

OSAGE CITY COUNCIL

Regular Meeting

October 8, 2024

7:00 p.m.

City Council Chambers – 221 S. 5th- Osage City, Ks

Please join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/480138133>

- **You can also dial in using your phone. Long distance charges may be applied.**

United States: 1-(872) 240-3311

Access Code: 480138133#

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- **MEETING ID:** 480-138-133
- **Audio only:** 1-(872) 240-3311

I. Routine Business

1. Call to Order
2. Additions or Deletions to the Agenda
3. Approval of the Agenda
4. Recognition of Visitors

II. Consent Agenda

1. Approval of September 24, 2024 Regular Meeting Minutes

III. Business Before the Council

1. Approval of the pay application for Evergreen Design/Build for the Star Block project (Action Required)—Rosemary Saunders, Municipal Consultant with Ranson Financial
2. Approval of the Parks & Recreation updated Attendance Policy (Action Required)—Corey Linton, Recreation Director
3. Approval of purchase of a toddler playset for Lincoln Park (Action Required)—Corey Linton, Recreation Director & Sadie Boos, City Treasurer
4. Approval of Osage County landfill fee from regular services and fall cleanup (Action Required)—Katie Hodge, City Manager
5. Approval of the purchase of utility light poles (Action Required)—Dale Schwieger, Utilities Director
6. Approval of the purchase of gas ERT's (Action Required)—Dale Schwieger, Utilities Director
7. Approval of the purchase of turbidity meters (Action Required)—Dale Schwieger, Utilities Director



8. 619 Market discussion
9. Review of the Regional Summit (Information)
10. Reminder of October 24th @ 1:30 pm Ribbon Cutting for Solar Farm (Information)
11. Overview of Shred Day on October 5th (Information)—Amy Woodward, City Clerk
12. Reminder of the Fall Fest (Information)
13. Executive Session for non-elected personnel to include City Council, City Attorney, and City Manager

IV. Adjournment

Next Ordinance # 1689

Next Resolution # 1124

Next Charter Ordinance # 20



CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/08/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 1	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Approval of payment to Evergreen Design-Build, LLC for work performed on the Star Block building. This is reimbursable to the City by the CDBG program.

BACKGROUND:

The downtown Star Block renovation project. Rose Mary Saunders with Ranson Financial will be attending the council meeting to provide an overview of the project's progress and answer questions related to the project and the invoice from Evergreen.

FISCAL NOTE:

\$222,072.77

COUNCIL ACTION:

1) To approve the Evergreen Design-Build, LLC for work performed on the Star Block building.

STAFF RECOMMENDATION:

Approve the invoice

MOTION:

I make a motion to approve the payment to Evergreen Design-Build, LLC for work performed on the Star Block building in the amount of \$222,072.77

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: CITY OF OSAGE CITY PROJECT: STAR BLOCK BUILDING - REMODEL APPLICATION NO. 1
 201 SOUTH 5TH ST 520 MARKET ST APPLICATION DATE: 9/15/2024
 OSAGE CITY, KS 66523 OSAGE CITY, KS 66523 PERIOD TO: 9/15/2024
 OUR JOB NO. 221514
 CONTRACT DATE: 3/14/2023

FROM (CONTRACTOR): EVERGREEN DESIGN-BUILD, LLC
 813 GRAHAM ST
 EMPORIA, KS 66801
 (620) 342-6622 JUSTIN@EVERGREEN.BUILD

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet(s) are attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
NUMBER	DATE APPROVED	
1	4/9/2024	\$37,423.77
2	8/21/2024	\$18,392.00
TOTALS		\$55,815.77
NET CHANGE BY CHANGE ORDER		\$ 55,815.77

