | 46.24 | 157 | 01-00-2457 | LIQ | 1 |
| | 2 | | | JULY PREMIUM | 25.46 | 257 | E-PAYMNT 1309074 7/24/23 02-00-2457 | LIQ | 1 |
| | 3 | | | JULY PREMIUM | 15.90 | 257 | E-PAYMNT 1309074 7/24/23 02-00-2457 | LIQ | 1 |
| | | | | INVOICE TOTAL | 87.60 | | E-PAYMNT 1309074 7/24/23 | | |
| | | | | VENDOR TOTAL | 87.60 | | | | |
| INV# 191054 | 1 | 7/24/23 | 7/06/23 | 1383 WEIS FIRE & SAFETY EQUIP. CO. TRAK COMPLETE ASSEMBLY | 167.28 | 01 | 01-65-5036 | LIQ | 1 |
| | 2 | | | FREIGHT | 31.40 | 01 | 01-65-5036 | LIQ | 1 |
| | | | | INVOICE TOTAL | 198.68 | | | | |
| | | | | VENDOR TOTAL | 198.68 | | | | |

SCHEDULED CLAIMS LIST

| INVOICE# | LINE | DUE DATE | INVOICE DATE | REFERENCE | PAYMENT AMOUNT | DIST ID | GL ACCOUNT | CK TYPE | SQ |
|-------------|------|----------|--------------|--|----------------|---------|------------|---------|----|
| INV# 118780 | 1 | 7/24/23 | 7/13/23 | 99 WESTERN ASSOCIATES, INC. UPS FREIGHT | 15.37 | 02 | 02-03-5016 | LIQ | 1 |
| | | | | INVOICE TOTAL | 15.37 | | | | |
| | | | | VENDOR TOTAL | 15.37 | | | | |
| 7/2023 | 1 | 7/24/23 | 7/19/23 | 3868 TY ZEINER AIRPORT MOWING GRASS RUNWAYS | 335.00 | 01 | 01-16-5300 | LIQ | 1 |
| | | | | INVOICE TOTAL | 335.00 | | | | |
| | | | | VENDOR TOTAL | 335.00 | | | | |
| | | | | CENTRAL NATIONAL BANK TOTAL | 480,490.08 | | | | |
| | | | | TOTAL MANUAL CHECKS | .00 | | | | |
| | | | | TOTAL E-PAYMENTS | 14,733.05 | | | | |
| | | | | TOTAL PURCH CARDS | .00 | | | | |
| | | | | TOTAL ACH PAYMENTS | .00 | | | | |
| | | | | TOTAL OPEN PAYMENTS | 465,757.03 | | | | |
| | | | | GRAND TOTALS | 480,490.08 | | | | |



112 N. 5th Street | Marion, KS 66861 | Phone (620) 382-2651 | Fax (620) 382-2699

Memo

To: Brogan Jones/ City Administrator

From: Gideon Cody/ Chief of Police

Date: 07/15/2023

Re: Bias-Based Policing Community Advisory Board (Policy)

City of Marion, Kansas

Policy: Appointment of City Council as Bias-Based Policing Community Advisory Board (07/24)

I. Purpose

The purpose of this policy is to establish the City Council of Marion, Kansas as the official Bias-Based Policing Community Advisory Board (CBP CAB) in accordance with the provisions of the Kansas Statutes Annotated (KSA) 22-4610(d). By appointing the City Council as the CBP CAB, the City of Marion aims to ensure transparency, accountability, and community involvement in addressing bias-based policing concerns within the jurisdiction.

II. Definitions

City Council: The elected governing body of the City of Marion, Kansas.

Bias-Based Policing: Any law enforcement action or practice that relies on stereotypes or prejudices based on an individual's race, ethnicity, national origin, religion, gender, sexual orientation, gender identity, or any other characteristic protected by law.



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III. Authority and Responsibilities

The City Council shall assume the responsibilities and powers of the Bias-Based Policing Community Advisory Board as outlined in KSA 22-4610(d).

The City Council, as the CBP CAB, shall be responsible for receiving and addressing complaints and concerns related to bias-based policing within the jurisdiction of the City of Marion.

The City Council shall review and analyze data, reports, and any relevant information pertaining to bias-based policing incidents or practices and make recommendations for improvements, policy changes, or corrective actions.

The City Council shall work collaboratively with law enforcement agencies, community organizations, and the public to foster transparency, build trust, and develop strategies to prevent and address bias-based policing.

The City Council shall ensure that submission of an annual report to the appropriate state agencies, as required by law, summarizing their activities, recommendations, and progress in addressing bias-based policing.

IV. Membership and Composition

The City Council shall serve as the members of the Bias-Based Policing Community Advisory Board.

The Mayor shall act as the Chairperson of the CBP CAB and shall preside over its meetings.

The City Council shall appoint a designee to act as the Vice-Chairperson, who shall assume the Chairperson's responsibilities in their absence.

The City Administrator or their designee shall act as the Secretary and be responsible for maintaining records, documenting proceedings, and distributing meeting minutes.

V. Meetings and Procedures

The CBP CAB shall meet regularly, at a frequency determined by the City Council, to fulfill its duties and responsibilities.

Meetings shall be conducted in accordance with the Kansas Open Meetings Act, ensuring transparency and public access to the proceedings, unless matters of confidentiality or privacy arise.



112 N. 5th Street | Marion, KS 66861 | Phone (620) 382-2651 | Fax (620) 382-2699

The CBP CAB shall establish its own rules of procedure and may adopt additional bylaws as necessary, provided they are consistent with applicable laws and regulations.

VI. Confidentiality and Privacy

The CBP CAB shall handle all complaints, discussions, and personal information in a confidential manner, in compliance with applicable privacy laws and regulations.

Information regarding individual complaints or ongoing investigations shall not be publicly disclosed unless authorized by law or with the consent of the involved parties.

VII. Training and Education

The City Council, as members of the CBP CAB, shall receive appropriate training and education on bias-based policing, community relations, civil rights, and related topics to enhance their understanding and effectiveness in fulfilling their duties.

VIII. Reporting and Accountability

The City Council, acting as the CBP CAB, shall report regularly to the City Administrator and provide updates on its activities, recommendations, and progress in addressing bias-based policing.

The City Administrator shall support the CBP CAB's efforts and collaborate with the City Council to ensure the implementation of recommended changes and improvements.

IX. Severability

If any provision or section of this policy is deemed invalid or unenforceable, the remaining provisions shall remain in effect.

X. Review and Amendments

This policy shall be subject to periodic review and may be amended or revised by the City Council as necessary to ensure its continued effectiveness and compliance with applicable laws.

This policy is hereby adopted by the City Council of Marion, Kansas, and shall be effective as of the date indicated.

/s/ Gideon Cody

Chief of Police



112 N. 5th Street | Marion, KS 66861 | Phone (620) 382-2651 | Fax (620) 382-2699

Marion, Kansas

Date: July 12, 2023

KANSAS WATER OFFICE

WATER PURCHASE CONTRACT NO. 23-1

This contract is executed and entered into this _____ day of _____, 2023, by and between the State of Kansas, as represented by the Kansas Water Office (hereinafter referred to as the "State"), an authorized agency to enter such contracts for the State of Kansas and the City of Marion, Marion County, Kansas, (hereinafter referred to as the "Purchaser").

