

City of Baldwin City  
PO Box 86  
Baldwin City, Kansas 66006  
Council Meeting Agenda

Baldwin City Public Library  
800 7th St  
Baldwin City, KS 66006

TUESDAY  
August 15th, 2023  
7:00 PM



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**A. Call to Order-Mayor Casey Simoneau**

**B. Approval of Agenda**

**C. Consent Agenda**

1. Minutes 08.01.2023
2. Special Event-Baldwin State Bank
3. Special Event-Rainbow Preschool
4. Sidewalk Dining & Hospitality License Application

**D. Public Comment:**

*Members of the public are welcome to comment on items relating to City business not listed on this Agenda. Please stand and wait to be recognized by the Mayor. As a general practice, the comments may or may not be acted upon by the Council during the meeting, or Council may refer the items to staff for follow up.*

*If you wish to comment on an item listed on the agenda, a **sign-up sheet** is provided for you to sign in and provide your address. You will be called on when the Agenda item of interest is under discussion by the Council.*

**E. Special Reports or Presentations**

**F. Old Business**

1. Budget Hearing Notice

**G. New Business**

1. Resolution-CDBG Grant
2. Asphalt roller purchase
3. Hydro Vac Sewer Cleaning Machine purchase

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**H. Council Committee Reports**

1. Budget and Finance - Scott Lauridsen/Cory Venable
2. Community Development - Cory Venable/Susan Pitts
3. Public Safety - Susan Pitts/Jerry Smith
4. Public Works and Utilities - Julie Constantinescu/Jerry Smith
5. Strategic Planning - Scott Lauridsen/Julie Constantinescu

**I. City Administrator and Staff comments**

**J. Council and Mayor comments**

**K. Executive Session**

**L. Adjourn**

*City Council meets every first and third Tuesday of each month at 7:00 p.m. in the Library community meeting room. Council work sessions are held the last Tuesday of each month at 7:00 p.m. in the American Legion Hall.*

**City of Baldwin City**  
**Minutes**  
**Tuesday, August 1st 2023**

**Hearing: CDBG**

Brett Wagner-Governmental Assistance Services in Lawrence KS. There was a publication in the paper required by CDBG for the program. The CDBG program through the State of Kansas has received some covid resiliency money so they are giving out grants. The cities and counties apply for the money and decide how to pass it out to their businesses. The businesses have to have been in operation as of March 1st of 2020. The businesses also have other qualifications to be eligible. Each city or county is eligible for up to \$150,000.00. This is competitive, not all cities and counties will receive funds. Applications must be submitted by the end of the month.

**A. Call to Order**

The Baldwin City Council was called to Regular Session at 7:00 p.m. at the Baldwin City Public Library, 800 7th Street, with Mayor Casey Simoneau presiding.

Present were Council Members: Cory Venable, Susan Pitts, Julie Constantinescu, Scott Lauridsen, and Jerry Smith.

Also, attending: Glenn Rodden-City Administrator; Amara Packard-City Clerk; Lynn Meador-Communications Director; Dakota Loomis-City Attorney; Chief Mike Patrick-Police Department; and Russ Harding-Planning Administrator.

**B. Approval of Agenda**

Cory Venable moved and Susan Pitts seconded to approve the agenda.  
Motion carried with a vote of 5 yes and 0 no.

**C. Consent Agenda**

1. Minutes 07.18.2023
2. Special Event-Baker University

Susan Pitts moved and Scott Lauridsen seconded to approve the consent agenda. Motion carried with a vote of 5 yes and 0 no.

**D. Public Comment**

**E. Special Reports or Presentations**

**F. Old Business**

## 1. Heritage Final Plat

Heritage Subdivision 2B was heard at the Planning Commission on July 11th and approved with a 4-0 vote in favor of moving it on to the council. The engineer of record is at the meeting along with the city's staff engineer.

Sherry Taylor-1808 N. 300 Rd.-Wrote the council members a letter and hoped they had been able to read it prior to the meeting.

Rick Woodhead-1811 N 300 Rd.-Also wrote the council a letter. Rick asked the council to value the people on 300 Rd, value their lifestyle, their needs. He asked for only approving phase one tonight and giving them a chance to work on phase two.

Julie Constantinescu addressed her main two concerns which are greenspace and water run off.

Dean Grobe-engineer for this project, said that he designed a detention facility to handle the water on the west side up to the ridge by Highway 56. They will reduce the peak discharge 34% from the existing condition.

Scott Lauridsen was concerned about the cul-de-sacs meeting the design standards.

Russ Harding addressed the council that the plan meets the requirements for a cul-de-sac. The street would not follow code unless it had two exits, but could be interpreted differently, so would pass on to the attorney. Mayor Simoneau hopes that putting a gate at the N. 300 Rd access point would be sufficient.

Scott Lauridsen asked how they could get sidewalks to align to get people to the crosswalk. There is not currently a sidewalk easement along Highway 56. Dean Grob said that the utility easement is large enough to be dedicated as a pedestrian easement to get it out of the KDOT right-of-way.

Cory Venable moved and Scott Lauridsen seconded to approve the Heritage subdivision final plat as presented. Motion carried with a vote of 4 yes and 1 no.

Jerry Smith-yes, Susan Pitts-yes, Cory Venable-yes, Scott Lauridsen-yes, Julie Constantinescu-no

## 2. HWY 56

This project came about in the early 2000's. The project is from direction given from prior councils. Current construction cost estimates are around 2.6 million. In the agreement, KDOT will pay up to 100% of that up to 1.673 million leaving the city with around \$900,00.00 to cover on construction costs. Jason Hoskins from BG Consultants gave the council a map with some changes to the plan, eliminating some items to reduce the cost. Reductions were discussed as well as where the funding would come from.

Susan Pitts moved and Cory Venable seconded to accept the reductions recommended by the project engineer for the Highway 56 project. Motion carried with a vote of 5-0.



### 3. RHID-High St

Susan Buffington-126 E High St.-Provided the council with her analysis of the Housing Needs Analysis from January 2022 and explained her reasoning why the city should not offer incentives to developers at the cost of the city and school district.

Scott Lauridsen said that the developers are waiting on the council's approval to establish a RHID in order to move forward with their plans. He explained that there is no cost to the city. Instead we are foregoing a portion of the property tax that the city would get if they were to build here, for a portion of time. A builder wouldn't want to come to our city to build if we were oversaturated with houses on the market.

Cory Venable moved and Julie Constantinescu seconded to adopt the resolution setting the hearing date for the Trail View rural housing subdivision. Motion carried with a vote of 5-0.

## **G. New Business**

## **H. Committee Reports**

1. Budget and Finance - Scott Lauridsen/Cory Venable  
Next meeting will be 08/04/23 at 7:45am. 2nd floor of City Hall
2. Community Development - Cory Venable/Susan Pitts  
Next meeting will be 8/28/23 at 4:00 p.m., 2nd floor of City Hall
3. Public Safety - Susan Pitts/Jerry Smith  
Next meeting will be on 8/08/2023 at 4:00 p.m.
4. Public Works and Utilities - Julie Constantinescu/Jerry Smith  
Next meeting will be 08/10/23 at 9:00a.m.
5. Strategic Planning - Scott Lauridsen/Julie Constantinescu  
Next meeting will be 08/04/2023 at 2:00pm 2nd Floor of City Hall

## **I. City Administrator and Staff Comments**

On Monday August 7th, Glenn Rodden was invited to be a part of a Renewable Power Symposium out at Kansas State. He will be giving a presentation on all the renewable stuff the City of Baldwin has been doing.

Glenn let the council know that the city lost power for about 12 minutes from the heavy storm that came in last weekend. The outside feed was losing so many customers that it knocked us offline. The guys got us back online and stayed all night at the power station

in case it cut out again. Some of our city crew is down in Ottawa helping them out after it caused major damage there.

**J. Council & Mayor Comments**

**K. Executive Session**

**L. Adjourn**

Julie Constantinescu moved and Susan Pitts seconded to adjourn the regular meeting. Motion carried with a vote of 5 yes and 0 no. Time: 8:56 p.m.