1. ORIGINAL CONTRACT SUM..... \$ 270,924.00
2. Net change by Change Orders..... \$ 55,815.77
3. CONTRACT SUM TO DATE (LINE 1 +/- 2)..... \$ 326,739.77
4. TOTAL COMPLETED & STORED TO DATE..... \$ 222,072.77
 (Column G on Continuation Sheet)
5. TOTAL EARNED TO DATE..... \$ 222,072.77
6. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ -
 (Line 5 from prior Certificate)
7. CURRENT PAYMENT DUE..... \$ 222,072.77
8. BALANCE TO FINISH..... \$ 104,667.00
 (Line 3 less Line 5)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: EVERGREEN DESIGN-BUILD, LLC

BY: Justin J Mallon Date: 9/16/24

ARCHITECT: Ben Moore, AIA Date: 9/20/24
 PROJECT OWNER BY: _____ Date: _____

APPLICATION FOR PAYMENT
 TO: CITY OF OSAGE CITY
 201 SOUTH 5TH ST
 OSAGE CITY, KS 66523

PROJECT: STAR BLOCK BUILDING - REMODEL
 520 MARKET ST
 OSAGE CITY, KS 66523

APPLICATION NO. 1
 APPLICATION DATE: 9/15/2024
 PERIOD TO: 9/15/2024
 OUR JOB NO. 221514

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE PER CONTRACT	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
			FROM PREVIOUS PERIODS (D+E)						
010	GENERAL CONDITIONS Bonding, Supervision, Clean-up & disposal, Contingency	\$39,567.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	63%	\$14,567.00	
020	SITE DEVELOPMENT Demolition of windows, Front entry demo	\$13,419.00	\$0.00	\$13,419.00	\$0.00	\$13,419.00	100%	\$0.00	
030	CONCRETE Misc. concrete	\$6,353.00	\$0.00	\$6,353.00	\$0.00	\$6,353.00	100%	\$0.00	
060	CARPENTRY / WOODWORK Framing, Timbers at corners, Cement board, Inside trim, Rough carpentry	\$53,771.00	\$0.00	\$26,886.00	\$0.00	\$26,886.00	50%	\$26,885.00	
070	THERMAL MOISTURE PROTECTION Caulking, Flashing, Insulation	\$3,678.00	\$0.00	\$1,839.00	\$0.00	\$1,839.00	50%	\$1,839.00	

APPLICATION FOR PAYMENT

TO: CITY OF OSAGE CITY
 201 SOUTH 5TH ST
 OSAGE CITY, KS 66523

PROJECT: STAR BLOCK BUILDING - REMODEL
 520 MARKET ST
 OSAGE CITY, KS 66523

APPLICATION NO. 1
 APPLICATION DATE: 9/15/2024
 PERIOD TO: 9/15/2024
 OUR JOB NO. 221514

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE PER CONTRACT	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
			FROM PREVIOUS PERIODS (D+E)						
080	DOORS, GLASS & WINDOWS Pre-hung doors (wood), Glass storefront, Windows & glazing, Hardware	\$141,836.00	\$0.00	\$92,143.00	\$92,143.00	\$0.00	\$92,143.00	65%	\$49,693.00
090	FINISHES Paint doors & Windows	\$12,300.00	\$0.00	\$7,995.00	\$7,995.00	\$0.00	\$7,995.00	65%	\$4,305.00
	TOTALS	\$270,924.00	\$0.00	\$173,635.00	\$173,635.00	\$0.00	\$173,635.00	64%	\$97,289.00
	CHANGE ORDERS:								
CO 1	Additional Window B	\$5,560.00	\$0.00	\$2,780.00	\$2,780.00	\$0.00	\$2,780.00	50%	\$2,780.00
CO 1	Add Cost for Window B-Lam	\$2,085.22	\$0.00	\$2,085.22	\$2,085.22	\$0.00	\$2,085.22	100%	\$0.00
CO 1	Lam Glass With Window Increases	\$29,778.55	\$0.00	\$29,778.55	\$29,778.55	\$0.00	\$29,778.55	100%	\$0.00
CO 2	Steel Lintels For Windows & Doors	\$18,392.00	\$0.00	\$13,794.00	\$13,794.00	\$0.00	\$13,794.00	75%	\$4,598.00
	TOTALS WITH CHANGE ORDERS	\$326,739.77	\$0.00	\$222,072.77	\$222,072.77	\$0.00	\$222,072.77	68%	\$104,667.00