RECITALS

WHEREAS, the Purchaser desires to purchase a supply of Raw Water for a municipal and industrial water supply; and

WHEREAS, the State has signed Agreements (Contract Nos. DACW56-76-C-0133 and DACW56-96-WS-0002) with the United States of America under the provisions of the Water Supply Act of 1958 (Title III, P.L. 85-500), for water supply storage space in the Reservoir; and

WHEREAS, the State has filed appropriate water reservation rights with priority dates of March 27, 1974 and September 22, 1994, authorizing it to divert and store water in the conservation storage water supply capacity in the Reservoir; and

WHEREAS, the Director is authorized by K.S.A. 74-2615, and by K.S.A. 82a-1305, to negotiate contracts for the sale of water from the conservation storage water supply capacity in the Reservoir committed to the State; and

WHEREAS, the Purchaser filed an appropriate application on December 23, 2022, with the State to negotiate the purchase of Raw Water from the Reservoir, in compliance with the State Water Plan Storage Act, K.S.A. 82a-1301, *et seq.*; and

WHEREAS, on December 23, 2022, the Purchaser provided a written notice requesting to enter into negotiations for a contract with the Director; and

WHEREAS, on January 24, 2023, the Authority granted permission to the Director to enter into negotiations with the Purchaser; and

WHEREAS, the Purchaser's immediate and projected water supply needs can be provided from the Reservoir; and

WHEREAS, the withdrawal of up to 237.5 million gallons of Raw Water annually from the Reservoir for use by the Purchaser is in the interest of the people of the State of Kansas and will advance the purposes set forth in Article 9 of Chapter 82a of Kansas Statutes Annotated; and

WHEREAS, the quantity of Raw Water from the Reservoir being negotiated does not exceed the yield capability from the conservation storage water supply capacity in the Reservoir that is available to the State for use under the water marketing program through a drought having a two percent chance of occurrence in any one year.

NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

ARTICLE 1. DEFINITIONS

As used in this contract, unless the context otherwise requires:

- a. "Authority" means the Kansas Water Authority, per K.S.A. 74-2622, or its successor.
- b. "Contract Quantity" means the quantity of Raw Water from the State's conservation storage water supply capacity in the Reservoir as set out in Article 6, paragraph (a).
- c. "Director" means the Director of the Kansas Water Office, his or her successor, or designated representative.
- d. "Minimum Charge" means the annual payment set out in Article 7 paragraph (b).
- e. "Party" or "Parties" means the State of Kansas, as represented by the Kansas Water Office, and the Purchaser.

f. "Point of withdrawal from the reservoir" means the point at which water is taken from the Reservoir by pump, siphon, canal, or any other device or released through the dam by gates, conduits, or any other means.

g. "Raw Water" refers to untreated water from the Reservoir.

h. "Reservoir" means Marion Reservoir in Marion County, Kansas.

i. "Water Right" and "Water Rights" means vested and appropriation water rights established pursuant to the Kansas Water Appropriation Act, K.S.A. 82a-701, *et seq.*

ARTICLE 2. TERM OF THE CONTRACT

The term of this contract shall be for a period of forty (40) years beginning on October 4, 2023. The Purchaser may begin withdrawing Raw Water under this contract on October 4, 2023.

ARTICLE 3. LEGISLATIVE DISAPPROVAL AND REVOCATION

This contract, and all amendments and renewals, are subject to disapproval and revocation by the Kansas Legislature as provided in K.S.A. 82a-1307.

ARTICLE 4. UNITED STATES APPROVAL

a. The Purchaser shall secure the right from the United States to construct, modify, alter, or maintain installations and facilities at the Point of Withdrawal from the Reservoir as the Purchaser shall deem necessary to effectuate the terms of this contract when any such installations and facilities are on federal lands.

b. The Purchaser shall bear any and all costs of construction, modification, operation, and maintenance of Purchaser-owned, leased, or constructed installations and facilities.

c. The Purchaser shall provide the Director, upon written request, with proof of any easement granted by the United States for rights-of-way across, in, and upon federal land required for intake, transmission of Raw Water, and necessary appurtenances by and for the benefit of the Purchaser.

ARTICLE 5. COMPLIANCE WITH KANSAS STATUTES AND REGULATIONS

- a. This contract is subject to all applicable federal and state statutes and regulations including specifically, but not by way of limitation, the Kansas Water Appropriation Act, K.S.A. 82a-701, *et seq.*; the State Water Resource Planning Act, K.S.A. 82a-901, *et seq.*; the State Water Plan, K.S.A. 82a-927, *et seq.*; and the State Water Plan Storage Act, K.S.A. 82a-1301, *et seq.* All references to statutes, rules, and regulations in this contract include any applicable amendments enacted after the execution of this contract.
- b. The Parties agree to comply with all applicable statutes and regulations.

ARTICLE 6. QUANTITY OF WATER

- a. Contract Quantity. During the term of this contract, defined in Article 2, and subject its conditions, the Purchaser is entitled to withdraw not more than 237.5 million gallons of Raw Water from the State's conservation storage water supply in the Reservoir during any one (1) calendar year. If the Purchaser does not withdraw the entire Contract Quantity in any calendar year, the unused amount of water shall not add to the Purchaser's entitlement during any subsequent year.
- b. Review and Adjustment. The Director shall review the quantity and purposes for which water is used on the sixth anniversary of the execution of this contract and on each annual anniversary for the remaining portion of the term of this contract. The Director may adjust the total amount of water contracted for on the sixth anniversary of the execution of the contract and on each annual anniversary thereafter, if the Purchaser does not begin full payment for the water under contract and another water user is ready, willing, and able to contract for such water.
- c. Water Rights. Any Water Rights acquired by the Purchaser after, and having priority dates later than the date of execution of this contract, and any water diverted pursuant to such rights, shall not be used by the Purchaser to offset or reduce the Contract Quantity or the Purchaser's payment obligations, as provided in Article 9.

d. The Purchaser may withdraw Raw Water from the Reservoir in accordance with the terms of this contract without obtaining a permit or Water Right under the Kansas Water Appropriation Act. Rights of the Purchaser under this contract shall be entitled to the same protection as any other vested property interest including vested water rights, water appropriation rights, and approved applications for permit to appropriate water.

ARTICLE 7. PRICE OF WATER

a. Price. The Purchaser agrees to pay the State, at the rate set in accordance with K.S.A. 82a-1306, for each one thousand (1,000) gallons of Raw Water withdrawn or Raw Water which must be paid for under terms of this contract; provided, however, that the Purchaser is obligated and agrees to pay the Minimum Charge in accordance with this Article regardless of the quantity of Raw Water actually withdrawn, except as provided in Article 13. The rate for Raw Water which must be paid for under terms of this contract shall be \$0.473 for each one thousand (1,000) gallons during calendar year 2023.

b. Minimum Charge. The Purchaser agrees to pay to the State a Minimum Charge whether or not water is withdrawn during any calendar year during the term of this contract. The Minimum Charge for each calendar year shall be determined as provided in K.S.A. 82a-1306. The Minimum Charge for calendar year 2023 and each succeeding calendar year shall be the sum of the following two components:

(1) fifty (50) percent of the Contract Quantity multiplied by the rate established in accordance with paragraph (a) of this Article or as adjusted in accordance with paragraph (c) of this Article; and

(2) a charge on the remaining fifty (50) percent of the Contract Quantity computed by multiplying the net amount of moneys advanced from state funds for costs incurred and associated with that portion of the conservation storage water supply under the State Water Marketing Program by the average rate of interest earned during the past calendar year by the Pooled Money Investment Board on thirty (30) day repurchase agreements.

c. Review and Adjustment of Rates. The Director shall review the rate stated in this Article by July 15 of each year during the term of this contract and, as provided in K.S.A. 82a-1306, may adjust the rate effective January 1 of the following year. Such adjusted rate shall be charged for all Raw Water withdrawn by the Purchaser or all Raw Water which must be paid for under terms of this contract. The Director shall notify the Purchaser in writing by July 31 of each year of the adjusted rate which will become effective on January 1 of the ensuing year. Failure to furnish such notification by July 31 shall not relieve the Purchaser of the obligation to pay such adjusted rate.

ARTICLE 8. PURPOSE AND PLACE OF USE

a. Purpose. Water purchased under this contract shall be used for purposes which are stated in the recitals.

b. Place of Use. The place of use for water purchased under this contract shall be within and in the immediate vicinity, as defined at K.A.R. 5-1-1(mm), of the City of Marion, Marion County, Kansas.

c. Approval of Change in Place of Use. The Purchaser shall inform the Director of any intention to sell any Raw Water under this contract to any person or entity located outside the place of use defined in paragraph (b) of this Article. Whenever the Purchaser shall propose to enter into a contract to sell Raw Water purchased under this contract to any such person or entity outside the defined place of use, the Purchaser shall, before execution thereof, submit a copy of such contract to the Director for review by the Authority. The Purchaser agrees not to execute and enter into any such contracts unless approved by the Authority.