Attest:

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Amara M. Packard

City Clerk



## SPECIAL EVENTS APPLICATION

*Submit completed application to City Clerk Office thirty (30) days prior to event*

Date: 8/3/23

Name of contact person Kisa Miller

Phone 785-594-6421

Email Kisa@baldwinstatebank.com

Name of Sponsoring Business or Organization (if different than above)

Baldwin State Bank

Address or location of event 721 High St.

Describe the type of event proposed Date(s) of proposed event: 9/8/23

Customer Appreciation / Football Kickoff  
Cookout

Hours of operation: 11 am - 2 pm

Please describe the details of your event in the space provided below. Attach additional sheets if necessary

Grilling hot dogs on sidewalk in front of  
bank, providing chips + soda, Cornhole game

Attendance: Total anticipated attendance: Persons 30-50 Vehicles unknown -  
probably just regular  
bank traffic

Electrical - does your event require electricity? ☒ No ☐ Yes (if yes, show location(s) on map & Complete Green Utility Card)

Code 15-222 b., (1) - (b): Electrical Service shall not be installed until receipt of written request, \$25 activation fee. All energy consumed shall be metered and billed according to the rate set forth in Section 15-201(c).

☞ Only the City, or its designee, may install or activate such temporary services and any materials used shall remain the property of the City.

Barricades - does your event require street closure? ☒ No ☐ Yes (if yes, show location(s) on map)

**Trash:** How will trash be managed? Provide

☐

Own Trash Receptacles

☐

**Restrooms:** Number of Portable Restrooms

(show location(s) on map) Request City Services

(show location(s) on map)

None

Company to place/remove NA

Company contact info NA

**Structures:** Are temporary buildings, site improvements or alterations, grills, tents, canopies, inflatable structures, or live music proposed with this request? ☐ No ☒ Yes (If yes, show location(s) on map)

*If yes, please describe:*

One small grill on sidewalk in front of bank. We will utilize our Baldwin State Bank canopy.

**Signs:** Are signs or attention attracting devices proposed with this event? ☒ No ☐ Yes (if yes, show on map)

**Publicizing Event:** Will the proposed event be advertised to the public?

☐ No ☒ Yes – Flyers ☒ Yes – Newspapers ☐ Yes – Radio/TV (Please attach copy)

### APPLICATION CHECKLIST

☐ **Completed Application**

☐ **Map** - Attach a map showing street(s) and location of the event as described above.  
Map to Include Locations for: Electrical, Barricade, Trash, Restrooms, Structures, and Signs

☐ **Insurance coverage** – Applications for all events *held on public property and/or assisted by the City of Baldwin City* must be accompanied by a Certificate of Insurance identifying the City as "Additional Insured." Proof of Liability and Bodily Injury Insurance Coverage at a minimum amount of \$500,000.00 combined single limit per occurrence with a minimum aggregate limit of \$1,000,000 is required. Insurance certificates must reference the event to be held and be dated within 30 days of the event. Contact City Clerk, Amara Packard at [apackard@baldwincity.gov](mailto:apackard@baldwincity.gov) or call 785.594.6427 to confirm if applicable to your event.

- ☐ **Non-Profit:** Fee's may be waived by the City Administrator if a letter showing non-profit status is included with application.
- ☐ **Application fees:** \$100.00
- ☐ **Utility fees:** If electric service is requested, a fee of \$25.00 plus the cost of electricity used will be assessed. Applicants must complete a Green Utility Card in advance and include with the application.
- ☐ **Alcohol:** If alcohol is to be served or sold a copy of the *approved KSDR Form ABC-892 Temporary Permit Application and Agreement* on file with the City Clerk.

**\*Fillable Form ABC-892** available online:

<https://www.ksrevenue.org/pdf/abc892.pdf#search=892>

*I certify that the information contained in and attached to this application is correct, and I agree to abide by the terms of the Code of the City of Baldwin City, Kansas, which regulate special events, and by the specific terms and stipulations of this permit.*

*By signing this application, the applicants for a Special Event Permit agree to hold the City of Baldwin City and its employees harmless for any and all claims, lawsuits, or liability including attorney fees, costs allegedly arising out of loss, damages, or injury to person or person's property occurring during the course of or pertaining to the Special Event caused by the conduct of employees or agents of applicants.*

**Applicants Signature:** \_\_\_\_\_



Applications for a special event filed after thirty (30) days prior to the event  
may not be considered

1k/@38.7749665,-95.1891152,19.5z?entry=ttu

X

Search this area



Lamb-Roberts-Price  
Funeral Home

El Patron Mexican Food  
Mexican • \$

Design Specialties  
Jewelry store

John A. Emerson PA



Twist Trade Boutique  
Baldwin City  
Women's clothing store

OmGrown Yoga &  
Wellness Collective

New Frontier Tax  
and Business Services

Homestead  
Kitchen & Bakery

JC Grason

Lumberyard Arts Center

Sullivan

Baldwin City Fitness

High St

High St

High St

High St

Eighth St

Grill

ATM

Baldwin State Bank

Canopy

RG FIBER

Baldwin A  
of Dance ar

Baldwin City Municipal  
Government City Hall

Palmyra Masonic  
Lodge No. 23  
Temporarily closed

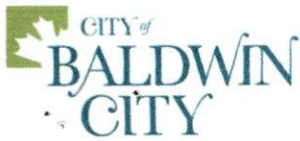
The Bullpen

Skiff's 1890's Barbershop



Google

Map data ©2



## SPECIAL EVENTS APPLICATION

*Submit completed application to City Clerk Office thirty (30) days prior to event*

Date: 8/7/23

Name of contact person Donna Kneedler

Phone 785-979-0192

Email rainbowexperiencebaldwin@yahoo.com

Name of Sponsoring Business or Organization (if different than above)

Rainbow Preschool

Address or location of event 115 6th St.

Describe the **type of event** proposed **Date(s)** of proposed event: 8/23/23  
Back to School BBQ

Hours of operation: 6:00 p.m - 9:00 p.m.

Please describe the **details** of your event in the space provided below. Attach additional sheets if necessary We will be having a family event with kids' games across the street. We were hoping to keep the children safe from oncoming traffic.

**Attendance:** Total anticipated attendance: Persons 50-70 Vehicles \_\_\_\_\_

**Electrical** - does your event require electricity? ☒ No ☐ Yes (if yes, show location(s) on map & Complete Green Utility Card)

Code 15-222 b., (1) – (b): Electrical Service shall not be installed until receipt of written request, \$25 activation fee. All energy consumed shall be metered and billed according to the rate set forth in Section 15-201(c).

☞ Only the City, or its designee, may install or activate such temporary services and any materials used shall remain the property of the City.

**Barricades** – does your event require street closure? ☐ No ☒ Yes (if yes, show location(s) on map)

**Trash:** How will trash be managed? Provide

☐

Own Trash Receptacles

☐

**Restrooms:** Number of Portable Restrooms

☒

(show location(s) on map) Request City Services

(show location(s) on map)

Company to place/remove \_\_\_\_\_

Company contact info \_\_\_\_\_

**Structures:** Are temporary buildings, site improvements or alterations, grills, tents, canopies, inflatable structures, or live music proposed with this request? ☐ No ☒ Yes (If yes, show location(s) on map)

If yes, please describe:



**Signs:** Are signs or attention attracting devices proposed with this event? ☒ No ☐ Yes (if yes, show on map)

**Publicizing Event:** Will the proposed event be advertised to the public?

☒ No ☐ Yes – Flyers ☐ Yes – Newspapers ☐ Yes – Radio/TV (Please attach copy)

### APPLICATION CHECKLIST

☒ **Completed Application**

☐ **Map** - Attach a map showing street(s) and location of the event as described above.  
Map to Include Locations for: Electrical, Barricade, Trash, Restrooms, Structures, and Signs

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**Non-Profit:** Fee's may be waived by the City Administrator if a letter showing non-profit status is included with application.



**Application fees:** \$100.00



**Utility fees:** If electric service is requested, a fee of \$25.00 plus the cost of electricity used will be assessed. Applicants must complete a Green Utility Card in advance and include with the application.



**Alcohol:** If alcohol is to be served or sold a copy of the **approved KSDR Form ABC-892 Temporary Permit Application and Agreement** on file with the City Clerk.