INVOICE

813 Graham Street | Emporia, KS 66801
 Ph (620) 342-6622 | Fax (620) 342-6620

**TO: CITY OF OSAGE CITY
 201 SOUTH 5TH
 OSAGE CITY, KS 66523**

Invoice Date	Invoice No.	Our Job No.
9/16/2024	24569	221514

Due Upon receipt		Please Make Payments to Evergreen Design-Build LLC (FEIN 27-2756080)	
Description		Amount	
LABOR, MATERIALS AND EQUIPMENT TO COMPLETE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS			
APPLICATION #1 - WORK COMPLETED TO DATE		<u>\$222,072.77</u>	
SUMMARY OF CONTRACT			
CONTRACT AMOUNT	\$ 326,739.77		
LESS: APPLICATION #1 (WHEN PAID)	#####		
BALANCE ON CONTRACT	<u>\$ 104,667.00</u>		

THANK YOU FOR THE OPPORTUNITY TO WORK WITH YOU ON THIS PROJECT!

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/08/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Recreation	APPROVED FOR AGENDA:
ITEM NO. 2	BY: Corey Linton, Rec Director	BY: KH

ITEM: Park Board Attendance Policy

BACKGROUND:

The current Park Board over the Winter proposed the idea of creating an attendance policy for board members. The purpose was if an appointed board member missed, for no reason, multiple meetings, this would be a way to remove that board member for possibly someone who is interested in attending the meetings, etc.

Last Spring, I presented language for the Attendance Policy. The board members reviewed the policy mainly by email – we could not get a quorum through the Summer to vote on the policy. In August 2024, 2 new board members were appointed, with their first meeting being in August. The board at the August meeting chose to table the topic until September, because of the 2 new board members.

At the September 2024 meeting, the language was again presented, there was no discussion from the quorum of members at the meeting. A motion was set forth and seconded, to approve the language/policy as presented. Now, because the board voted and approved the attendance policy, this comes to the City Council for approval to implement the policy.

FISCAL NOTE:

None

COUNCIL ACTION:

1. To accept the recommendation of the Park Board adopting the Attendance Policy as presented
2. To decline the recommendation

STAFF RECOMMENDATION:

My recommendation is to accept the recommendation of the Park Board. The Attendance Policy does not mean automatic removal from the board if a member say is sick, or has an excuse to miss a meeting date, life does happen. This would be for an extreme situation, where a board member after being appointed, simply no shows meeting after meeting, after meeting and provides an option for me as Director and the Park Board to find someone else who is willing to be involved.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/08/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Recreation	APPROVED FOR AGENDA:
ITEM NO. 2	BY: Corey Linton, Rec Director	BY: KH

MOTION:

I make a motion to approve the implementation of the Parks & Recreation Board's attendance policy as presented

Park Board Member Attendance

- Park Board Members are asked to attend each monthly meeting. Meetings are normally the 3rd Thursday of each month.
- Park Board Members are asked to attend 50% or more of the year's meetings.
 - Phone Attendance is acceptable, if the board member cannot attend in person.
- Park Board Member attendance from the previous year, will be reviewed at the January Meeting.
- If a board member does not attend a minimum of 50% of the previous year's meetings, they could be removed from the board.
 - Removal would be with a motion, a second to the motion, and a majority vote of the current park board members.
 - The Parks and Recreation Director will notify the board member in regards to being removed from the Park Board.