ARTICLE 9. BILLING AND PAYMENT SCHEDULE

a. Payments. Remittance of the Minimum Charge, as provided in Article 7 (b) and this Article shall be paid to the State in either one annual payment on or before the due date established in Article 9, or in equal monthly installments during the calendar year in which the Minimum Charge is due, whether or not water is withdrawn during the calendar year.

b. Determination of Charges. Charges for Raw Water for which payment is required shall be determined by the State in accordance with K.S.A. 82a-1308a. The Purchaser acknowledges and agrees that rate computations are subject to change, based on subsequent amendments to State statutes that may affect the terms of this contract.

c. Water Subject to Payment. The Purchaser shall pay as specified in this contract for all Raw Water withdrawn under terms of this contract up to the maximum quantity obligated by this contract (237.5 million gallons per year). In no event shall the Purchaser be permitted to withdraw more than the maximum of 237.5 million gallons in any one calendar year.

d. Initial Minimum Charge. The initial Minimum Charge shall become due within 30 days after the execution of this contract. Remittance of the initial Minimum Charge shall be in accordance with paragraph (a) of this Article. Payment of the initial Minimum Charge shall entitle the Purchaser to receive up to one-half (1/2) of the maximum annual quantity of Raw Water in 2023 as set forth in Article 6, without additional charge.

e. Subsequent Minimum Charges. On each subsequent January 1st, the Minimum Charge shall be in accordance with paragraph (a) of this Article. Payment of the Minimum Charge shall entitle the Purchaser to receive during the calendar year, without additional charge, one-half (1/2) of the maximum annual quantity obligated under terms of this contract.

f. Water in Excess of Minimum. Within thirty (30) days after the end of each calendar year during the term of this contract, the State shall bill the Purchaser for any Raw Water withdrawn during the calendar year in excess of the amount of Raw Water used to compute the Minimum Charge. The Purchaser shall be given credit for the proportionate share of the payment which was made as an interest charge on the net amount of monies advanced from the State General Fund for the costs incurred and associated with providing fifty (50) percent of the total annual amount of water contracted for purchase during that calendar year. Remittance for payments for Raw Water withdrawn in excess of the quantity used to calculate the

Minimum Charge shall be paid to the State in full within thirty (30) days after receipt of a bill from the State.

g. Overpayment or Underpayment. If for reason of error in computation, measuring device malfunction, or other causes, there is an overpayment or underpayment to the State by the Purchaser of the charges required by this contract, such overpayment shall be reimbursed or underpayment shall be billed, as the case may be. The State shall notify the Purchaser thereof in writing. However, all charges made in any year shall be conclusively presumed to be correct six (6) months after the end of such year.

h. Adjustment for Apportionment. In the event the Purchaser is unable in any year to withdraw the quantity used to calculate the Minimum Charge due to an apportionment under paragraph (c) of Article 13, the amount of the Minimum Charge actually paid in excess of the charge for the amount of Raw Water actually withdrawn by Purchaser shall be credited to reduce the Minimum Charge obligation of the Purchaser for the subsequent calendar year.

i. Overdue Payments. If the Purchaser fails to make any of the payments when due, then the overdue payments shall bear interest, compounded annually at the rate prescribed in K.S.A. 82a-1317. This shall not be construed as giving the Purchaser the option of either making payments when due or paying interest, nor shall it be construed as waiving any of the rights of the State that might result from such default by the Purchaser.

j. Payments. Any payments due and payable to the Kansas Water Office under the terms of this contract shall be transferred electronically under such arrangements as the Purchaser and the State determine or shall be sent to:

Kansas Water Office
Attention: Accounts Payable/Water Marketing
900 SW Jackson Street, Suite 404
Topeka, KS 66612

ARTICLE 10. POINT OF WITHDRAWAL

The point of withdrawal from the reservoir shall be in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section 27, Township 19 South, Range 3 East, in Marion County, Kansas. Withdrawal of water from the reservoir will be through the 24-inch diameter water supply pipe provided in the structure or through other conduits available at the reservoir. Transport of water from the point of withdrawal will be through a water pipeline and pumping station to be constructed, operated, and maintained by the Purchaser. Any modification to the existing connection to the 24-inch diameter water supply pipe provided in the structure shall be done at Purchaser's expense. Any reduction in quantity beyond the point of withdrawal shall be the responsibility of the Purchaser.

ARTICLE 11. METERING OF WATER

- a) The Purchaser shall, at its own expense, furnish, install, operate, and maintain a commercial measuring device at the Point of Withdrawal as ordered by the Director or that complies with the Kansas Water Appropriation Act and the rules and regulations adopted by the Kansas Department of Agriculture, Division of Water Resources ("DWR").
- b) The Purchaser shall test and calibrate all measuring devices upon installation and thereafter as necessary or whenever requested by the Director, but not more frequently than once every twelve (12) months. A measuring device that meets the standards set forth in DWR regulations shall be deemed to be accurate. Testing and calibration of measuring devices must comply with DWR regulations.
- c) The previous readings of any measuring device disclosed by a test to be inaccurate shall be corrected for the three (3) months previous to such test or one-half (1/2) the period since the last test, whichever is shorter, in accordance with the percentage of inaccuracy found by such tests.
- d) If any measuring device fails to register for any period, the amount of Raw Water furnished during such period shall be determined by the Director, in consultation with the Purchaser.

- e) During the withdrawal of Raw Water the Purchaser shall, upon the Director's request, read the measuring device and send such readings to the Director on a weekly basis.
- f) The Purchaser shall provide to the State monthly reports of all water diverted from any sources under authority of Water Rights acquired and subject to Article 6 paragraph (c).
- g) Representatives of the State shall, at all reasonable times, have access to the measuring device for the purpose of verifying all readings.
- h) The State may measure withdrawals by other suitable means to verify the accuracy of the Purchaser's measuring device or to measure the amount of Raw Water withdrawn when the Purchaser's measuring device fails to register.

ARTICLE 12. WATER WITHDRAWAL

Initial withdrawal of water under this contract will be on the 4th day of October 2023. Upon request by the Director, the Purchaser shall provide notification, in writing, of the estimated amounts, dates, and rates of withdrawal for the time period identified by the Director. In no event, during the term of this contract, shall the Purchaser withdraw water in excess of the maximum daily rate of 2.0 million gallons.

ARTICLE 13. CONTINUITY OF WATER SERVICE

- a. The Director shall make all reasonable efforts to perfect and protect the water reservation rights necessary for the satisfaction of the State's water supply commitment. In the event it becomes necessary for any reason to apportion the water among all of the persons having contracts to purchase water from the conservation storage water supply capacity in the Reservoir, or to temporarily discontinue the furnishing of water to such persons, the Director will give each person oral notice, followed by a written notice, of such action as far in advance as is reasonably practicable.
- b. The Director, Kansas Water Office, and the Authority shall not be responsible for, or have any legal liability for any insufficiency of water, or for the apportionment thereof, and the duty of the

Director, Kansas Water Office, and the Authority to furnish water is specifically subject to the following conditions:

(1) If the total amount of water contracted for withdrawal by all purchasers from the Reservoir in any year is greater than the supply available from the conservation storage water supply in the Reservoir, the Director, with the approval of the Authority, will apportion the available water among all the purchasers having contracts therefor, as may best provide for the health, safety, and general welfare of the people of Kansas as determined by the Authority.

(2) The Director shall evaluate the effect of sediment deposits in the Reservoir and, if such evaluation indicates that the sediment deposits have reduced the yield from the State's conservation storage water supply space, the Director will apportion available water among the persons having contracts to purchase water from the conservation storage water supply capacity in the Reservoir in relation to the annual volume of water contracted. If a reduction has been made and future calculations and/or experience proves an increased yield from the Reservoir, the Purchaser's Contract Quantity shall be increased proportionally up to the Contract Quantity.