**\*Fillable Form ABC-892** available online:

<https://www.ksrevenue.org/pdf/abc892.pdf#search=892>

*I certify that the information contained in and attached to this application is correct, and I agree to abide by the terms of the Code of the City of Baldwin City, Kansas, which regulate special events, and by the specific terms and stipulations of this permit.*

*By signing this application, the applicants for a Special Event Permit agree to hold the City of Baldwin City and its employees harmless for any and all claims, lawsuits, or liability including attorney fees, costs allegedly arising out of loss, damages, or injury to person or person's property occurring during the course of or pertaining to the Special Event caused by the conduct of employees or agents of applicants.*

**Applicants Signature:** \_\_\_\_\_

*Donna S. Kneedler*

**Applications for a special event filed after thirty (30) days prior to the event  
may not be considered**

**DESIGNATED OR GENERIC EXEMPTION CERTIFICATE**

The undersigned purchaser certifies that the tangible personal property or service purchased from:

Seller: Rainbow Experience Preschool

Business Name

Business Address: 115 6TH Street Baldwin City KS 66006  
Street, RR, or P.O. Box City State ZIP + 4

is exempt from Kansas sales and compensating use tax under K.S.A. 79-3606. The undersigned understands and agrees that if the tangible personal property or services are used other than as stated in its statutory exemption, or are used for any other purpose that is not exempt from sales or compensating use tax, the undersigned purchaser becomes liable for the tax. The unlawful or unauthorized use of this certificate is expressly prohibited, punishable by fine and/or imprisonment.

This certificate shall apply to (check one):

☐ Single Purchase Certificate. Enter the invoice or purchase order #: \_\_\_\_\_

☐ Blanket Certificate.


Name of Purchaser: William Michels

Purchaser's EIN: \_\_\_\_\_ Foreign Diplomat Number: N/A

Business Address: 115 6TH Street Baldwin City KS 66006  
Street, RR, or P.O. Box City State ZIP + 4

**Reason for Exemption.** Check the appropriate box for the exemption. Since this is a multi-entity form, not all entities are exempt on all purchases. Only those entities that do not have a Kansas Tax-Exempt Entity Exemption Number may use this certificate to claim an exemption. Kansas-based tax-exempt entities are required to have a Kansas Tax Exempt Entity Exemption Number; non-Kansas tax-exempt entities who regularly do business in Kansas are encouraged to apply for a Kansas Tax-Exempt Entity Exemption Number through our website at [www.ksrevenue.gov](http://www.ksrevenue.gov). Tax exempt entities who have been assigned a Kansas Exemption Number (Kansas and non-Kansas based) must use their numbered Tax-Exempt Entity Exemption Certificate (Form PR-78) issued by the Kansas Department of Revenue to claim their exemption; they cannot use this certificate.

- |  |   |
|--|---|
| <p><input type="checkbox"/> Drill bits &amp; explosives actually used in oil and gas exploration and production, K.S.A. 79-3606(pp).</p> <p><input type="checkbox"/> Educational materials purchased for free public distribution by a nonprofit corporation organized to encourage, foster, and conduct programs for the improvement of public health, K.S.A. 79-3606(ll).</p> <p><input type="checkbox"/> Materials purchased by community action groups or agencies to repair or weatherize housing occupied by low income individuals, K.S.A. 79-3606(oo).</p> <p><input type="checkbox"/> Medical supplies and equipment purchased by a nonprofit skilled nursing home or intermediate nursing care home, K.S.A. 79-3606(hh).</p> <p><input type="checkbox"/> Qualified machinery and equipment purchased by an over-the-air free access radio or TV Station, K.S.A. 79-3606(zz).</p> <p><input type="checkbox"/> Seeds, tree seedlings, fertilizers and other chemicals, and services used to grow plants to prevent soil erosion on agricultural land, K.S.A. 79-3606(mm).</p> <p><input type="checkbox"/> Foreign Diplomat.</p> <p><input type="checkbox"/> Newly Legislated Exemption. Briefly describe the exemption and enter the statute reference or enter the year and number of the Bill authorizing the exemption. _____</p> | <p><input type="checkbox"/> Community-based facility for people with intellectual disability or mental health center, K.S.A. 79-3606(jj).</p> <p><input type="checkbox"/> Elementary or secondary school (public, private or parochial), K.S.A. 79-3606(c).</p> <p><input type="checkbox"/> Habitat for Humanity, K.S.A. 79-3606(ww).</p> <p><input type="checkbox"/> Noncommercial educational TV or radio station, K.S.A. 79-3606(ss).</p> <p><input type="checkbox"/> Nonprofit blood, tissue or organ bank, K.S.A. 79-3606(b).</p> <p><input checked="" type="checkbox"/> Nonprofit public or private educational institution, K.S.A. 79-3606(c).</p> <p><input type="checkbox"/> Nonprofit hospital or public hospital authority, K.S.A. 79-3606(b).</p> <p><input type="checkbox"/> Nonprofit museum or historical society, K.S.A. 79-3606(qq).</p> <p><input type="checkbox"/> Nonprofit, nonsectarian youth development organization, K.S.A. 79-3606(ii).</p> <p><input type="checkbox"/> Nonprofit religious organization, K.S.A. 79-3606(aaa).</p> <p><input type="checkbox"/> Nonprofit zoo, K.S.A. 79-3606(xx).</p> <p><input type="checkbox"/> Parent-Teacher Association or Organization, K.S.A. 79-3606(yy).</p> <p><input type="checkbox"/> Primary care clinics and health centers serving the medically underserved, K.S.A. 79-3606(ccc).</p> <p><input type="checkbox"/> Rural volunteer fire fighting organization, K.S.A. 79-3606(uu).</p> |
|--|---|

Authorized Signature:   
Officer, Office Manager or Administrator

Employer ID Number (EIN): 48-1029154

Printed Name: William Michels

Date: 04-20-2022

**THIS CERTIFICATE MUST BE COMPLETED IN ITS ENTIRETY.**  
 PLEASE REFER TO THE INSTRUCTIONS FOR USE OF THIS CERTIFICATE ON THE REVERSE.



**Sidewalk Dining & Hospitality License Application**

Business Information						
Name of Business to be Licensed: <b>GAMBINO'S PIZZA</b>				E-Mail Address: <b>b75familyinc@gmail.com</b>		
Business Address	<b>751 EIGHTH ST.</b>				Business Phone:	
Mailing Address	Street: <b>EIGHTH STREET</b>	City: <b>Baldwin City</b>	State: <b>KS</b>	Zip: <b>66006</b>		
If a corporation or partnership, please list names, addresses and birthdates of all officers/directors/partners:						
Name:	Street:	City:	State:	Zip:	Birth Date:	
<b>Britt Heck</b>	<b>1009 Kathy's CT</b>	<b>Baldwin City</b>	<b>KS</b>	<b>66006</b>	<b>2-12-76</b>	
Name:	Street:	City:	State:	Zip:	Birth Date:	
<b>Troy Heck</b>	<b>1009 Kathy's CT</b>	<b>Baldwin City</b>		<b>66006</b>	<b>1-2-67</b>	
Name:	Street:	City:	State:	Zip:	Birth Date:	
Manager Information						
Place of Business Managed by:			Contact Name:		Contact Phone Number:	
<b>Britt Heck</b>			<b>Britt Heck</b>		<b>785-550-2692</b>	
Address:	Street:	City:	State:	Zip:	E-Mail Address:	
<b>1009</b>	<b>Kathy's CT</b>	<b>Baldwin City</b>	<b>KS</b>	<b>66006</b>	<b>b75familyinc@gmail.com</b>	

**PLEASE INCLUDE:**

- ☐ Certificate of Insurance (The City of Baldwin City must be named as an additionally insured, in an amount not less than \$500,000 single incident)
- ☒ Signed Permission from Adjacent Property Owner(s) & Tenant(s) (FOR NEW LICENSES ONLY)
- ☐ Copy of Kansas Food Service Establishment License
- ☐ Copy of Kansas Liquor License
- ☐ Right-of way Agreement (For new Licenses or if ownership has changed)
- ☐ Copy of Kansas Department of Revenue Form 806. (If Serving Alcohol in the Public Sidewalk)
- ☐ \$25.00 Yearly Application Fee & \$1.00 per Square Foot Use of Sidewalk Fee

I hereby agree to comply with the rules and regulations of the City of Baldwin City concerning sidewalk dining establishments. I have received a copy of Ordinance 1286 of the City of Baldwin City, Kansas, and understand the regulations therein. All documents required by the application and a site plan has been submitted to the City Planning Department (if this is a new license).

