



Veterans of Foreign Wars of the U.S.

Linden-Tripkos Memorial Post # 6654

USPS P.O. Box 54; De Soto, KS 66018
[33723 W. 84th St; De Soto, KS 66058](#)

Subject: Naval Heritage & History Command Loan of USS Neosho (AO-143) ship's bell annual status report

Objective:

Enhance VFW Post 6654 Memorial dedicated [14-Nov-2009](#) near Kaw Valley River Recreation Area Gateway.

Present / Situation

Memorial honoring all US Armed Services is located near Fort Leavenworth's Command & General Staff College.
VFW Post 6654's outdoor display site is within USNPS [Freedom's Frontier National Heritage Area \(FFNHA\)](#)

Proposed / Solution

Augments Kanza Territory's [Fleet Replenishment Oiler](#) "Corridor of Influence"
for Old Santa Fe (Eco-History) Trail between Cimarron, NM and Platte City, MO.

Advantages / Benefits

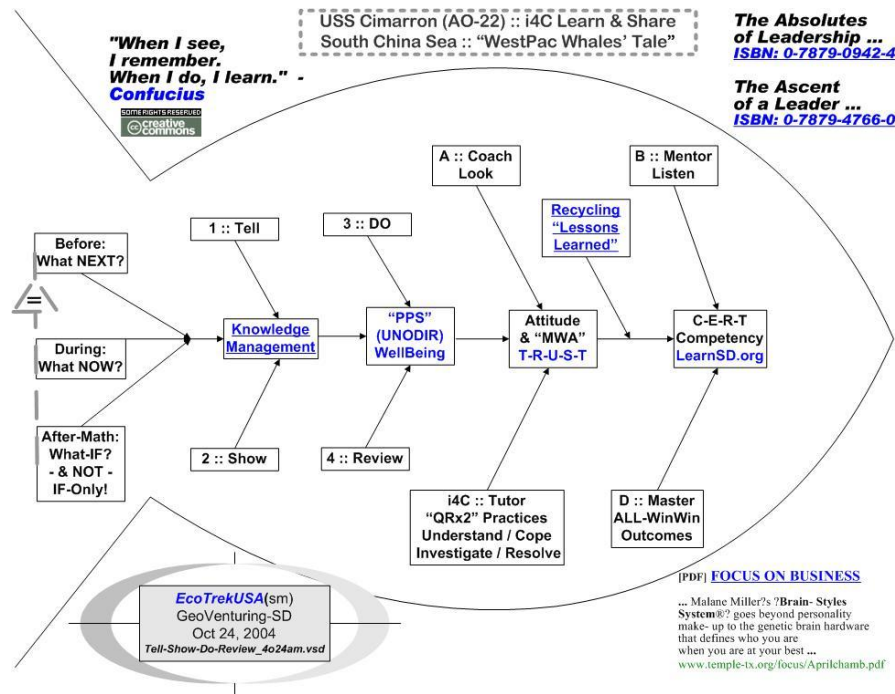
Reaffirms pivotal roles of [French-Indian Families in America's West](#) (ISBN: 141207037-6)
Recycles 1846-47 Mexican War Army of the West lessons learned about supply chain management.
Reframes [The US Army on The Mexican Border" A Historical Perspective](#) (ISBN 978-0-16-078903-8)
Reinforces importance of [Military Innovation in the Interwar Period](#) (ISBN 0-52163760-0) **pp. 348-49**
Showcases axiom: "[Rivers are both byways and barriers.](#) To understand history, first understand rivers"

Disadvantages / Hassles

Display installation was adopted as an **HOAC-BSA** Centennial Eagle Scout Project.
Ensure ongoing compliance with Naval Heritage Command policies and regulations!
Requires maintaining separate [Freedoms Frontier](#) NHA [Visitor Readiness](#) Form

Action / Next Steps

Celebrate **HOAC-BSA** Centennial Eagle Scout Court of Honor for William D. Jones, IV
Signed: Robert J. Burkhart, LCDR-USNR, Ret :: Watershed Marshal – VFW Post #6654
<http://futurethought.pbworks.com/w/page/27340180/VFW-Post-6654-Let-Freedom-Ring>



USS Neosho S...l Dedication
USS Neosho ...
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USS Neosho S...l Dedication
By [Bob-RJ Burkhart](#)
USS Neosho ...



VFW Post 665.Projects
USS Neosho ...



USS Neosho S...Bell Shuttle
By [Bob-RJ Burkhart](#)
USS Neosho ...



