

**COMMISSION MEETING AGENDA
TUESDAY, NOVEMBER 26TH, 2024 6:30 P.M.**

A. CALL TO ORDER – Mayor Alec Hendryx

B. ROLL CALL

C. INVOCATION – Pastor Yves Kinangwa, First United Methodist Church

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, November 12, 2024.
2. Action to set the Public Hearing for the FY2024 Budget Amendments on December 10th, 2024 at 6:30pm in the Coffeyville City Commission Room.
3. 2024 Appropriation Ordinance No. AO-24-22 \$4,168,824.22

G. COMMENTS

1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.

REGULAR AGENDA ITEMS

H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s)

I. OLD BUSINESS

J. NEW BUSINESS

1. Discussion and action to make an appointment to the Coffeyville Public Library Board of Trustees.
2. Resolution R-24-94 a Resolution to acknowledge and authorize a transfer of money from Fund 810 to Fund 180 in support of the transaction authorized by Resolution R-24-77, an economic development loan to Coffeyville Regional Medical Center.
3. Resolution R-24-95 a Resolution to authorize a purchase order to Myers Construction for installation of a new pitched roof on the Pro Shop at Hillcrest Golf Course.
4. Resolution R-24-96 a Resolution to approve an agreement with Evergy Kansas Central, Inc. for relocation of a sanitary sewer main.
5. Ordinance S-24-06 an Ordinance vacating certain easements in the area north of Wilcox and east of Union.
6. Resolution R-24-97 a Resolution to approve a Work Authorization Agreement with Allgeier, Martin and Associates for engineering services for the relocation a sanitary sewer main.
7. Resolution R-24-98 a Resolution to approve a Work Authorization Agreement with Allgeier, Martin and Associates for engineering services for a street reconstruction project around the hospital.
8. Resolution R-24-99 a Resolution to approve a Work Authorization Agreement with Allgeier, Martin and Associates for engineering service related to the repair of the storm water system at 5th and Santa Fe.

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9. Resolution R-24-100 a Resolution to approve a construction project with Brent Bell Construction for the asphalt paving of 4th Street and Sunflower Street (six blocks).
10. Resolution R-24-101 a Resolution to approve an agreement with BG Consultants for engineering services for a street reconstruction project.
11. Discussion and action to approve a Cereal Malt Beverage License for Granny J's.
12. Ordinance S-24-07 an Ordinance of the City of Coffeyville, Kansas authorizing the levy of a one-half percent citywide retailers' sales tax and related matters.
13. City Manager's Report
14. Comments from Commissioners and Staff

K. EXECUTIVE SESSION(s)

1. Executive Session for preliminary discussion on the acquisition of real property.

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Revenue and Expense Report – October 2024

M. ADJOURN

**COMMISSION MEETING MINUTES
TUESDAY, NOVEMBER 12TH, 2024 6:30 P.M.**

The Board of Commissioners met in Regular Session at 6:30 p.m. in the Commission Room. The meeting was called to order by Mayor Hendryx.

Present:

COMMISSIONER DON EDWARDS
COMMISSIONER JIM FALKNER
COMMISSIONER ALEC HENDRYX
COMMISSIONER DEBORAH MAPLES
COMMISSIONER ANN MARIE VANNOSTER

City Staff in attendance:

CITY MANAGER BEN BRUBAKER
CITY CLERK MELISSA CARTER
CITY ATTORNEY PAUL KRITZ
EXECUTIVE DIRECTOR OF PUBLIC WORKS JIM WRIGHT
DIRECTOR OF PUBLIC WORKS THOMAS OSBORN
DIRECTOR OF COMMUNITY DEVELOPMENT AMBER DEAN
DIRECTOR OF FACILITIES MATT CONGER
DIRECTOR OF FINANCE MARTIN CUMINGS
FIRE CHIEF MKE O'CONNOR

A. CALL TO ORDER – Mayor Alec Hendryx

B. ROLL CALL

C. INVOCATION – Paul Kritz

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, October 22, 2024.
2. Resolution R-24-84 a Resolution to authorize the Mayor to execute a Mortgage Release in favor of Baroness Properties, LLC..
3. 2024 Appropriation Ordinance No. AO-24-21 \$4,939,465.55

MOTION: Move to approve items 1-3 of the consent agenda as presented.

ACTION: MOTION: VANNOSTER SECOND: HENDRYX
ROLL CALL: ALL AYE

4. 2024 Appropriation Ordinance No. AO-24-21A (Isham's) \$39.67

MOTION: Move to approve item 4 of the consent agenda as presented.

ACTION: MOTION: EDWARDS SECOND: MAPLES
ROLL CALL: MAPLES – AYE, EDWARDS - AYE,
VANNOSTER – ABSTAIN, FALKNER– AYE, HENDRYX - AYE

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G. COMMENTS

1. Comments from Public

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REGULAR AGENDA ITEMS

H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).

1. Public Hearing to allow the owner, owner's agent, any lienholders, occupants, or other interested persons to present information regarding the property located at 709 Walnut and show cause why the building should not be condemned and ordered to be repaired or demolished.