By submitting this application, I hereby agree to at all times save and hold harmless the City of Baldwin City, Kansas from all liability, costs, damages, and expenses of any kind, for the payment of which the City may become liable to any person, firm or corporation by reason of any claim or damages arising from the failure of the licensee, its employees, agents, servants, invitees, and patrons to exercise due care and diligence in the use of the sidewalk.

**Britt Heck**                                            **8/11/03**  
 APPLICANT'S NAME (Printed)                      APPLICANT'S SIGNATURE                      DATE



**Sidewalk Dining & Hospitality License Application**

Name of Business: <u>Edward Jones</u>		Name of Business Owner: <u>Harry Carrington</u>		E-Mail Address: <u>Stancarringtonp@gmail.com</u>	
Business Mailing Address: <u>723</u>	Street: <u>8th Street</u>	City: <u>Baldwin</u>	State: <u>KS</u>	Zip: <u>66006</u>	Business Phone: <u>785-594-2910</u>

**As OWNER of a property located next to the above referenced business establishment, I do not hold any objection to the stated business establishment's Sidewalk Dining License.**

Owner Name: <u>Harry Carrington</u>	Owner Signature: <u>[Signature]</u>	Date: <u>7/21/23</u>
Address of Owner: <u>617</u>	Street: <u>E 980 Rd</u>	City: <u>Baldwin City</u>
	State: <u>KS</u>	Zip: <u>66006</u>

**As OWNER of a property located next to the above referenced business establishment, I do not hold any objection to the stated business establishment's Sidewalk Dining License.**

Owner Name: <u>Lori Gardner</u>	Owner Signature: <u>[Signature]</u>	Date: <u>8/3/23</u>
Address of Owner: <u>719 8th St</u>	Street: <u>Baldwin</u>	City: <u>BC</u>
	State: <u>KS</u>	Zip: <u>66006</u>

**As TENANT of a property located next to the above referenced business establishment, I do not hold any objection to the stated business establishment's Sidewalk Dining License.**

Tenant Name:	Tenant Signature:	Date:
Address of Tenant	Street:	City:
	State:	Zip:

**As TENANT of a property located next to the above referenced business establishment, I do not hold any objection to the stated business establishment's Sidewalk Dining License.**

Tenant Name:	Tenant Signature:	Date:
Address of Tenant	Street:	City:
	State:	Zip:

**As TENANT of a property located next to the above referenced business establishment, I do not hold any objection to the stated business establishment's Sidewalk Dining License.**

Tenant Name:	Tenant Signature:	Date:
Address of Tenant	Street:	City:
	State:	Zip:

### **Instructions for the Rate and Budget Hearing Notification**

*The Hearing Notice form may be used for taxing subdivisions wishing to publish and hold their budget hearing and revenue neutral rate hearing at the same meeting. If you are holding two different hearings, you will need a different publication.*

**Note: All fields in GREEN may need an entry.**

This form will **not be** automatically linked to your budget workbook. You will need to input the hearing information to the "Input" tab. This will populate to the notice tabs.

On the 'Hearing Notice' tab, you may input the values from the summary tab in your completed budget workbook. Additional lines can be added to the Hearing Notice page if needed. Excess lines can be deleted if needed.

**WARNING: ENSURE ALL VALUES ARE INPUT CORRECTLY. CORRECTION FOR ERRORS MAY NOT BE AVAILABLE!**

After the Hearing Notice page is complete, it should be printed and provided to the newspaper with general circulation to be published at least 10 days prior to the hearing. The Input tab will identify the last date to publish the notice in the newspaper.

The Hearing Notice, along with proof of publication, should be filed with your budget submission.

Please contact Municipal Services with any questions regarding this form.

This tab will put the date and time and location of the budget hearing on the Budget Summary page. Also, provide the location where as the budget can be reveiwed. Please input information in the green areas.

Subdivision Name:	City of Baldwin	Input full taxing subdivision name (i.e. "
Revenue Neutral Rate:	41.086	Enter the Revenue Neutral Rate provided
Official Name:	Glenn Rodden	
Official Title:	City Administrator	
Hearing Date:	September 5, 2023	Must be at least 10 days between date provided Latest date for notice to be published in :
Hearing Time:	7pm	
Hearing Location:	Public Library, 800 7th Street. Baldwin KS	
Budget Information Available at:	City Hall	

City of Ike")

d by the County Clerk

ublished and hearing held.

your newspaper: April 26, 2023

## NOTICE OF HEARING TO EXCEED REVENUE NEUTRALITY

The governing body of

**City of Baldwin**

#N/A

answering objections of taxpayers relating to the

Rate and the amount of ad valorem tax and the pro

Detailed budget information is available at City Hall and v

### BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of Current Year Estimate for 2022 Ad V

Proposed Tax Rate is subject to change dependent on t

FUND	Prior Year Actual for 2022		Current Year Estimate
	Expenditures	Actual Tax Rate*	Expenditures
01 GENERAL FUND	4,346,002	32.058	3,655,444
02 LIBRARY FUND	170,806	4.085	190,686
03 CEMETERY FUND	143,689	1.967	122,018
06 NRP FUND	204,404		500,000
09 GENERAL BOND & INTEREST	1,100,536	6.789	820,825
11 ELECTRIC FUND	5,434,313		5,140,801
12 WATER FUND	2,849,062		2,550,391
18 WASTE WATER FUND	1,426,929		1,542,024
24 REFUSE & RECYCLING FUND	274,455		282,622
26 SPECIAL PARKS & RECREATION	0		22,134
27 QUALITY OF LIFE SALES TAX	120,000		85,000
28 SPECIAL HIGHWAY FUND	216,237		139,000
29 GENERAL CIP FUND	697,523		0
40 ELECTRIC CIP FUND	0		200,000
41 WATER CIP FUND	130,900		0
42 WASTE WATER CIP FUND	219,619		0
45 SALES TAX CIP FUND	459,538		361,447
51 ELECTRIC FUND	835,694		645,493
70 SWIMMING POOL SALES TAX	0		10,000
73 Midland Trail	32,860		0
#ERROR!			
Totals	18,662,567	44.899	16,267,885



Less: Transfers	3,403,597	2,822,776
Net Expenditure	15,258,970	13,445,109
Total Tax Levied	1,733,421	2,022,961
Assessed Valuation	38,607,440	44,942,277

Outstanding Indebtedness,

January 1,	<u>2021</u>	<u>2022</u>
G.O. Bonds	16,930,000	15,190,000
Revenue Bonds	0	0
Other	0	0
Lease Purchase Principal	1,000,597	1,918,921
Total	17,930,597	17,108,921

\*Tax rates are expressed in mills

\*\* *Revenue Neutral Rate as defined by 2021 KSA 79-2988*

**Glenn Rodden**

City Official Title: City Administrator

Page No.

# L RATE AND BUDGET HEARING

Revenue Neutral

Proposed use of all funds.

will be available at this hearing.

Ad Valorem Tax establish the maximum limits of the 2023 budget.

the final assessed valuation.