Osage City Parks & Recreation Advisory Board Meeting

September 19, 2024

221 South 5th Street

Board Members Present: Hannah Punches, Michelle Ferrer, Corey Linton, PJ Heptinstall, Jessica Dorsey, and Lacey Glover

Board Members Absent: Mike Pallesi

Staff Present: Corey Linton, Parks and Recreation Director

PJ Heptinstall made a motion to approve the September 19, 2024 agenda, seconded by Jessica Dorsey. The motion passed by a vote of 6-0.

PJ Heptinstall made a motion to approve the August 22, 2024 agenda, seconded by Hannah Punches. The motion passed by a vote of 6-0.

There were no minutes to review from the previous meeting.

PROGRAM UPDATE

Youth Tackle Football – 3rd/4th Grade

The team played at Burlingame, September 18 and lost 19-12. The team plays at Osage City on September 21 versus Ottawa.

Youth Tackle Football – 5th/6th Grade

The team played at Burlingame, September 18 and lost 18-13. The team does not have a game September 21 and has a home game in Osage City on September 25 versus Ottawa.

Youth Soccer

Soccer games began September 14 at Overbrook. Overbrook hosts again September 21. Osage City will host games on September 28 and October 5.

Youth Flag Football

As of the meeting date there are 48 total players signed up. PreK/K has 12, 1st grade has 12, and 2nd grade has 24 (2 teams). The first games will be September 29.

OCHS Cheer Camp

As of the meeting date there are 60 students signed up, PK-5th grade. Forms will be taken through Wednesday, September 25.

USD 420 UPDATE

- Notes from the September 11, 2024 BOE meeting were reviewed.
- Including the Superintendent's Report, each Building Reports, and Misc notes from the meeting.

FACILITY UPDATE

- Corey informed the board the City is looking at putting a small playground set at Lincoln Park. Corey said the City has around \$58K in money to use, \$10K is leftover from ARPA money the City received, and \$48K is from the Jones Foundation. The money will be used for the small playground set, plus rubber surface for the new swing set and the new playground set. Corey said the small playground amount max is \$15K. The exact location is still TBD.

Osage City Parks & Recreation Advisory Board Meeting

September 19, 2024

221 South 5th Street

PARK BOARD MEMBER ATTENDANCE POLICY

Corey provided the Board Member Attendance Policy for review and discussion. None of the board members had any comments about the policy. PJ Heptinstall made a motion to accept the Park Board Member Attendance Policy as presented. Lacey Glover seconded the motion. The motion passed by a vote of 6-0.

MISC.

- The Osage City Fall Festival will be October 12. The expectation is to have a disc golf tournament, plus vendors downtown.
- Christmas on Market will be November 16.
- The Osage City PTA will have a Baked Potato Bar at the October 4 home football game. They will also offer carnation flowers that night. The PTA will have a Bingo Night November 8 at the OCES Cafeteria.

October Park Board Meeting – October 17, 2024 – 6:30pm

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/08/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Parks & Recreation/Admin	APPROVED FOR AGENDA:
ITEM NO. 3	BY: Corey Linton, Rec Director & Sadie Boos, City Treasurer	BY: KH

ITEM:

The purchase of a toddler play set for Lincoln Park.

BACKGROUND:

We would like to purchase a toddler play set for Lincoln Park for \$14,500 using the remaining funds from ARPA and the Jones Foundation Grant. The attached quote is valid through October 31, 2024.

FISCAL NOTE:

The City Council approved using \$20,000.00 from ARPA for the Jones Foundation Grant match. \$9,979.32 will come from the ARPA fund. The remaining funds will come from the Jones Foundation Grant used for Jones and Lincoln Park improvements.

COUNCIL ACTION:

- 1) To the purchase of toddler play set for Lincoln Park
- 2) To reject the purchase of toddler play set for Lincoln Park
- 3) To table the discussion to a later meeting

STAFF RECOMMENDATION:

Approve the purchase of a toddler play set for Lincoln Park.