(3) If the United States temporarily discontinues or reduces water storage available to the State in the Reservoir under the State's agreement with the United States of America for the purpose of inspection, investigation, maintenance, repair, or rehabilitation of the Reservoir or for other reasons deemed necessary by the United States of America, the Director will apportion the available water among the persons having contracts for water from the conservation storage water supply in the Reservoir as determined by the Director.

(4) If, because of an emergency, the Director deems it necessary for the health, safety, and general welfare of the people of Kansas to reduce or terminate the withdrawal of water from the Reservoir, the Director, with the approval of the Authority, will apportion any available water among the

persons having contracts to purchase water from the conservation storage water supply in the Reservoir as may best provide for the health, safety, and general welfare of the people of Kansas.

c. In the event the Director finds it necessary to apportion the available water from the conservation storage water supply in the Reservoir among the persons having contracts therefore, and such apportionment results in the Purchaser being unable, during any year, to receive the amount of water that has been purchased by payment of the Minimum Charge, the Purchaser shall pay the State only for the amount of water actually made available to the Purchaser during the year.

ARTICLE 14. LIABILITY

a. The Parties acknowledge that this contract is for Raw Water from the conservation storage water supply in the Reservoir. The State, the Director, the Authority, or any employee, agent, or agency of the State of Kansas, makes no guarantee for, nor assumes any liability for any claim arising out of the control, carriage, handling, use, disposal, or distribution of water furnished to the Purchaser beyond the Point of withdrawal from the reservoir except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101, *et seq.*, and the Purchaser shall hold the State harmless on account of damage or claim of damage of any nature whatsoever arising out of or connected with the control, carriage, handling, use, disposal, or distribution of Raw Water beyond the Point of withdrawal from the reservoir. Nothing in this Article shall be construed to impair any protection of the rights of the Purchaser as set forth in Article 6.

b. In addition, neither the Director nor the Authority shall be liable for any claim by Purchaser arising out of the quality of the Raw Water in the Reservoir. The Purchaser shall hold the State, its agencies, employees, and agents harmless from or on account of any and all damage to Purchaser of any nature whatsoever arising out of or connected with the quality of the Raw Water in the Reservoir, at the Point of withdrawal from the reservoir.

ARTICLE 15. AMENDMENT

The contract may be amended or nullified by written agreement of the Parties, as provided in K.S.A. 82a-1316.

ARTICLE 16. ASSIGNMENT OF CONTRACT

a. The Purchaser may not assign, sell, convey, or transfer all or any part of this contract, or any interest therein, unless and until the same is approved by the Director and the Authority pursuant to K.S.A. 82a-1316 and K.A.R. 98-5-5.

b. Whenever the assignment, sale, conveyance, or transfer of all or any part of this contract involves a change in either the place of use or the purpose of use, the Authority shall have the option to cancel the contract or portion thereof and make the water available for purchase by persons who have filed applications in accordance with rules and regulations for administration of the State Water Plan Storage Act, K.S.A. 82a-1301 *et seq.*

ARTICLE 17. RIGHT OF FIRST REFUSAL

As required by the provisions of K.S.A. 82a-1305(a), upon expiration of this contract, the Director shall give the Purchaser the first right of refusal to purchase any offering of the water previously purchased before offering the same to any other applicant under the provisions of K.S.A. 82a-1310a, *et seq.*

ARTICLE 19. WATER CONSERVATION PLAN

The Purchaser shall adopt and implement a water conservation plan, prepared in accordance with the guidelines developed and maintained by the Kansas Water Office.

ARTICLE 21. MISCELLANEOUS PROVISIONS

a. Severability. In the event any provisions of this contract, or any part of any provision of this contract, are held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms that can be given effect without the invalid provision or portion of such provision, and to that end the terms of this contract are intended to be severable.

b. Choice of Law, Jurisdiction, and Venue. Disputes arising out of this contract shall be determined under the laws of the State of Kansas, in the district courts of that state, sitting in Shawnee County, Kansas.

c. Kansas Contract Provisions Attachment. The provisions of Form DA-146a, which is attached, are hereby incorporated in this contract and made a part thereof by reference.

d. Headings. Headings used in this contract are informational and not to be considered persuasive or determinative of any clause or matter in dispute.

e. Merger. This contract contains the full understanding of the Parties with respect to the matters hereto and supersedes all prior agreements and understandings, whether written or oral, pertaining thereto, and may not be amended or modified except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties affirm and acknowledge the terms and conditions agreed to above, and further affirm that they have the authority to bind the Parties by their signatures and have executed this contract as of the day and year first above written.

THE STATE OF KANSAS, BY:

PURCHASER, BY:

Connie Owen
Director, Kansas Water Office

David Mayfield, Mayor
City of Marion, Marion County, Kansas

WITH THE EXPRESS APPROVAL OF
THE KANSAS WATER AUTHORITY,
BY:

ATTEST:

Dawn Buehler
Chair, Kansas Water Authority

CONTRACTUAL PROVISIONS ATTACHMENT A

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."


The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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|  | HACH SERVICE PARTNERSHIP QUOTATION | Page : 1 of 5 Partnership Number : HACH54065 |
| | Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders | WebSite: www.hach.com |



Partnership Number : HACH54065 **Version :** 0.16 **Quotation Date :** 12-JUL-23
Expiration Date : 10-OCT-23


Hach Company Contact : Balster, Scott **Service Partnership Phone :** **Service Partnership Email :** sbalster@hach.com
Customer Ref : RENEWAL QUOTE **Customer Contact :** MAYFIELD, JEFF
Customer Phone : 2666814 **Customer Fax :** **Customer Email :** waterplant@marionks.net

Bill-To Account # 079675


Ship-To Account # 079675

| | | | | | |
|-----------------------|----------------------|-----------------------|-----------------|------------------------|-------------------------------|
| Customer Name | CITY OF MARION | Customer Name | CITY OF MARION | Payment Terms: | Net 30 |
| Address4 | CITY CLERK | Address4 | WATER PLANT | Billing Method: | Annual-Invoices on START Date |
| Address1 | 208 E SANTA FE ST | Address1 | 540 N WALNUT ST | Currency: | USD |
| Address2 | | Address2 | | | |
| Address3 | | Address3 | | | |
| City,State,PostalCode | MARION-KS-66861-1636 | City,State,Postalcode | MARION-KS-66861 | | |
| Province/Country | US | Province/Country | US | | |

| Line | Service Name | Start Date | End Date | Description/Serial Number | Line Total |
|------|--------------|------------|-----------|--|------------|
| 1 | FSPCL17 | 01-SEP-23 | 31-AUG-24 | aa Fld Svc-2V CL17 (current version) For CL17 p/n 5440000 only. Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates. | 5,980.00 |
| 1.1 | 5440000 | | | oo CL17 FINAL ASSEMBLY W/KITS ; 041200011478 | |
| 1.2 | 5440000 | | | oo CL17 FINAL ASSEMBLY W/KITS ; 041200011479 | |
| 1.3 | 5440000 | | | oo CL17 FINAL ASSEMBLY W/KITS ; 050600012979 | |

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|  | HACH SERVICE PARTNERSHIP QUOTATION | Page : 2 of 5 Partnership Number : HACH54065 |
| | Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders | WebSite: www.hach.com |