Rate for 2023	Proposed Budget for 2024		
Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Tax Rate*
31.925	3,985,008	1,441,379	32.058
4.198	222,896	197,831	4.400
1.966	93,831	88,439	1.967
	500,000		
6.784	860,619	305,244	6.789
	5,429,600		
	2,687,492		
	1,634,042		
	303,887		
	10,000		
	85,000		
	239,000		
	0		
	200,000		
	0		
	0		
	470,551		
	472,646		
	10,000		
44.873	17,204,572	2,032,893	45.214

Revenue Neutral Rate**		41.086
	2,440,104	
	14,764,468	
	xxxxxxxx	
	49,112,858	
<u>2023</u>		
	13,580,000	
	0	
	0	
	2,495,296	
	16,075,296	



**BALDWIN CITY, KS**

**2023 CDBG CVR APPLICATION**

**08/15/23 @ 7:00 PM**

**CITY COUNCIL ACTION ITEMS**

**1) APPROVE AND EXECUTE CDBG APPLICATION DOCUMENTS**

- 1) Entertain a motion authorizing the mayor to execute the Statement of Assurances and Certifications (4 pages)
- 2) Entertain a motion to adopt a Resolution Certifying Legal Authority to Apply for the 2023 Kansas Small Cities CDBG Program from the KS Dept. of Commerce and authorizing the mayor to sign and submit such an application (1 page – NEEDS A RESOLUTION #)
- 3) Entertain a motion authorizing the mayor to execute the Residential Anti-displacement and Relocation Assistance Plan (1 page)
- 4) Entertain a motion authorizing the mayor to execute the Environmental Determination of Level of Review (1 page)
- 5) Entertain a motion authorizing the mayor to execute the HUD Applicant/Recipient Disclosure Report (1 page)
- 6) Entertain a motion authorizing the mayor to execute the contract with Western Consultants dba GAS for CDBG grant writing for \$3,750

**NEXT STEPS**

GAS will work with local businesses/chamber to determine eligibility

8/30/23 CDBG Application deadline

October award announcement

City will designate a committee to review applications and determine awards

## CONTRACT FOR SERVICES

THIS AGREEMENT, IS MADE AND ENTERED INTO THIS 15TH DAY OF AUGUST 2023, BETWEEN BALDWIN CITY, KANSAS, AND WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES, PO BOX 187, LAWRENCE, KANSAS 66044.

WHEREAS, BALDWIN CITY, KANSAS HEREBY RETAINS WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES FOR THE PREPARATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT - CVR THROUGH THE KANSAS DEPARTMENT OF COMMERCE.

WHEREAS, THE PURPOSE OF THIS CONTRACT IS TO PROVIDE BALDWIN CITY, KANSAS WITH A CDBG-CVR APPLICATION.

THEREFORE, the parties agree as follows:

1. WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES agrees to perform the following services, to-wit:

A. Submit Grant Application in accordance within the rules and regulations set forth by each State and Federal agency involved;

B. BALDWIN CITY, KANSAS will be responsible for payment of public hearing costs.

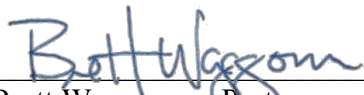
2. In exchange for performance of above said services, related to the preparation and submission of said Grant Application, BALDWIN CITY, KANSAS shall authorize payment, as an allowable cost, to WESTERN CONSULTANTS DBA GOVERNMENTAL ASSISTANCE SERVICES, to-wit:

A. Payment of \$3,750.00 due upon signing of this contract.

IN WITNESS WHEREOF, the parties hereto have signed their names the day, month and year mentioned above.

---

Casey Simoneau  
Mayor  
Baldwin City, KS



---

Brett Waggoner - Partner  
Western Consultants  
DBA  
Governmental Assistance Services

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will comply with the provisions of 24-CFR-200.
  - (10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (11) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.



- (14) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (15) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

_____ Signature, Chief Elected Official	_____ Name (typed or printed)
_____ Title	_____ Date

To Whom It May Concern:

As Chief Elected Official of the City/County of \_\_\_\_\_, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor/County Commission

ATTEST:

\_\_\_\_\_  
City/County Clerk

THE CITY/COUNTY OF \_\_\_\_\_, KANSAS

RESOLUTION NO. \_\_\_\_\_

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2023 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR/COMMISSIONER  
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of \_\_\_\_\_, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of \_\_\_\_\_, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of \_\_\_\_\_, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of \_\_\_\_\_, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$ \_\_\_\_\_ in cash funds toward this project and \$ \_\_\_\_\_ in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF \_\_\_\_\_  
KANSAS, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED \_\_\_\_\_  
MAYOR/COMMISSIONER

ATTEST \_\_\_\_\_

(SEAL)

THE CITY/COUNTY OF \_\_\_\_\_, KANSAS

**(Minimum required by all applicants for funding – must be submitted with application)**

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Date: \_\_\_\_\_ Signature – Chief Elected Official: \_\_\_\_\_

Kansas Department of Commerce  
Community Development Block Grant (CDBG) Program  
1000 S.W. Jackson St., Suite 100  
Topeka, KS 66612-1354

**DETERMINATION OF LEVEL OF REVIEW**

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Description:

---

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- ☐ Exempt from NEPA review requirements per 24 CFR 58.34(a)(\_\_\_\_)
- ☐ Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(\_\_\_\_)
- ☐ Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(\_\_\_\_)
- ☐ An Environmental Assessment (EA) is required to be performed.
- ☐ An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

_____ Chief Elected Official (print name/title)	_____ Chief Elected Official's Signature
_____ Date	

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report ☐ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input type="checkbox"/> No.
---	--

If you answered “No” to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However**, you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy)
---------------------	--------------------



Baldwin City  
803 8th Street  
Baldwin City, Kansas 66006  
C/O Kevin Watts

We are pleased to quote one new Case DV23E Equipped as Follows:

- 39.4" Drum Width
- Front and Rear Drum Vibration
- Centrifugal Force 9217 lbs (each drum)
- Road Lights/Signals/Flashers
- Deluxe Seat with Armrests
- Right Side Drive Lever
- Inline Drums
- Tilttable Drum Scrapers
- Foldable ROPS
- Rotating Beacon
- 3" Retractable Seat Belt

**Municipal Price FOB Baldwin City**

**\$47,810.00**

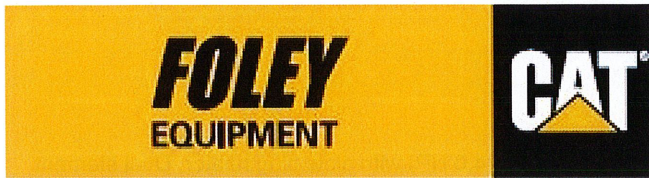
★ Quote good for 30 Days

Thank You,

*Steve Korth*

VLP/EQUIPMENTSHARE





Quote 202493-01

Jun 14, 2023

CITY OF BALDWIN CITY  
PO BOX 86  
BALDWIN CITY  
Kansas  
66006-0086

Attention: JEFF WINKLER

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: CB1.7-03 Utility Compactors

**STOCK NUMBER:** WGN0253

**SERIAL NUMBER:** 064300940

**YEAR:**

**SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Matt Schuster

Regional Sales Representative

---

SELL PRICE	\$36,066.42
EXT WARRANTY	Included
<b>NET BALANCE DUE</b>	<b>\$36,066.42</b>
<b>PLUS APPLICABLE TAXES CALCULATED AT DELIVERY</b>	<b>\$36,066.42</b>

---

**WARRANTY**

Standard Warranty: 12 months unlimited hours  
 Extended Warranty: CB1.7-60 MO/2000 HR PREMIER

**F.O.B/TERMS**

Wichita, KS

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
 Signature





# HX LINE

## HYDRO VACUUM EXCAVATORS



### FEATURES & BENEFITS

#### OPTIMAL POWER

Equipped with 24.8-hp (18.5-kW), 49-hp (36.5-kW) and 74-hp (55.2-kW) Kubota® diesel engines for more power and performance.

#### PROVEN PRODUCTIVITY

The HX Line provides optimal suction and water pressure for mid- and large-scale jobs and features a new patent-pending make-or-break seal design, which optimizes air flow for increased efficiency and simplified plumbing.

#### ENGINEERED FOR VERSATILITY

Compact without sacrificing power, the HX Line is ideal for microtrenching, slot trenching, potholing, and more.

#### CUSTOMER-DRIVEN DESIGN

Featuring a low-profile design, the HX Line offers better visibility and maneuverability without compromising ground clearance. Plus, the optional VT9 and VT9H trailers are under 10K GVWR and do not require a CDL for towing.

#### SUPERIOR FILTRATION

Standard cyclonic filtration system minimizes filter cleaning frequency and increases productivity.

#### TIME SAVING TANK UPGRADES

With a variety of tank sizes to fit your needs, the Ditch Witch® HX Line also has updated black tanks that block sunlight to eliminate algae growth.