MOTION:

I make a motion to approve the purchase a toddler play set for Lincoln Park in an amount not to exceed \$15,000

WillyGoat Equipment Quote #D31550

From WillyGoat Toys & Playgrounds <fun@willygoat.com>

Date Mon 9/23/2024 2:57 PM

To Sadie Boos <sboos@osagecity.com>



QUOTE #D31550

WillyGoat Quote

Hi Sadie,

Thanks for your interest in WillyGoat playground equipment. You can check out more information about play systems here: [Commercial Playgrounds & Playsets](#). Please see below for your quote and don't hesitate to contact us if you have any further questions!

Thanks and have a great week!

Best,
Nesty

We are proud to offer installation for this product, just reply to this email to receive a quick installation price.

Below is the quote you requested. All quoted prices assume payment via ACH, check, or wire. Paying with a credit card will void any discounts. To place an order, please give us a call or reply to this email at fun@willygoat.com. Checks can be mailed to PO Box 59278, Birmingham, AL 35259.

Quote summary



Santa Clara Playground × 1
PKP107

\$11,511.00

Playground Equipment Crating Fee × 1
Over 10 Feet

\$240.00

Discount  GOOD THROUGH
10-31-2024

-\$659.00

Subtotal

\$11,092.00

Shipping

\$3,408.00

Total

\$14,500.00 USD

You saved \$659.00

To pay via wire or check, please give us a call or email us at fun@willygoat.com

Customer information



CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/08/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Approval of Osage County Landfill Fees for regular service and fall cleanup

BACKGROUND:

Annually, the City of Osage provides citizens with a spring and fall cleanup. This year the invoice for regular service plus fall cleanup is \$12,417.55. The Sanitation Department hauled 24.75 tons for fall cleanup.

FISCAL NOTE:

\$12,417.55

COUNCIL ACTION:

1) To approve the Osage County invoice for landfill fees

STAFF RECOMMENDATION:

Approve the Osage County invoice for landfill fees

MOTION:

I make a motion to approve the Osage County invoice for landfill fees in an amount of \$12,417.55

OSAGE COUNTY CLERK

PO BOX 226
LYNDON, KS 66451
PH: (785) 828-4812 Fax: (785) 828-4749

DATE: October 1, 2024

BILL TO

City of Osage
201 S 5th St, PO BOX 250
Osage City, KS 66523
PHONE 785-528-3714

FOR

Osage County Solid Waste

Details	AMOUNT
CURRENT BALANCE: August 30 - September 30	\$12,417.55
1.5% Interest for previous balance due	\$0.00
TOTAL DUE UPON RECEIPT	\$12,417.55

PAYMENT IS DUE WITHIN 30 DAYS FROM STATEMENT DATE

****** NOTICE: a 1.5% late fee will be accessed on balances 30 days past due ******

INVOICES ARE MAILED ON THE 1ST DAY OF EACH MONTH

Make all checks payable to OSAGE COUNTY SOLID WASTE

Please mail all checks to :

OSAGE COUNTY CLERK PO BOX 226 LYNDON, KS 66451

THANK YOU FOR YOUR BUSINESS!

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/08/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 5	BY: Dale Schwieger, Utilities Director	BY: KH

ITEM:

Purchase of light poles for CIP

BACKGROUND:

City Council approved purchasing \$40,000.00 in light poles for the 2024 CIP.