USS Neosho S...Bell Shuttle
USS Neosho ...
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BSA-100 at VFW Post 6654
By [Bob-RJ Burkhart](#)
...USS Neosho



VFW Post 6654 Upkeep
USS Neosho .



VFW Post 665 Upkeep
By [Bob-RJ Burkhart](#)
USS Neosho (AO- 143)



DEPARTMENT OF THE NAVY -- NAVAL HISTORICAL CENTER
805 KIDDER BREESE SE -- WASHINGTON NAVY YARD
WASHINGTON DC 20374-5060

How to Borrow Navy Historical Property

Prospective borrowers must show their eligibility and qualifications by submitting a written request at least **90 days in advance** of the scheduled exhibit event. This request should include but is not limited to:

Command or organization name, with proof of eligibility

- Government and military organizations should have the endorsement of the immediate superior in command
- Non-government organizations must provide copies of their municipal incorporation, **national affiliation, or non-profit status**
- **Proposed thematic display** **Freedom's Frontier NHA :: Let Freedom Ring** (such as sponsor or namesake; geographic or regional provenance; warfare community affiliation; mission or functional relationship)
- **The beginning and end date(s) of the proposed exhibition or display** **(1-July-2010 to 30-Jun-2015)**
 - Veteran reunion groups may borrow items for the period of their reunion event (up to 30 calendar days)
 - Naval commands and units and the federal government may borrow items for up to three (3) years
 - Civilian non-government organizations may borrow items for **up to five (5) years**
 - Exhibit periods may be extended if the conditions for care and custody continue to be met and there is no overriding Navy requirement for this property elsewhere
- **A list of proposed items to borrow from the Navy** **(USS Neosho (AO-143) ship's bell)**
- **A presentation of additional information which, in the determination of the Naval Historical Center, indicates the capability of the recipient/borrower to provide the required care and security of the historical property for the duration of the loan.** This includes but is not limited to:
 - A description of the existing facility (shore facilities must be at or near completion; historic vessels must be in their display berth)
 - **A description of the display (See: <http://futurethought.pbworks.com/VFW+Post+6654-2>)**
 - A collections custody and care plan (collections management plan) which includes but is not limited to:
 - Exhibition
 - Custody
 - Physical preservation and security
 - Liability
 - Accountability, including a listing of the personnel responsible for the loaned items
 - Packing, shipping, and return/disposition
 - A copy of funding documentation. Federal, Department of Defense, and Navy guidance require the recipient/borrower to defray costs for borrowed items. This includes but is not limited to:
 - Exhibit preparation
 - Physical preservation and security
 - Liability and insurance
 - Accountability
 - Packing, shipping, and return/disposition
 - Civilian, non-government organizations must present **insurance documentation** showing the borrower's ability to assume liability for the items while in their custody, **including in transit from and to the Naval Historical Center.**
See: <http://futurethought.pbworks.com/f/VFW%20Insurance%202009.pdf>

Civilian, non-government organizations may be asked to submit a facilities report in addition to the information requested above.

Conditions for the Custody and Care of Navy Historical Property

Recognizing that the display of the Navy's historical property is a significant responsibility, the Curator Branch, Naval Historical Center has developed a set of rules that requesting organizations must adhere to. In order to minimize the risk to Navy-owned items and ensure their availability to future generations, Borrower/Recipients must agree to meet these conditions and requirements.

1. Ownership. The Department of the Navy, through the Curator Branch, Naval Historical Center, retains title and ownership of the Navy-owned historical property at all times.

- a. The Borrower/Recipient shall obtain no legal interest in the Navy-owned historical property by reason of a loan agreement.
- b. The Borrower/Recipient will not to use the Navy-owned historical property as security for any loan, and will not sell, lease, rent, lend, license or exchange the property for monetary gain or otherwise under any circumstances.

2. Custody. The Borrower/Recipient will retain physical custody of the Navy-owned historical property for the specified loan period.

- a. The Borrower/Recipient agrees to accept the Navy-owned historical property on an "as is, where is" basis, and to sign and send a receipt to the Curator Branch, Naval Historical Center for Navy-owned historical property.
- b. The Borrower/Recipient will retain the Navy-owned historical property at the Borrower/Recipient's facility for the loan period and not transfer it to a third party.

3. Use. The Borrower/Recipient will display the Navy-owned historical property in careful, prudent, dignified and respectful manner.