# HX LINE HYDRO VACUUM EXCAVATOR SPECIFICATIONS

DIMENSIONS	HX30 500 GAL SPOILS	HX50 500 GAL SPOILS	HX75 500 GAL SPOILS
Length overall	218 in [5.54 m] or 232.1 in [5.90m]	232.1 in [5.90 m]	232.1 in [5.90 m]
Width	96 in [2.44 m]	96 in [2.44 m]	96 in [2.44 m]
Height	84.4 in [2.14 m]	87.9 in [2.23 m]	87.9 in [2.23 m]
Weight, empty	6,240 lb [2830 kg] or 7,698 lb [3492 kg]	8,640 lb [3919 kg]	9,008 lb [7711 kg]
Water tanks	80 gal, 200 gal or 400 gal	200 gal	200 gal
Trailer GVWR	9,999 lb [4535 kg], 12,000 lb [5443kg] 14,000 lb [6350kg], or 17,000 lb [7711 kg]	17,000 lb [7711 kg]	17,000 lb [7711 kg]
	800 GAL SPOILS	800 GAL SPOILS	800 GAL SPOILS
Length	269.4 in [6.84 m]	269.4 in [6.84 m]	269.4 in [6.84 m]
Width	96 in [2.44 m]	96 in [2.44 m]	96 in [2.44 m]
Height	85 in [2.16 m] or 88.7 in [2.25 m]	88.2 in [2.24 m] or 110.2 in [2.8 m]	88.2 in [2.24 m] or 88.7 in [2.25 m]
Weight, empty	8538 lb [3873 kg] or 9,008 lb [4086 kg]	9,610 lb [4359 kg] or 10,443 lb [4737 kg]	10,000 lb [4536 kg] or 10,830 lb [4912 kg]
Water Tanks	200 gal or 400 gal	200 gal or 400 gal	200 gal or 400 gal
Trailer GVWR	20,000 lb [9072 kg] or 24,000 lb [10866 kg]	20,000 lb [9072 kg] or 24,000 lb [10886 kg]	20,000 lb [9072 kg] or 24,000 lb [10886 kg]
	1200 GAL SPOILS	1200 GAL SPOILS	1200 GAL SPOILS
Length		269.4 in [6.84 m]	269.4 in [6.84 m]
Width		96 in [2.44 m]	96 in [2.44 m]
Height		97 in [2.46m]	97in [2.46 m]
Weight, empty		13,148 lb [5964 kg]	13,524lb [6134 kg]
Water tanks		600 gal	600 gal
Trailer GVWR		26,000 lb [11793 kg]	25,990 lb [6804 kg]
POWER			
Engine	Kubota® D1105	Kubota® D1803-CR-TE4B	Kubota® V3307-CR-T-E5B
Fuel	Diesel	Diesel	Diesel
Manufacturer's gross power rating	24.8 hp [18.5 kW]	49 hp [37 kW]	74.3 hp [55.2 kW]
Emissions compliance	EPA Tier 4 [EU Stage V]	EPA Tier 4 [EU Stage IIIA]	EPA Tier 4 [EU Stage V]
Cooling medium	Liquid	Liquid	Liquid
Aspiration	Natural	Direct	Turbo
Number of cylinders	3	3	4
Rated speed	3,000 rpm	2,700 rpm	2,600 rpm
FLUID CAPACITY			
Fuel tank capacity	25 gal [94.6 L]	30 gal [113.6 L]	30 gal [113.6 L]
Engine oil	5.2 qt [4.9 L]	8 qt [7.6 L]	12 qt [11.4 L]
Hydraulic reservoir	6.3 gal [23.8 L]	10 gal [37.9 L]	10 gal [37.9 L]
Hydraulic system	7.75 gal [29.3 L]	12 gal [45.4 L]	12 gal [45.4 L]
Water pump oil	0.47 qt [0.4 L]	0.7 qt [0.7 L]	0.7 qt [0.7 L]
Cooling system	1.25 gal [4.7 L]	2.6 gal [9.8 L]	2.8 gal [10.6 L]
VACUUM SYSTEM			
Air flow	512 cfm [14.5 m³/min]	1,005 cfm [28.5 m³/min]	1,315 cfm [37.2 m³/min]
Vacuum, max	15 in Hg [381 mm Hg]	16 in Hg [406 mm Hg]	16 in Hg [406 mm Hg]
Vacuum tank capacity	500/800 gal [1893/3028 L]	500/800/1200 gal [1893/3028/4542 L]	500/800/1200 gal [1893/3028/4542 L]
Tank outlet valve size	6 in [152 mm]	6 in [152 mm]	6 in [152 mm]
Filter type	Washable polyester	Washable polyester	Washable polyester
Filter area	73 ft² [6.8 m²]	73 ft² [6.8 m²]	73 ft² [6.8 m²]
Suction hose	3 in [76 mm]	4 in [102 mm]	4 in [102 mm]
WATER SYSTEM			
Water pump flow	4.2 gpm [15.9 l/min]	5.3 gpm [20.1 l/min]	5.5 gpm [20.8 l/min]
Water pump pressure, max	3,000 psi [207 bar]	3,000 psi [207 bar]	3,000 psi [207 bar]
HYDRAULIC SYSTEM			
Flow rate	3.6 gpm [14 l/min]	5.5 gpm [21 l/min]	7.5 gpm [28 l/min]
Pressure	2,500 psi [172 bar]	2,500 psi [172 bar]	2,500 psi [172 bar]

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.







The Charles Machine Works  
1959 West Fir Avenue  
P.O.Box PO BOX 66  
Perry, OK 73077  
Phone No : 1-800-654-6481  
Fax No : 580 336 0617  
Email : global@ditchwitch.com

#### Sold-to Party Address

BALDWIN CITY  
SOURCEWELL MEMBER 24951  
803 8TH STREET  
BALDWIN CITY KS 66006-6006

## Quotation

#### Information

Quotation No. 20201398  
Document Date 08/10/2023  
Customer No. 509949  
Dealership DITCH WITCH WORX (OLATHE)  
OLATHE  
PO \_\_\_\_\_  
Created by Todd Miller

#### Global Account Price Quote Quote Valid until : 09/10/2023

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)

Page 2 of 2

#### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	HX50A-PREP - HX50A Vacuum Excavator Prep Ass embly			
1EA	025-1034 - VT24 800 GAL HEAVY TRAILER			20,500.92
Corporate Account Price				119,583.12
Total Freight				1,252.00
Total Tax				11,083.64
Installation Charge				240.00
<b>Total Amount</b>				<b>\$ 132,158.76</b>

#### Confidentiality Notice:

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Page 1 of 2

#### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 112418-CMW ***** HX50A - HX50A With the following configuration: Debris Tank 800 Gallon Water Tank 400 Gallons Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator HX Boom Powered 4in Hoses Water Heater No Quiet Option Yes Prospector Digging Lance Yes Water Air Gap Yes Traffic Cone Storage Yes Trailer Tongue Tool Box Yes Hydraulic Oil Standard Color Standard Trailer Jack Hydraulic			99,082.20

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Page 2 of 2

#### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Color Standard Trailer Jack Hydraulic			
1EA	HX30A-PREP - HX30A Vacuum Excavator Prep Ass embly			
1EA	025-1034 - VT24 800 GAL HEAVY TRAILER			20,500.92
		Corporate Account Price		84,570.48
		Total Freight		1,011.00
		Total Tax		7,859.77
		Installation Charge		400.00
		<b>Total Amount</b>		<b>\$ 93,841.25</b>

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Page 1 of 2

### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 112418-CMW ***** HX30A - HX30A With the following configuration: Debris Tank 800 Gallon Water Tank 400 Gallons Filter Cyclonic Separator Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 3 Inch HX Boom Jib Water Heater No Options Prospector Digging Lance Options Traffic Cone Storage Options Trailer Tongue Tool Box Options Water Air Gap Prospector Digging Lance Yes Water Air Gap Yes Traffic Cone Storage Yes Trailer Tongue Tool Box Yes Hydraulic Oil Standard			64,069.56

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Page 2 of 2

#### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	HX75A-PREP - HX75A Vacuum Excavator Prep Ass embly			
1EA	025-1034 - VT24 800 GAL HEAVY TRAILER			20,500.92
Corporate Account Price				132,405.03
Total Freight				1,575.00
Total Tax				12,269.67
Installation Charge				240.00
<b>Total Amount</b>				<b>\$ 146,489.70</b>

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Page 1 of 2

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Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 112418-CMW ***** HX75A - HX75A With the following configuration: Debris Tank 800 Gallon Water Tank 400 Gallons Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator Controls Right Hand Traffic Water Heater No HX Boom Powered 4in Hoses Prospector Digging Lance Yes Water Air Gap Yes Traffic Cone Storage Yes Trailer Tongue Tool Box Yes Trailer Jack Hydraulic Hydraulic Oil Standard Color Standard			111,904.11

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**AFFORDABLE VACUUM  
HYDRO EXCAVATION**

## ***VAC600***

The HURCO VAC600 is the perfect trailer mounted hydro excavation tool, making quick work of your maintenance, repair and excavation needs.