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| 1.4 | 5440000 | | | oo CL17 FINAL ASSEMBLY W/KITS ; 050600013015 | |
| 2 | FSP1720E | 01-SEP-23 | 31-AUG-24 | Fld Svc-4V 1720E Turb Sensor Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. | 4,000.00 |
| | 2.1 | LPV417.99.00002 | | 1720E LR TURBIDITY SENSOR, HACH ; 041200005840 | |
| | 2.2 | LPV417.99.00002 | | 1720E LR TURBIDITY SENSOR, HACH ; 041200005933 | |
| | 2.3 | LPV417.99.00002 | | 1720E LR TURBIDITY SENSOR, HACH ; 041200005934 | |
| | 2.4 | LPV417.99.00002 | | 1720E LR TURBIDITY SENSOR, HACH ; 041200005935 | |
| 3 | PMP-SC100-1V | 01-SEP-23 | 31-AUG-24 | PMP-SC100-1V (FRV 1) | 396.00 |
| | 3.1 | LXV401.52.02002 | | oo aa SC100, Hach, Modbus 486 ; 0412570839 | |
| | 3.2 | LXV401.52.02002 | | oo aa SC100, Hach, Modbus 486 ; 0412570876 | |
| 4 | PMP-POCKET-2V | 01-SEP-23 | 31-AUG-24 | PMP-POCKET COLORMTR I/II-2V Eligible models include chlorine (with or without pH), fluoride, ozone, and monochloramine/free ammonia for the Pocket Colorimeter II and chlorine for the original Pocket Colorimeter. | 225.00 |
| | 4.1 | 5870005PCA | | oo CASE ASBLY POCKET CLRMTTR II FLUORIDE ; 05090C038984 | |
| 5 | PMP-SENSION-1V | 01-SEP-23 | 31-AUG-24 | PMP-sensION and sensION+ meters-1V (FRV 1) | 209.00 |
| | 5.1 | LPV2000.97.8882 | | SENSION+ PH3 BENCHTOP W/TEST CERT ; 144017 | |

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|  | HACH SERVICE PARTNERSHIP QUOTATION | Page : 3 of 5 Partnership Number : HACH54065 |
| | Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders | WebSite: www.hach.com |

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|---|--------------|-----------|-----------|--|-----------|
| 6 | PMP-DR900-1V | 01-SEP-23 | 31-AUG-24 | PMP DR900, 1 Visit (FRV1) Preventative Maintenance Partnership includes labor and travel for one annual on-site preventative maintenance service. Factory recommended number of visits per year is 1. Repairs not included. | 155.00 |
| | 6.1 | 9385100 | | DR 900 COLORIMETER, HACH ; 22028661045 | |
| 7 | PMP-2100Q-1V | 01-SEP-23 | 31-AUG-24 | PMP-2100Q PORTABLE TURB-1V (FRV1) | 361.00 |
| | 7.1 | 2100Q01 | | 2100Q PORTABLE TURBIDIMETER ; 21110D000299 | |
| | | | | Sub Total : | 11,326.00 |
| | | | | Tax: | 0.00 |
| | | | | Total : | 11,326.00 |

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CITY OF MARION

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

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

1. APPLICABLE TERMS & CONDITIONS:

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

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

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|  | <p>HACH SERVICE PARTNERSHIP QUOTATION</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p> | <p>Page : 4 of 5 Partnership Number : HACH54065</p> <p><i>WebSite:</i> www.hach.com</p> | <p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p> |
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3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:


All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to

| | | | |
|--|--|--|--|
|  | <p>HACH SERVICE PARTNERSHIP QUOTATION</p> <p>Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p>Purchase Orders</p> | Page : 5 of 5 Partnership Number : HACH54065 WebSite: www.hach.com | Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593 |
|--|--|--|--|

ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



7/5/2023

Memo: Appointment of Eric Wessel

To
City Council

From
Airport Board

CC

Re
Appointment of new
member

The Airport Board would like to present Eric Wessel to fill the open seat on the Airport Board.

Thank you,
Mitch Guetterman Airport Board President

| A | B | C | D | E | F | G | H |
|-----------|--------|--------|--------------------|----------|------------------|---------------------|------------|
| Equipment | Number | Color | Vin/Serial | Tag | Department | Location | GL |
| 1 | SA36 | Green | 3B7HF12ZX16207074 | 71342 | Street & Alley | Shop Lot | 01-10-5453 |
| 2 | 26 | Black | 2B3C21CG9BH539610 | KS674DBJ | Police | Police Department | 01-14-5411 |
| 3 | | White | 2G1WSS553881337741 | 71341 | Airport | Airport | 01-16-5302 |
| 4 | SA30 | Silver | 2GCEK19TX1135520 | 62396 | Street & Alley | Shop Lot | 01-10-5443 |
| 5 | S9 | Silver | 2GCEK19T511333626 | 40344 | Street and Alley | Shop Lot | 02-03-5409 |
| 6 | E20 | White | 1HTSCABN8HR224714 | 73623 | Electric | Electrical Building | 02-04-5408 |
| 7 | W8 | Green | KVO250A151457 | N/A | Street and Alley | Electrical Building | 02-01-5410 |
| 8 | E8 | White | 1HTSCABROYH248105 | 34260 | Electric | Electrical Building | 02-04-5412 |
| 9 | SA18 | White | F60EVN40741 | 8872 | Street and Alley | Shop Lot | 01-10-5406 |
| 10 | E18 | Yellow | F80EU878303 | 8878 | Electric | Shop Lot | 02-04-5404 |
| 11 | FL1 | Green | 22T4304 | N/A | Street and Alley | Shop Lot | 01-60-5400 |
| 12 | SA13A | Yellow | C633291 | N/A | Street and Alley | Shop Lot | 01-10-5438 |
| 13 | BB5 | Blue | XJUG0003787 | N/A | Cemetery | Cemetery Shed | 01-56-5438 |
| 14 | R12 | White | 1HTMMAAN77H530230 | 66275 | Refuse | Shop Lot | 02-06-5402 |
| 15 | R2 | White | 1HTSCAAROVH474125 | 34198 | Refuse | Shop Lot | 02-06-5401 |
| 16 | S4 | White | 1GCEC19M2WE183809 | 40285 | Sewer | Shop Lot | 02-03-5404 |
| 17 | E3 | White | 1FDAF56P04EB36136 | 61843 | Electric | Electrical Building | 02-04-5413 |
| 18 | SA9 | White | 1GDGC24M3B5524079 | 34220 | Street and Alley | Shop Lot | 01-10-5408 |
| 19 | W2 | Red | SVC0084 | 73615 | Water | Shop | 02-01-5403 |
| 20 | SA4 | White | P02865 | N/A | Street and Alley | Shop | 01-10-5422 |
| 21 | SA7 | Blue | 1GDGC24K3PE555398 | 40250 | Street and Alley | Electrical Building | 01-10-5416 |
| 22 | CY21 | Yellow | F37HKR44017 | 21250 | Cemetery | Cemetery | 01-30-5429 |
| 23 | Number | Color | Vin/Serial | Tag | Department | Location | GL |
| 24 | SA32 | | 11042879 | N/A | Shop | Shop | 01-10-5429 |
| 25 | SA 35 | Yellow | NAF208887 | N/A | Street | Shop | 01-10-5449 |
| 26 | E4 | White | 1FDAF57R88EA55097 | 78546 | Electrical | Electrical Building | 02-04-5409 |
| 27 | FD4 | Red | 1FTH2662FKB41969 | N/A | Fire | Fire Station | 01-65-5401 |
| 28 | FD6 | Red | 1FDXF47511EA96989 | N/A | Fire | Fire Station | 01-65-5407 |
| 29 | FD7 | Red | 1HTMKAZR16H308150 | N/A | Fire | Fire Station | 01-65-5408 |
| 30 | FD8 | Red | 1FDAF57R59E825916 | N/A | Fire | Fire Station | 01-65-5410 |
| 31 | FL8 | White | 2GTEK19T721160404 | 78568 | Shop | Shop | 01-60-5408 |