- a. The Borrower/Recipient will display and exhibit Navy-owned historical property to accurately reflect the history, heritage and traditions of the naval service, as defined and interpreted by the Department of the Navy.
- b. The Borrower/Recipient will use the Navy-owned historical property for static display purposes only.
- c. The Borrower/Recipient will not use the Navy-owned historical property consumptively or functionally. For example, boats, aircraft, and other vehicles must not be reactivated for the purpose of navigation or movement under their own power; weapons will not be reactivated for saluting use or replication / recreation of historical events; uniforms will not be worn as costumes.

4. Physical protection. The Borrower/Recipient will provide reasonable and adequate care for the Navy-owned historical property in their possession.

- a. The Borrower/Recipient will protect Navy-owned historical property from fire, smoke, and flood damage.
- b. The Borrower/Recipient will provide 24-hour physical and/or electronic security, as specified by the Curator Branch, Naval Historical Center.

- c. The Borrower/Recipient will protect Navy-owned historical property from excessive or inappropriate light, temperature, humidity, insects, and vermin; and other direct or potential environmental hazards.
- d. The Borrower/Recipient will not modify Navy-owned historical property in any way which would alter the original form, design, or the historical significance of the property.
- e. The Borrower/Recipient will not alter, mark, or in any way deface or willfully damage the Navy-owned property while in their possession.
- f. The Borrower/Recipient will perform routine inspections and maintenance on the Navy-owned property on a regular schedule.
- g. The Borrower/Recipient will perform restoration and conservation on the Navy-owned property only with the written permission of the Curator Branch, Naval Historical Center, and abide by a treatment plan approved by the Curator Branch, Naval Historical Center, as noted.

5. Liability. The Borrower/Recipient is fiscally and legally responsible for the Navy-owned historical property in their custody.

- a. The Borrower/Recipient is responsible for all arrangements and to assume and pay all costs, charges, and expenses incident to the loan of Navy-owned historical property, including but not limited to administration; packaging, handling, and transportation; display and exhibition, unless otherwise noted.
- b. The Borrower/Recipient will insure Navy-owned historical property against theft, damage, loss, or destruction while in their custody, unless otherwise noted. Insurance should be for the fair market value of the Navy-owned historical property under an all-risk, wall-to-wall policy subject to the following standard exclusions: Wear and tear, gradual deterioration, insects, vermin, or inherent vice, repairing, restoration, warlike action, insurrection, rebellion, nuclear reaction, nuclear radiation, or radioactive contamination. Should the insurance be waived, or there occurs a lapse of insurance, the Borrower/Recipient shall indemnify and hold harmless the Department of the Navy for any and all loss or damage to the objects occurring during the course of the loan, except for loss or damage resulting from wear and tear, gradual deterioration, inherent vice, war, and nuclear risk.
- c. Civilian, non-government Borrower/Recipients will indemnify, hold harmless, and defend the Department of the Navy from and against all claims, demands, action, liabilities, judgments, costs, and attorney's fees, arising out of claims on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Navy-owned historical property.
- d. U.S. Government and U.S. Armed Forces Borrower/Recipients are exempt from insuring U.S. Government-owned or U.S. Armed Forces-owned property, per GAO/OGC-91-5, "Principles of Federal Appropriation Law", VOL. 1 Section 4-144-145 (1991), unless otherwise noted.

6. Accountability. The Borrower/Recipient will **annually account for the Navy-owned historical property in their possession and credit the Curator Branch, Naval Historical Center for the loan.**

- a. The Borrower/Recipient will report annually to the Curator Branch, Naval Historical Center on the condition and location of the Navy-owned historical property. Reports will include:
 - (1) A listing of all Navy-owned historical property in their custody

(2) The physical condition of each item: Better than when received ...

(3) The location of each item: [33723 W. 84th St; De Soto, KS 66058](#)

(4) A **current photograph** of each item

b. The Borrower/Recipient will acknowledge and credit the Department of the Navy for the Navy-owned historical property with use of the phrase "Loaned by the Department of the Navy, Naval Historical Center", in any exhibits or publications resulting from the loan, and provide the Curator Branch, Naval Historical Center with copies of any resulting publications at no cost.

c. The Borrower/Recipient shall immediately notify the Curator Branch, Naval Historical Center of any damage, loss, or destruction to the Navy-owned historical property.

d. The Borrower/Recipient will allow authorized Department of Defense representatives access to the Borrower/Recipient's records and facilities to assure accuracy of information provided by the Borrower/Recipient and compliance with the terms of the loan agreement. The costs for onsite inspections will be at the Borrower/Recipient's expense, unless otherwise noted.