We utilize top of the line components including Cat® or Kohler® engines and Gardner Denver® blowers, so you know you'll have years of hassle free performance.

The 630 gallon spoils tank provides ample capacity for smaller daily tasks, such as:

- Potholing for buried utilities
- Clean out water main valve boxes, catch basins and storm drains
- Making post holes for signs or fences
- Excavate and replace valve boxes
- Various jobsite cleanup tasks

For a 250 gallon option, we offer the VAC250, which offers the best suction, water pressure and ease of use of any comparable unit available.

Visit our website for more information, or call us for a demonstration!





## Specifications

### VAC550 GAS OR DIESEL

#### POWER / CONTROLS

##### CONTROLS

Engine	DEISEL: Caterpillar C2.2 Industrial Diesel Engine. Highly Regulated. 49.6 bhp. 27.0 kW. 3000 rpm. I4, 4-Stroke. Amply powered to perform all activities simultaneously at noted performance. EPA (US) Tier 4 Interim, Stage IIA (EU) emissions requirements. GAS: 37 HP / 24.2 kW Gasoline Engine. V-twin cylinder, 4-cycle. Amply powered to perform all activities simultaneously at noted performance. Meets EPA and CARB Emissions Standards.
Controls	Curbside Panel. Digital tachometer/ engine hour meter, vacuum gauge, spoils rear door switch, water pump switch, strobe light switch, work light switch, low water bypass switch, Spin Doctor / Aux Switch, engine control panel Model LOFA EP250
Electrical Power	12 Volt system. 12 Volt Battery.
Hydraulic System	9 GPM @ 2250 PSI. Direct coupled hydraulic pump. Temperature / oil level gauge, pressure gauge, spin on filter, 15 gallon reservoir.

#### SPOILS

##### SPOILS

Debris Holding Tank	630 gallon holding capacity. Top hinged fully opening dump door with twin hydraulic lift cylinders. Door is locked using a 4 point spider positive locking system. Compressible rear door O-ring. Vacuum breaker factory preset and certified at 14 Hg. 4 inch rear door dump valve. 4 inch steel suction tube with 4 inch gate valve.
Dumping	32 degree angle fixed pitch debris tank for self unloading. No mechanical lift will be allowed. 4 inch drain valve to dump liquids without opening rear door.

#### VACUUM

##### VACUUM

Vacuum Pump	Diesel: 845 CFM @ 14" Hg. Gas: 495 CFM @ 14" Hg. Gardner Denver Legend R Series Blower. Dual Belt Driven. 80 db silencer muffler.
Filtration	19 - 5 micron filtration tubes. Grain dust rated. Washable. High velocity heavy material dropout debris tank with 3 inch quick drain valve.
Hose and Wands	25 feet of 3 inch hose with quick connect ball and socket connection on both ends. Hose end increases at suction tube to 4 inch to help prevent clogging. 3 inch suction tube with PVC extension, 8 feet long. Other sizes available.

#### WATER

##### WATER

Pressure Washer Pump	4.8 GPM at 3000 PSI. Clutch operated, single belt drive, Cat Pump pressure sensitive regulating unloader valve. Y-strainer water filter element. 6 gallon antifreeze tank with 2 position selector valve.
Capacity	300 gallon water tank.
Hose and Wands	50 feet high pressure hose on manual hose reel with positive lock for travel. 3 foot wash down wand and 8 foot emulsifying wand. High pressure quick disconnects.

#### TRAILER / LIGHTING

##### LIGHTING

Trailer Frame	Power System Skid Frame is constructed of 4" x 1-5/8" 5.4 lbs structural steel channel. All spliced joints are reinforced with a splice plate. Frame deck is 7 ga. steel. Power System plate is mounted on anti-vibration mounts. 2 - 7000 lb Dexter Torflex axles with electric brakes. 285.16 load range E tires and wheels. Battery operated electric breakaway brake system. 7000 lb Bull Dog trailer jack. Acid wash and baked on Powder Coat finish. Non-skid surface on fenders. 2-5/16 standard Ball Hitch with safety chains. Pintle hitch available.
Lighting / Reflectors	DOT approved LED lights with environmentally sealed connectors. DOT Red and White safety striping and side marker lights. Provides all legally required lighting and reflectors for trailers under 80" wide. 12 volt DOT compliant amber strobe light. 2 swiveling work lights.
Approximate Weight and Dimensions	Overall - 256" long x 77" wide x 59" tall. 12" ground clearance. Empty Trailer Weight - 6020 lbs. Gross Trailer Weight - 14,000 lbs. Tongue Weight - 1000 lbs.

#### ADDITIONAL OPTIONS

##### ADDITIONAL OPTIONS

Tool Box	Heavy Duty locking polished diamond plate tool box. 28"x16.5"x11.5"
Arrow Board	Programmable arrow board with controller
Wands	Additional sized pressure washer wands and suction wands
Heat Exchanger	Thermostatic Controlled fan cooled heat exchanger / cooler and temperature gauge.
Hot Water Heater	Diesel fired. 12 volt burner. 340,000 BTU. 9 GPM @ 4000 PSI capable.
Auxiliary Hydraulics	Auxiliary power tool circuit
Hydraulic Tools	Various hydraulic tools available. Contact Hurco for information.

Additional options may be available; please contact us with any requests.

Visit our website for more information, or call us for a demonstration!

**HURCO**  
TECHNOLOGIES, INC.  
**HURCO**TECH.COM  
**1-800-888-1436**

09221818





8-10-2023

City of Baldwin City  
Attn: Mr. Steve Gordan, Wastewater Superintendent  
803 Eight Street  
Baldwin City, Kansas 66006  
City, State Zip



RE: Hurco Vac 600D

Steve,

On behalf of Key Equipment & Supply Co. I would like to thank you for the opportunity to supply you and the City of Baldwin City with a proposal for a new Hurco Technologies Vac VAC600D.

The HURCO VAC600D is the perfect small hydro excavation tool, making quick work of your maintenance, repair, and excavation needs. We utilize top of the line components including Cat® or Kohler® engines and Gardner Denver® blowers, so you know that you will have years of hassle-free performance.

**Standard Features of the Hurco Vac/Valve 600:**

- 49 HP Diesel Engine. Caterpillar 49HP Diesel
- 4.8 GPM at 3000 PSI. Clutch operated, single belt drive, Cat Pump pressure sensitive regulating unloader valve. Y strainer water filter element.
- 6-gallon antifreeze tank with 2 position selector valves.
- 300-gallon water tank.
- Pressure Washer Auto-Retractable hose reel, w 50'x1/2" hose installed
- 630 gallon holding capacity. Top hinged fully opening dump door with twin hydraulic lift cylinders. Door is locked using a 4-point spider positive locking system. Compressible rear door O-ring. Vacuum breaker factory preset and certified at 14 Hg. 4-inch rear door dump valve. 4-inch steel suction tube with 4-inch gate valve
- Curbside Panel. Digital tachometer/ engine hour meter, vacuum gauge, spoils rear door switch, water pump switch, strobe light switch, work light switch, low water bypass switch, Spin Doctor / Aux Switch, engine control panel Model LOFA EP250
- 12 Volt system. 12 Volt Battery.
- 9 GPM @ 2250 PSI. Direct coupled hydraulic pump. Temperature / oil level gauge, pressure gauge, spin on filter, 15-gallon reservoir.
- 845 CFM @ 14 Hg. Gardner Denver Legend R Series Blower. Dual Belt Driven. 80 db silencer mufflers.
- 25 feet of 3-inch hose with quick connect ball and socket connection on both ends. Hose end increases at suction tube to 4 inches to help prevent clogging. 3-inch suction tube with PVC extension, 8 feet long.