| | A | B | C | D | E | F | G | H |
|----|------------------------------------|--------|--------|--------------------|---------|------------|-----------------------|------------|
| | Equipment | Number | Color | Vin/Serial | Tag | Department | Location | GL |
| 33 | 1999 Dodge | P7 | Red | 3B7HF12Y8XG21597 | 40296 | Park | City Hall Parking Lot | 01-15-5410 |
| 34 | 2010 Dodge Charger | 23 | White | 2B3AAAYCTXAH304367 | 78555 | Police | Police Department | 01-14-5413 |
| 35 | 1981 International Dump Truck | SA21 | White | AA175BHB10415 | 78553 | Street | Shop | 01-10-5425 |
| 36 | 2000 International Dump Truck | SA24 | White | 1HTSCABP7YH221448 | 34254 | Street | Shop | 01-10-5435 |
| 37 | 1998 International Dump Truck | SA27 | White | 1HTSCABP9WH52996 | 34219 | Street | Shop | 01-10-5434 |
| 38 | 1989 Ford Dump Truck | SA28 | White | 1FDYWW82A1KVA23844 | 40309 | Street | Shop | 01-10-5439 |
| 39 | 2012 Finsihline Trailer | SA36 | Gray | 52WBU1010CR004428 | N/A | Street | Shop | |
| 40 | 2014 Radar Trailer | | | 1P91C1012EG301559 | N/A | Police | Police Department | N/A |
| 41 | 1988 Case Loader??? | SA1 | Yellow | JAB0095237 | N/A | Street | Shop | 01-10-5402 |
| 42 | Sewer Machine??? | S15 | Orange | | 188205 | Sewer | Shop | 02-03-5401 |
| 43 | 1999 Ingersoll Rand Air Compressor | W4 | White | 115874-N80901 | N/A | Water | Shop | 02-02-5405 |
| 44 | Heckendorn Mower 9836 | CY2 | Gray | 9906015 | N/A | Cemetery | Cemetery | 01-30-5407 |
| 45 | 2010 Excell Super Z Mower 928929 | CY4 | Yellow | 10070637 | N/A | Cemetery | Cemetery | 01-30-5401 |
| 46 | 2013 John Deere X734 Tractor Mow | P1 | Green | 1M0X734ACDM010044 | N/A | Park | Park Shed | 01-15-5411 |
| 47 | Belshie Trailer | SA5 | Orange | 16JF01426K1020332 | N/A | Street | Shop | |
| 48 | 1993 GMC Box Truck | W9 | White | 1GDJ34N6PE532509 | 73615 | Water | Shop | 02-01-5411 |
| 49 | Wire Reel Trailer | | Orange | 1T9A51115XP231015 | N/A | Electric | Shop | |
| 50 | Pole Trailer | | White | NW05AG | N/A | Electric | Shop | |
| 51 | Car Trailer | | Black | | N/A | Street | Shop | |
| 52 | 2014 310SK John Deere Backhoe | W1 | Yellow | 1T0310SKKEE267365 | N/A | Water | Cemetery | 02-01-5401 |
| 53 | | | | | | | | |
| 54 | Equipment | Number | Color | Vin/Serial | Tag | Department | Location | GL |
| 55 | 16' Landpride Mower Deck | FL5 | White | | 455132 | Flood | Shop | 01-60-5402 |
| 56 | John Deere Gator | BB4 | Green | FE290D-B526 | N/A | Baseball | Baseball Shop | 01-56-5428 |
| 57 | 2007 Hustler Z Mower | BB2 | Yellow | | 7022148 | Baseball | Baseball Shop | 01-56-5432 |
| 58 | 2016 Hustler Super Z | CY5 | Yellow | | | Cemetery | Cemetery Shed | 01-30-5409 |
| 59 | 2018 Hustler X-1 | CY6 | Yellow | | | Cemetery | Cemetery Shed | 01-30-5410 |
| 60 | 2012 Chevrolet Impala | 21 | Black | 2G1WD5E33C1158087 | | Police | Police Department | 01-14-5409 |
| 61 | 2011 Chevrolet Tahoe | 22 | Black | 1GNLCZE00BR330641 | | Police | Police Department | 01-14-5414 |
| 62 | 1985 Ford Tanker | T1 | Red | 1FDZY90R9FVA21164 | | Fire | Fire Station | 01-65-5413 |
| 63 | 1995 Freightliner | FD11 | Red | 1FV6JLCB3SL551048 | | Fire | Fire Station | 01-65-5414 |
| 64 | 2018 Chevy Silverado | FD1 | Red | 3GCUKNEC2LG397753 | | Fire | Fire Station | 01-65-5412 |
| 65 | 2010 Ford F150 | S10 | White | 1FTFW1E1V3AKE19288 | | Sewer | Shop | 02-03-5410 |

| | A | B | C | D | E | F | G | H |
|----|------------------------------|--------|--------|--------------------|-------|----------------|-------------------|------------|
| | Equipment | Number | Color | Vin/Serial | Tag | Department | Location | GI |
| 66 | 2018 Ford Police Interceptor | 23 | Black | 1FM5K8AR8JGA32341 | | Police | Police Department | 01-14-5415 |
| 67 | 2019 60" Hustler Mower | SA37 | Yellow | 1901A276 | | S&A | Shop | 01-10-5453 |
| 68 | 2002 Sterling Dump Truck | SA38 | Orange | ZF2HATAK83AL69685 | A5935 | S&A | Shop | |
| 69 | 2003 Sterling Dump Truck | SA40 | Orange | 2F2HATAK73AL69659 | B1708 | S&A | Shop | |
| 70 | 2013 Chevy Silverado | S12 | White | 1GBDZCG0DF117548 | B1291 | Sewer | Shop | |
| 71 | 2017 Dodge Ram | E6 | White | 1C6RR7LM5HS522232 | A6365 | Electric | Shop | |
| 72 | 2018 International Trash | R22 | White | 1HTMMMMNXXJH742866 | 97635 | Trash | Shop | |
| 73 | 2021 New Holland Tractor | | Blue | G516679145 | | S&A | Shop | |
| 74 | Sewer Machine 474-FR2000 | | | 159KUZ1278C381582 | | Sewer | Shop | |
| 75 | 1997 CAT Grader 120H | | Yellow | 4MK00441 | | S&A | Shop | |
| 76 | 2021 HydroVac | | Orange | 10ST522DOM1703040 | B2590 | S&A/Sewer/Elec | Shop | |

Credit Cards Holders

- 1 Janet Robinson
- 2 Ronald Woerz
- 3 Caleb Williams
- 4 Zach Hudlin
- 5 Sandra Scheele
- 6 Ire (Jacob) Hird
- 7 Zane Slater
- 8 Brogan Jones
- 9 Janet Marler
- 10 Steven Hart
- 11 Gideon Cody
- 12 Daniel Adame
- 13 Duwayne Garrett
- 14 Frank Werner
- 15 Rebecca Makovec
- 16 Jeffrey Mayfield
- 17 Margo Yates
- 18 Landon Peterson
- 19 Tim Makovec
- 20 Duane McCarty
- 21 Lamon (Chris) Killough

*\$1,000.00 limit for ALL employees

*\$25,000.00 CITY TOTAL

COMMERCIAL REAL ESTATE SALES CONTRACT

PARTIES: This contract ("Contract") is made between:

SELLER: City of Marion, Kansas, a municipal corporation, and **BUYER:** Expedition Wind LLC, a Kansas limited liability company and/or assigns, and is effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

2. **PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described in the Legal Description Addendum attached hereto, such to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys; all above will be in good working order by time of Closing; and including the following:

all of which is commonly known and numbered as Lots 2, 5, and 6, Block 3 of the Batt Industrial Park, in the City of Marion in Marion County, State of Kansas.

Such real estate and other property shall be collectively referred to in this Contract as the "Property".

3. **EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and the following existing leases or tenancies: None.

4. **PURCHASE PRICE:** The Purchase Price is ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00) which Buyer agrees to pay as follows:

a. TEN THOUSAND DOLLARS (\$10,000.00) at the signing of this Contract as Earnest Money, such to be deposited upon execution of this Contract within THIRTY (30) days in the insured trust or escrow account of Security 1st Title ("Escrow Agent") as part of the consideration of the sale;

b. The balance to be paid in the following manner: ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed expenses.

5. **CLOSING AND POSSESSION DATE(S):** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place ONE HUNDRED AND TWENTY (120) days following the Effective Date or prior thereto by mutual consent, and possession shall be delivered upon Closing.