7. Expiration / Termination. The Curator Branch, Naval Historical Center retains the right to allow the loan period to expire, to cancel the loan, or to recall any Navy-owned historical property at any time for good cause.

a. The Curator Branch, Naval Historical Center and Borrower/Recipient, as applicable, will give reasonable notice of the expiration / termination of a loan agreement.

(1) The Borrower/Recipient will contact the Curator Branch, Naval Historical Center for disposition instructions prior to the end of the loan period.

(2) The Curator Branch, Naval Historical Center will make every effort to give reasonable notice in the event of repossession.

b. The failure of the Borrower/Recipient to observe any of the conditions in the agreement shall be sufficient cause for the Curator Branch, Naval Historical Center to terminate the loan and to repossess the Navy-owned historical property. The Curator Branch, Naval Historical Center may take legal and / or criminal action against the Borrower/Recipient, as applicable and appropriate.

(1) The Borrower/Recipient certifies that the information relative to the loan of the Navy-owned historical property is true and correct to the best of their knowledge, and they understand that concealing a material fact and/or making a fraudulent statement in dealings with the Federal Government may constitute a violation of Title 18 of the US Code Section 1001, a criminal offense, punishable by a maximum of five (5) years of imprisonment, a \$10,000 fine or both.

(2) The Borrower/Recipient certifies that if they embezzle, steal, purloin, or knowingly convert to the Borrower/Recipient's use or the use of another, or without authority, they sell, convey or dispose of the Navy-owned historical property or receive, conceal, or retain the same with intent to convert it to their use or gain, knowing it to have been embezzled, stolen, purloined or converted — shall be fined under Title 18 of the US Code Section 641 or imprisoned not more than ten years, or both.

(3) The Borrower/Recipient certifies that if they willfully injure or commit any depredation against Navy-owned historical property, willfully injure or destroy, or attempt to injure or destroy, any structure,

plaque, statue, or other monument on public property commemorating the service of any person or persons in the armed forces of the United States that contains and / or includes the Navy-owned historical property shall be fined under Title 18 of the US Code Sections 1361 and 1369, imprisoned not more than 10 years, or both.

c. The Borrower/Recipient shall defray all maintenance, freight, storage, crating, handling, transportation, and other charges attributable to repossession of Navy-owned historical property.

8. Renewal. The Curator Branch, Naval Historical Center retains the right to determine whether to renew the loan. The Borrower/Recipient may request a renewal of the loan of Navy-owned historical property and must do so in writing.

a. The Curator Branch, Naval Historical Center will evaluate renewing the loan. Factors include but are not limited to:

(1) The Borrower/Recipient's demonstrated continuing ability to meet the conditions of the previous period, based on

a. Borrower/Recipient annual reports to the Curator Branch, Naval Historical Center

b. Curator Branch, Naval Historical Center on-site inspection report(s) , as noted

c. Reports on items loaned to the Borrower/Recipient by other Owner/Lenders, as applicable.

(2) Determination by the Curator Branch, Naval Historical Center of the physical condition of the Navy-owned historical property.

(3) Determination by the Curator Branch, Naval Historical Center of the efficacy and value of retaining the Navy-owned historical property at the Borrower/Recipient's location.

(4) Other Curator Branch, Naval Historical Center requirements.

b. The Curator Branch, Naval Historical Center positive decision will be promulgated in writing.

9. Packaging, Handling, and Transportation. The Borrower/Recipient will ensure the safe and timely shipping out from and return of the Navy-owned historical property to the Curator Branch, Naval Historical Center on completion and / or termination of the loan agreement.

a. The Borrower/Recipient is responsible for all arrangements and to assume and pay all costs, charges, and expenses related to Navy-owned historical property preparation for transportation, of demilitarization, render safe procedures, disassembly, packing, crating, handling, shipping, insurance and other actions incidental to the movement of the Navy-owned historical property to the Borrower/Recipient's location and returned to the Curator Branch, Naval Historical Center at the conclusion of the loan.

b. The Borrower/Recipient will comply with Curator Branch, Naval Historical Center specific instructions concerning the proper handling and safe transport of Navy-owned historical property, as noted.

c. The Borrower/Recipient may arrange to pick up and return the Navy-owned historical property directly from the Curator Branch, Naval Historical Center, as noted.