- Reverse Air Flow upgrade
- Powered Hose Jib
- Breakaway brake system.
- 7000 lbs. Bull Dog trailer jack. Acid wash and baked on Powder Coat finish. Non-skid surface on fenders. 2-5/16 standard Ball Hitch with safety chains.
- 50ft high pressure hose on manual hose reel with positive lock for travel. 3ft wash down wand and 8ft emulsifying wand. High pressure quick disconnects.
- DOT approved LED lights with environmentally sealed connectors. DOT Red and White safety striping and side marker lights. Provides all legally required lighting and reflectors for trailers under 80" wide. 12-volt DOT compliant amber strobe light. 2 swiveling work lights

**Hurco Valve-N-Vac 600D, 49HP Caterpillar Diesel Engine:**

**\$98,450.00**

**Pricing includes Freight and delivery to Baldwin City**

**Pricing is subject to change without prior notification**

Thank you for considering Key Equipment & Supply Co. and Hurco Technologies. If you have any questions, or would like additional information, please, do not hesitate to contact me at 913-915-8709 or [swilliams@keyequipment.com](mailto:swilliams@keyequipment.com)

Respectfully,

*Steve Williams*

Steve Williams  
Territory Manager  
Key Equipment & Supply Co.

#### **St. Louis**

Key Equipment & Quality Rents  
13507 Northwest Industrial Drive  
Bridgeton, MO 63044  
800-325-4323

#### **Kansas City**

Key Equipment & Quality Rents  
6716 Berger Avenue  
Kansas City, KS 66111  
800-262-0149

#### **Springfield**

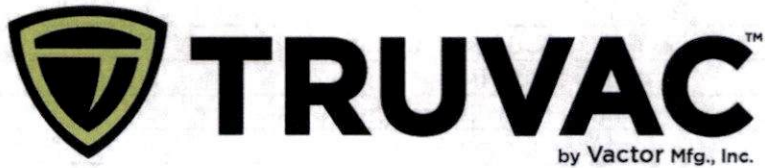
Key Equipment & Quality Rents  
1315 Ottis Street  
Springfield, IL 62703  
217-313-7408



# **KEY** | **KEY** **EQUIPMENT**<sup>®</sup> & SUPPLY CO.

**Presents a Proposal Summary**

of the



**TRXX**

Trailer - Excavator

for

City of Baldwin City  
Steve Gordon – Wastewater Superintendent  
803 Eight Street  
Baldwin City, KS 66006

Steve,

Key Equipment and Supply Co. and I greatly appreciate the opportunity to work with you for your sewer cleaning equipment. Below is pricing for a Truvac model TRXX tandem axle trailer Vac/Hydro-Excavator. We are pleased to offer you 2 separate options. Both specifications seen below are the same for both machines with the exception of 1 unit being a 500 gallons spoils capacity tank and the other being an 800 spoils capacity tank. Please see specifications listed below.

Order Qty	Part Number	Description
1	TRXX	Trailer Excavator
1	T500STD	500/800 Gallon Spoils Tank
1	T200STD	200 Gallon Water Tank
1	T3000STD	5 GPM @ 3000 PSI Water Pump
1	T003STD	Floatball Shutoff
1	T004STD	Hydraulic Rear Door Open/Close
1	T006STD	Hydraulic Dumping
1	T007STD	Rear Door Safety Prop
1	T010STD	3/8" x 50' Curbside Hose Reel
1	T011STD	6" Water Tank Top Fill with Cap
1	T012STD	Digging Lance & Nozzle Package (5 GPM Rotator Nozzle & 4 GPM Straight Tip Single Jet Nozzle)
1	T013STD	Digging Lance, Vacuum Tube and Nozzle Storage
1	T014STD	Washdown Gun/Storage
1	T016STD	Primary Microstrainer Filter w/ Clean Out (5 micron)
1	T018STD	Vacuum Dig Tube
1	T019STD	Power System Shroud
1	T022ASTD	Lighted Control Screen w/ Lockable Cover
1	T1002STD	Inspection Port at Rear
1	T4002STD	Wireless Remote
1	T4004STD	4 Way Valve w/ Wireless Remote Operation for unclog feature
1	T4005STD	Camlock Vacuum Fittings
1	T9024STD	Wheel Chocks and Holder
1	T9025STD	Pintle Trailer Hitch
1	T1003	4" x 25' Hose w/ Hose Ends
1	T3001	Cyclone Filter
1	T4001A	Extendable Boom w/ 4" Boom Hose
1	T4006A	64 HP Diesel Engine Upgrade
1	T4007	P/S Over Fender Toolbox
1	T5001	Glycol Antifreeze System
1	T5004	Water Recirculation
1	T7001A	1000 CFM PD Blower
1	T8004	Work Zone Lighting, Includes Boom, Rear, Workstation, and Side Work Lights
1	T8008	Federal Signal, Strobe Package
1	T9002	Powered Tongue Jack for Trailer
1	T9003	Solar Powered Battery Tender
1	T9004	Anti-Siphon Water Tank Fill
1	T9023PA	Safety Cone Storage Rack - Post Style
1	LOGO-APPL.	TruVac Logos - Applied
1	512459-30	TruVac Standard Manual and USB Version - 1 + Dealer
1	Trailer	Trailer for Excavator
1	VDS-155	Freight Charges

Module Paint Color - Grey  
Module Paint Color Code - 840976EX

<b>Total Price for 500 gallon unit:</b>	<b>\$141,245.00</b>
<b>Total Price for 800 gallon unit:</b>	<b>\$154,735.00</b>

Freight, Delivery, and Lifetime Training Included  
Pricing good for 30 days from date of proposal

Thank you again for considering Key Equipment & Supply Co. and Truvac. If you have any questions, or would like additional information, please don't hesitate to contact me at 913-915-8709 or [swilliams@keyequipment.com](mailto:swilliams@keyequipment.com)

Respectfully,

*Steve Williams*

Steve Williams  
Territory Manager  
Key Equipment & Supply Co.

Steve,  
Key Equipment and Supply Co. and I greatly appreciate the opportunity to work with you for your sewer cleaning equipment. Below is pricing for a Truvac model TRXX tandem axle trailer Vac/Hydro-Excavator. We are pleased to offer you 2 separate options. Both specifications seen below are the same for both machines with the exception of 1 unit being a 500 gallons spoils capacity tank and the other being an 800 spoils capacity tank. Please see specifications listed below.

PROPOSAL DATE: 1/7/2023

QUOTE NUMBER: 2023-51595

Price List Date: 9/5/2022

PO NUMBER:

QTY: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

PAYMENT TERMS:

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor Manufacturing's standard terms and conditions attached hereto and made a part hereof.

SIGNED BY:

\_\_\_\_\_ Date: \_\_\_\_\_



## LIMITED WARRANTY

**Limited Warranty.** Each TRUVAC machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

#### HXX and HXX2, Prodigy and Paradigm

10 years against stainless steel water tank leakage due to corrosion. 3 years against aluminum water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

#### HXX and HXX2, Prodigy and Paradigm

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

**\*NOTE\*** The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURES OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING  
1621 S. Illinois Street  
Streator, IL 61364

## TERMS AND CONDITIONS

**ORDERS:** All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgment. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

**F.O.B. POINT:** Unless otherwise stated, all prices listed are F.O.B. factory.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

**PERFORMANCE:** Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

**SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

**TAXES:** Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to F.E.T. in such cases belong to Vactor.

**PRODUCT IMPROVEMENT:** Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

**MOUNTING PRICES:** Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

**WARRANTY:** Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. **THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY.**

**IT IS UNDERSTOOD AND AGREE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.**

**VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S**

## TERMS AND CONDITIONS

**OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.**

**CHOICE OF LAW:** These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

**COMPLETE AGREEMENT:** These Terms and Conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

\_\_\_\_\_

Date: \_\_\_\_\_