6. **EXISTING FINANCING:** Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer

shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

7. **PRORATIONS:** Seller shall pay prorated real estate taxes through the date of Closing. Seller has not been made aware of any additional special assessments as of the Effective Date. Seller shall pay any and all remaining balance of special assessments assessed against the Property, prior to the date of Closing. Should the Seller become aware of any new planned special assessments prior to Closing, Seller shall disclose such knowledge to Buyer. Buyer, at Buyer's sole discretion, may accept such planned special assessments or terminate this Contract, unless otherwise negotiated between Seller and Buyer. Buyer shall assume and pay all such future taxes and special assessments assessed after the Closing.

8. **TITLE INSURANCE:** Seller shall deliver an owner's ALTA title insurance policy insuring marketable fee simple title to Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Buyer shall cover the customary cost of such policy at time of closing. Seller shall, as soon as possible and not later than FIFTEEN (15) days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through Security 1st Title (the "Title Company"). Buyer shall have TEN (10) days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have TEN (10) days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period"). Any costs to cure matters which Buyer has objected shall be the sole responsibility of Seller. If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than FIVE (5) days after the end of the Title Cure Period.

Seller shall convey latest survey referencing the Property to Buyer within TEN (10) days of the Effective Date of this Contract, if in possession of the Seller, or otherwise available to Seller. Unless otherwise objected to in writing by Buyer within FIVE (5) days of delivery of the survey, the survey will be accepted as being correct for the Property and there will be no objections to such.

9. **INSPECTIONS:** Seller shall grant Buyer reasonable access to the Property for SEVENTY-FIVE (75) days after the Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer

agrees to provide Seller with a copy of any written reports resulting from such inspections within TEN (10) days of the completion of said inspections. With regard to any deficiencies identified during the inspection by Buyer which Buyer requests be corrected, Seller shall have TEN (10) days (the "Cure Period") after seller's receipt of Buyer's written notice of such inspection issues to define in an Amendment to this Contract how and when such deficiencies will be cured. If Seller elects not to cure the deficiencies within the time frame defined in such Amendment, then this Contract shall automatically be terminated unless Buyer waives the objections no later than FIVE (5) days after the end of the Cure Period. Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the Property before Closing upon reasonable notice to Seller.

10. DUE DILIGENCE: Buyer will have SEVENTY-FIVE (75) days after the Effective Date of this Contract to perform due diligence (the "Due Diligence Period") for the purpose of exploring and obtaining approval of governmental authorities for the intended purpose of the Property and any changes in zoning, if necessary. Upon presentation by Buyer to Seller of the written refusal(s) of such governmental authorities to Buyer's requests for approval of such intended purposes and zoning prior to the expiration of the Due Diligence Period, Buyer may deliver written notification to Seller to cancel this Contract and this Contract will be terminated. In the absence of such termination notice, the Inspections and Due Diligence shall be deemed to be satisfactory to Buyer.

11. REPRESENTATIONS: Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the Property.

12. REAL ESTATE BROKER: Seller and Buyer agree that neither party is represented, nor seeks representation by a Real Estate Broker or any other party entitled a commission, finder's fee, or other compensation for assistance in the initiation of this Contract or the negotiations for the sale of this Property. However, customary closing, inspection or other fees shall be charged to the Seller and/or Buyer, as described elsewhere in this Contract or which may otherwise arise by the responsible party.

13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, and all other documents and funds necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with only the Permitted Exceptions.

14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within TEN (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

16. TERMINATION: Unless otherwise provided within the terms of this Contract, if this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall surrender the Earnest Money Deposit, previously paid, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

17. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

a. If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

b. If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting

party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS: The Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within FIVE (5) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within FIVE (5) days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent.

19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

20. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

21. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) January 1, 2022 or (ii) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

23. **MERGER CLAUSE.** This document and any additional documents referenced herein or attached hereto constitute the entire agreement between the parties and shall supersede any and all prior representations between them. It may not be changed orally, but only by written instrument, signed by all parties.

24. **APPLICABLE LAW.** This Agreement and its validity, construction and performance shall be governed by the laws of the State of Kansas.

25. **CAPTIONS.** Captions and words of reference are used for convenience only and shall not affect the meaning or interpretation of this Agreement.

26. **NON-WAIVER CLAUSE.** No failure to require strict compliance with any of the terms of this Agreement shall authorize any prior or subsequent departure, obligate any party to continue any departure, or affect the validity of this Agreement or any part of it, or the right of any party to enforce it.

27. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, the validity of the remaining provisions shall not be affected.

28. **ADDENDA:** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract *(Check Those Which Are Applicable)*:

- Legal Description Addendum Other

29. **ADDITIONAL TERMS:**

EXISTING LEASES, TENANCIES, AND/OR OCCUPANCY ARRANGEMENTS: All existing leases, tenancies, and/or occupancy arrangements on the Property, whether written, oral, or otherwise, shall be terminated by Seller effective as of Closing and shall be of no further force and effect. All lessees, tenants, and occupants of the Property must have vacated the Property on or prior to Closing so that sole and exclusive possession of the Property can be provided to Buyer at Closing.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT.

SELLER:

CITY OF MARION, KANSAS

BUYER:

EXPEDITION WIND LLC

By: Orsted Onshore North America, LLC
Its: Sole Member

By: [Signature]
Date: 12/14/2021

Name: David Wainfield
Title: Analyst

By: _____
Date: _____

Name: _____
Title: _____

Address: 208 E Wanta Fe
Street

City: WALTON
State: KANSAS

By: [Signature]
Date: _____

Name: Philip Moore
Title: Sr. Vice President

By: _____
Date: _____

Name: _____
Title: _____

Address: 812 San Antonio St, Ste 500
Street

City: Austin TX
State: TEXAS

FOR INFORMATION ONLY-NOT PARTIES TO THE CONTRACT

Listing Broker: N/A

Selling Broker: N/A

Escrow Agent: Security 1st Title

Closing Agent: Security 1st Title

Telephone #: (620) 382-2130

Telephone #: (620) 382-2130

LEGAL DESCRIPTION ADDENDUM

SELLER: CITY OF MARION, KANSAS

BUYER: EXPEDITION WIND LLC

PROPERTY: Lots 2, 5, and 6, Block 3 of the Batt Industrial Park, in the City of Marion in Marion County, State of Kansas

PROPERTY LEGAL DESCRIPTION:

- BATT INDUSTRIAL PARK (MARION), ACRES 1.22, LOT 2 BLK 3 BATT INDUSTRIAL PARK ADDN TO CITY OF MARION; Plat Book/Page 2 /96A
- BATT INDUSTRIAL PARK (MARION), ACRES 1.22, LOT 5 BLK 3 BATT INDUSTRIAL PARK ADDN TO CITY OF MARION; Plat Book/Page 2 /96A
- BATT INDUSTRIAL PARK (MARION), ACRES 1.03, LOT 6 BLK 3 BATT INDUSTRIAL PARK ADDN TO CITY OF MARION; Plat Book/Page 2 /96A

(INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED)
CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING

[Signature] 12/14/21
SELLER **DATE**

[Signature] 12/20/2021
BUYER **DATE**

SELLER **DATE**

BUYER **DATE**

CHARTER ORDINANCE NO. 19 (21-06)

A CHARTER ORDINANCE OF THE CITY OF MARION, KANSAS RELATING TO A TRANSIENT GUEST TAX LEVY FOR THE CITY OF MARION, KANSAS; PROVIDING FOR THE EXEMPTION OF SAID CITY FROM THE PROVISIONS OF SECTION 12-1697(a) AND 12-1697(d), OF KANSAS STATUTES ANNOTATED; AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT

WHEREAS, the Governing Body, with the support of the lodging industry in the City of Marion, sees value in collecting a Transient Guest Tax in Marion; and

WHEREAS, proceeds from such Transient Guest Tax are intended to be used for the promotion of tourism, conventions, commerce and economic development in Marion, as determined appropriate by the Governing Body.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Marion, Kansas, that:

Section 1. The City of Marion, Kansas, a City of the second class, duly organized, created and existing under and by virtue of the laws of the State of Kansas, pursuant to the authority of Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to and does exempt itself from the provisions of Section 12- 1697(a) and Section 12-1697(d) of the Kansas Statutes Annotated and amendments thereto.