FISCAL NOTE:

The light poles are 20 (30 ft) poles and 60 (40 ft) poles, for \$37,080.00, plus sales tax

COUNCIL ACTION:

- 1) Approve the purchase of pole in the amount of \$37,080 plus sales tax from Stella.Jones
- 2) Reject the purchase of poles in the amount of \$37,080 plus sales tax from Stella.Jones

STAFF RECOMMENDATION:

To approve the purchase of the poles

Motion:

I make a motion to approve the purchase of light poles in the amount not to exceed \$40,000 from Stella.Jones



QUOTATION

Attention: CHRIS CROUCHER
Company: CITY OF OSAGE CITY

Date: September 26, 2024
From: Dustin Brown

Phone:
Fax:
Email: CROUCHER@KMEA.COM

Phone:
Fax:
Email: dbrown@stella-jones.com

Your Reference: OSAGE CITY, KS

Our Reference: URI202412453

We are pleased to offer the following:

FOB: OSAGE CITY, KS

Ship Time: APPROX 1-3 WEEKS ARO - subject to review at time of order

Payment Terms: NET 30

Description:
SOUTHERN YELLOW PINE POLES, FULL LENGTH PRESSURE DCOI TREATED
M-20 FRAMED, LEE INSPECTION AND CONFORMING TO RUS 2011 SPECIFICATIONS.

Species	Preservative	Quantity	Class	Length	Price per each [US]
SYP	PENTA F/L	20	CL4	30	\$321.00
SYP	PENTA F/L	60	CL4	40	\$511.00

Notes:
PRICES BASED ON SHIPPING
ACTUAL QUANTITIES QUOTED.
FREIGHT AND DELIVERY CHARGES
INCLUDED.
SEE ATTACHED TERMS AND
CONDITIONS.
SALES TAX NOT INCLUDED.

Dustin Brown

Totals	80	\$37,080.00
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Unless otherwise stated herein, this quotation is submitted subject to our confirmation upon receipt of your order. Any applicable taxes and/or duties are for the buyer's account. All agreements are contingent upon strikes, accidents, acts of God, or other delays whatsoever kind occasioned by circumstances beyond our control. Unless otherwise stated, prices are valid for 30 days from quotation date. Freight is based on quantities quoted and is subject to review should the quantity change. Inspection and final acceptance is to be made at our plant, concurrently with loading, by mutually satisfactory parties, for your account, unless otherwise stated. Payment terms are net 30 days after date of shipment, based on approved credit. All credit card payments will be assessed an additional 3% processing fee. Interest will be charged at a rate of 1.5% per month on overdue accounts.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/08/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 6	BY: Dale Schwieger, Utilities Director	BY: KH

ITEM:

Purchase of ERTs for a gas meter reading of 5,000.00 for CIP.

BACKGROUND:

These are to replace 40g ERTs that are currently being used in the city

FISCAL NOTE:

Staff is purchasing 45 ERTs for Rockwell gas meters. This equipment works with our billing and meter reading software.

COUNCIL ACTION:

- 1) Approve the purchase of gas ERT's in the amount of \$5,000 from Dutton Larson Company
- 2) Reject the purchase of gas ERT's in the amount of \$5,000 from Dutton Larson Company

STAFF RECOMMENDATION:

To approve the purchase of the gas ERT's for the Rockwell gas meters

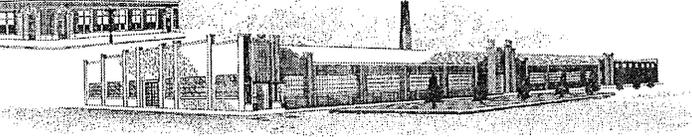
Motion:

I make a motion to approve the purchase of gas ERT's not to exceed \$5,000



DUTTON-LAINSON COMPANY

FOUNDED IN 1886



451 West 2ND St.
Tel 402-462-4141
Fax 402-460-4612

HASTINGS, NEBRASKA 68902-0729

Date: 9/27/2024

Quote# 19511

Customer: City of Osage City

Location: Osage City, KS

Name: Dale Schweiger

Project: 100G Gas ERT

Qty	Description	Price	Units	Delivery
40	ERW-5006-002 - 100G DLS Gas ERT for 11 Tooth Sensus/Rockwell gas meter.	\$99.00	Ea	Stock

Freight: Plus Freight

Adam Saenzpardo

asaenzpardo@dlco.com

Phone 402-462-4141 ext. 696

Standard terms and conditions apply from manufacture

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
10/08/2024

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 7	BY: Dale Schwieger, Utilities Director	BY: KH

ITEM:

Purchase of 6 turbidimeters for water plant.