Section 2. In substitution of the provisions of Section 12-1697(a) and Section 12-1697(d) of the Kansas Statutes Annotated and amendments thereto, the Governing Body of the City of Marion, Kansas, hereby adopts the following provision:

A transient guest tax shall be levied in the City of Marion, Kansas, of 6% upon the gross receipts derived from or paid by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel, or tourist court.

Section 3. Proceeds from such Transient Guest Tax shall be used for the promotion of tourism, conventions, commerce and economic development in Marion, as determined appropriate by the Governing Body.

Section 4. Severability. Any provisions or section of the Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

(02-08-2021)

Notice of Revenue Neutral Rate Intent

THE GOVERNING BODY OF CITY OF MARION HEREBY NOTIFIES THE MARION COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

 x Yes, we intend to exceed the Revenue Neutral Rate.

Our proposed mill levy rate is: 74.774 .

Our proposed ad valorem tax (dollar amount) is \$889,359 .

The date of our hearing is: September 5, 2023 .

The time of our hearing is: 4:30pm .

The location of our hearing is: 208 E Santa Fe; City Hall .

 No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the County Clerk on or before August 25, 2023.

WITNESS my hand and official seal on July 20th , 2023.

(Seal)

 Janet Robinson
Clerk or Officer of Governing Body

NOTE: Notice required to be sent to County Clerk on or before 5 p.m. on July 20, otherwise Revenue Neutral Rate cannot be exceeded. Signed notice may be scanned and sent electronically.

July 10 - 14

- Discussed a couple of things on the budget with Janet.
- Discussed the budget, building fees, and billboards with Brogan.
- Coordinated a building tour with the manager at the Elgin.
- Signed up local dancers to have a food booth as a fund raiser at Art in the Park.
- Worked with local Art in the Park food vendors to ensure nonduplication of menus, and location.
- Visited with camping group organizer from Oklahoma staying at Reservoir during Art in the Park.
- Asked businessowner for update on a new business coming to town. He has reached out again.
- Gave a realtor some info on E-Community Loans for a businessowner needing some assistance.
- Saw for sale sign back in window so asked realtor and yes, building sale fell thru, disappointing.
- Checked into scheduling gymnastic classes in the building the last week of July.
- Visited with FFA Leader about students and parents helping with Art in the Park again this year.
- Attended City Council meeting.
- Sent family info on playground equipment to consider for memorial per their request.
- Called Young Pest Control to ask if they sprayed at the library when they were here last week.
- Registered 2 more vendors for Art in the Park, and confirmed 3 more food vendors and menus.
- Per request, reminded family of remaining balance in memorial account for park equipment.
- Per request, asked the park equipment company for prices for picnic tables for a family memorial.
- Attended Marion Merchant meeting. There were only three of us present.
- Let the library know they did spray for bag worms at the library while they were here last week.
- Picnic tables are more expensive than the funds the family has remaining for a memorial.
- Visited with businessowner about activity downtown and building sale falling thru.
- Asked Becky to order Damp Rid for the elevator, per request of council member.
- Located 21 new vendors and invited them to participate in Art in the Park.
- Sent 4 more Art in the Park applications to vendors who requested the paperwork last evening.
- Visited with James about permits for repairmen, and requirements for licenses and insurance.
- Booked our annual Community Christmas project in the Ballroom for 4 days in December.
- Sent 4 more ideas to family rep for park equipment that may be purchased for a family memorial.
- Attended Marion Economic Development, Inc. (MEDI) meeting.
- Promoted several upcoming events on the Marion Community Enrichment Facebook Page.
- Reached out to 33 vendors that participated in Art in the Park last year to ask if they are returning.
- Assisted the State Fire Marshall with inspecting the boiler, and he told us to register the elevator.
- Let the guys know we have a bird in the boiler that needs to be removed before we turn it on.
- Communicated with Brogan and Tim about airport mowing. Will mow grass strips next week.
- Sent 3 Art in the Park vendor applications per request overnight.
- Emailed Chingawassa Days to send invoice for June billboard rent to Peabody businesses.
- Reached out to vendor asking if they are coming to Art in the Park as I need their paperwork/fee.
- Visited with Planning Commission Chairman. Added item to agenda for meeting later this month.
- Found El Dorado's Comprehensive Plan, per request from Zoning Chairman. Emailed to group.
- Re-sent Hillsboro's info, in response to container homes, to Planning Commission Chairman.
- Viewed Hillsboro's zoning regulations, again. Specifically, the PUD's they recently added.
- Sent 3 more Art in the Park applications to vendors per request.
- Assisted local family with list of lodging in our area for large family coming next week for funeral.
- Visited with Tammy about the billboards. She will be here for the next Merchant's meeting.

July 17 – 20

- Emailed 5 local food vendors for Art in the Park asking what their menu items will be.
- Reviewed check list for Art in the Park.
- Posted Art in the Park information on the State Tourism Web Page.
- Posted Art in the Park vendor info on 2 vendor group Facebook pages.
- Reminded Peabody folks that camera ready artwork is due for the Walton billboard in one week.
- Asked a Community Christmas Committee member to sign a check to pay for school supplies.
- Suggested the VFW folks promote lottery ticket sales on Monday, and sell food, too.
- Worked with local food vendors to not duplicate menu items for Art in the Park.
- Visited with Brogan about the budget, Art in the Park, Community Christmas, etc.
- Visited with planning commission chairman about upcoming meeting agenda and info.
- Sent draft of agenda for planning commission meeting to chairman for review.
- Drafted a job description for my position, and sent it to Brogan for review.
- Asked the guys to please raise the tire swing up at Ann's Park, as it's dragging on the ground.
- Asked about a pothole at the end of the post office drive. Becky explained that's private property.
- Per request sent an Art in the Park vendor from Hillsboro a receipt for her booth fee last year.
- Gave full access of my Community Enrichment Facebook Page to the new City Facebook Page.
- Printed my Art in the Park Check List, reviewed it, and checked off tasks already completed.
- Per request from Brogan, will add tasks to all my event check lists as I think of more details.
- Helped local businessowner find space in the building to have a private business meeting.
- Visited with local businessowner about upcoming events and opportunities to work together.
- Reviewed final artwork for Walton billboard for Art in the Park, sharing with Peabody Fall Festival.
- Noted on spreadsheet when October billboard may go up, ensuring after Peabody festival date.
- Communicated with Peabody festival folks after billboard company asked if our art is too busy?
- Visited with Chingawassa Treasurer; offered to continue handling Walton billboard until I retire.
- Per request of zoning chairman, read half of the Comprehensive Plan looking for sign references.
- Read the second half of the Comprehensive Plan, looking for references to signage allowances.
- Visited for 15 minutes with a former resident who plans to visit on Old Settler's and needed info.
- Asked Brogan about a couple things for Art in the Park to be sure how he wants things handled.
- Received an invoice from Ty for mowing at the airport, and discussed plans for future mowing.
- Found phone numbers for two new local contractors for the auxiliary shop, per request.
- Tried to help someone needing financial assistance for a sewer line from the alley to the house.
- Coordinated a tour of the Community Center for clients coming to the Elgin to view the venue.
- Called Planning Commission Chairman to finalize meeting information, etc.
- Prepared and emailed zoning meeting info to board members.
- Drove around and viewed several properties to note progress, or lack thereof, for permits, etc.
- Looked at portable building and visited with businessowner about possibilities for new business.
- Noticed a post about another craft class in the park Saturday so made sure everyone is aware.
- Sent craft instructor a message that I saw her class post and will make sure park RRs are ready.
- Helped mother of an upcoming bride with table cloth colors and different ideas for the tables.
- Continue recruiting vendors for Art in the Park.