BACKGROUND:

The City Council approved \$36,000.00 to replace the turbidimeters at the water plant, which were last replaced in 1996. We checked into a second company for the replacement of these, but because they are incompatible with the rest of the equipment, the cost would be much higher with the replacement of the monitors.

FISCAL NOTE:

Replacement of turbidimeters with a maintenance kit, warranty, and service agreement. \$30,868.65.

COUNCIL ACTION:

- 1) Approve the purchase of 6 turbidimeters for water plant in the amount of \$30,868.65 from Hach
- 2) Reject the purchase of 6 turbidimeters for water plant in the amount of \$30,868.65 from Hach

STAFF RECOMMENDATION:

To approve the purchase of 6 turbidimeters for water plant

Motion:

I make a motion to approve the purchase of 6 turbidimeters for water plant not to exceed \$36,000



Be Right™

Quotation

Quote Number: 101094993v2
Use quote number at time of order to ensure that you receive prices quoted

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

Quote Date: 17-Sep-2024

Quote Expiration: 16-Nov-2024

CITY OF OSAGE CITY
201 S 5TH
5TH & MAIN
OSAGE CITY, KS 66523

Name: Craig Croucher
Phone: 785-219-1080
Email: ccroucher@osagecity.com

Customer Account Number : 079457

Sales Contact: Rachelle Thibert Email: rachelle.thibert@hach.com Phone: 913-837-0045

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV445.99.21112	TU5 Series® TU5300sc Low Range Laser Turbidimeter with Flow Sensor and System Check, EPA Version. Standard lead time 10 days.	6	2,941.00	17,646.00
2	LPV442.99.01012	TU5 Series® TU5200 Laboratory Laser Turbidimeter without RFID, EPA Version. Standard lead time 15 days.	1	4,901.10	4,901.10
3	LZY907.97.00002	Maintenance Kit for TU5300sc and TU5400sc Laser Turbidimeter, with RFID Sealed Vials. Standard lead time 3 days.	1	1,537.65	1,537.65
4	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 3 days.	3	54.35	163.05
5	LZV946	Sample vials for TU5200 Benchtop Laser Turbidimeter. Standard lead time 3 days.	1	84.85	84.85
6	WRTUPGTU53XX - 4 VISIT	WarrantyPlus Service Agreement includes one start-up and three preventative maintenance/calibration visits per year, all parts, labor, and travel for on-site repairs, unlimited technical support calls, and free firmware updates. Automatic Cleaning Module is not covered under this offering.	6	985.00	5,910.00
		WarrantyPlus Service Agreement includes one on-site start-up or			

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
7	WRTUPGTU52XX	preventative maintenance/calibration visit per year, all parts, labor, and travel for repairs, unlimited technical support calls, and free firmware updates.	1	626.00	626.00
				Grand Total	\$ 30,868.65

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1) A statement of intended end-use; 2) Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS

Terms are Subject to Credit Review

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

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

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

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

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

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

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

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

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

This Quote is good for a one time purchase

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

Sales Contact:

Name: Rachelle Thibert
Title: Regional Sales Manager
Phone: 913-837-0045
Email: rachelle.thibert@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<p>Hach Service</p> <p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p>Pick&Ship™</p> <p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p>Technical Support</p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>
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ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<p>Safe & Fast Delivery</p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p>Save Time – Less Hassle</p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<p>Save Money</p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 7/13/2024						Collect ⁴ Handling Fee Effective 7/13/2024
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

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 thirty (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 re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. 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% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from settling off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [§ 20](#) for further wire transfer requirements.

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. Buyer is 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 negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

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



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

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

19. **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.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties 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 any Buyer Indemnified Parties' 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.

22. **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.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. 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.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

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