City Attorney Paul Kritz said the north wall of 709 Walnut is falling down and causing damage to the old fire station, which has caused postponement of the sale of that building. In September, the Commission adopted the Resolution to set tonight's hearing to allow the owner, or other interested persons to present information regarding the property and show cause why the building should not be condemned and ordered to be repaired or demolished. Mr. Kritz stated that if the Resolution on the Agenda gets adopted tonight, it will give the owner until December 31st to commence repairs or removal of the building and work must be pursued with reasonable diligence until complete. If that doesn't happen then the City would have the authority to step in, finish the demolition and assess the costs against the property. It was noted that the owners have a lawsuit against their insurance carrier as they apparently denied the owner's claim due to some damages the building sustained. He did communicate with the lawyer today and was informed that the case is currently set for trial this coming August. The attorney said that her goal was to have the case mediated or set for some kind of a settlement conference as soon as possible. From staff's perspective, we can't wait at this point to see how the litigation turns out. Mr. Kritz noted that every day the building seems to get worse and more bricks seem to be falling onto the City's fire department building. While we all sympathize with the owner and hope that they have a good outcome with their claim, we also need to take steps to address the dilapidation and that's what the purpose is of this Resolution. The owners are Eric and Dawn Lanning and they are here to address the Commission.

Mayor Hendryx opened the Public Hearing to allow the owner, owner's agent, any lean holders, occupants or other interested persons to present information regarding the property located at 709 Walnut and show cause why the building should not be condemned and ordered to be repaired or demolished.

Dawn and Eric Lanning, 111 W. 9th, owners of the building came to the podium. They said they were thankful for the City being patient as they are on a two-year lawsuit and it should be in court next August. Mr. Lanning said he was not aware of any bricks that are falling as Jeff Graham came and sealed all the bricks, put the tarp up and reinforced the ceiling. They are asking for a little more time for all parties involved to be ready for mediation but the insurance company is not in agreement. There are briefing deadlines coming up. Mrs. Lanning said they are really trying to get it done as soon as they can but are stuck until the lawsuit is settled. Their lawyer is confident that it will have a good outcome but it is taking longer than anyone anticipated. Mrs. Lanning noted that they have had people interested in buying it but that was never their intention to sell it. At this point, they would like to sell it

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but they can't afford to as they have a lean on it and can't afford to pay that off. Mayor Hendryx said they are hearing two different views and one is them saying they want to repair it. Mr. Lanning said their attorney's estimate for repairs was \$800,000 and the defense attorney is wanting \$400,000. He said the wall and roof needs replaced. Vice Mayor Falkner asked how much they were looking to get from the lawsuit. Mrs. Lanning said they were advised not to give that information. Mayor Hendryx said they had heard it was past the point of being repaired and asked what their real plan is. Is it to repair the building with the insurance money or have it demolished with the insurance money? Mr. Lanning said he does not think they will get enough money from the insurance settlement to repair it. He said he will probably try to find someone to buy it and has had a couple people contact him who are interested. Mayor Hendryx questioned if new owners would actually want to fix it up or if we would be in the same situation we are now. He also said that this is holding up the sale of the building next door that is trying to bring a business in. Mr. Lanning said that the proposed owners of the building next door are one of the ones interested in buying it. Discussion continued on various scenarios of the situation including time for repair, the insurance lawsuit, extending the condemnation period, impact on the incoming business next door, economic feasibility of repairs and estimated cost of repairs. Commissioner Edwards said that their hands are kind of tied at this point and they need to do something as it is a public safety issue. He understands what they are up against and he hates it, as they are pillars in our business community.

Jim Taylor, Tulsa, OK, came to the podium and said that he has been interested in the property. He asked if the owners come up with a solution to keep the building from falling in until the lawsuit is settled, would that be permissible. The Commission answered that it would show progress.

Mayor Hendryx closed the Public Hearing.

2. Resolution R-24-85 a Resolution finding the structure described herein to be unsafe, dilapidated, and dangerous, and directing such structure to be repaired or removed, and the premises made safe and secure, as set out in the body of the Resolution.

MOTION: Move to approve Resolution R-24-85 as presented.

ACTION: MOTION: MAPLES SECOND: HENDRYX
ROLL CALL: ALL AYE

I. EXECUTIVE SESSION(s)

1. Executive Session to discuss matters deemed privileged in the attorney-client relationship.

MOTION: Move to recess to Executive Session for consultation with the City Attorney regarding matters that would be deemed privileged in the attorney-client relationship as permitted by K.S.A. 75-4319(b)(2) to include the City Manager, City Attorney, City Clerk, Director of Finance and representatives from Coffeyville Regional Medical Center for a period of 30 minutes to reconvene in the Commission Room at 7:35 p.m.

ACTION: MOTION: HENDRYX SECOND: EDWARDS
ROLL CALL: ALL AYE

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J. OLD BUSINESS

K. NEW BUSINESS

1. Resolution R-24-86 a Resolution to enter into a Consulting Services Agreement with BG Consultants for preliminary platting and stormwater evaluation services for the 100 acres purchased by the City of Coffeyville.

Director of Community Development Amber Dean came to the podium and said this is for stormwater evaluation and platting for the 100 acres. The cost is \$93,275, which will come out of fund 180 and will be complete 90 days after the Notice to Proceed is issued.

Commissioner Edwards confirmed that this will be for market rate housing not income based.

MOTION: Move to approve Resolution R-24-86 as presented.

ACTION: MOTION: EDWARDS SECOND: VANNOSTER
ROLL CALL: ALL AYE

2. Resolution R-24-87 a Resolution to authorize a purchase order to Summit Fire & Security for installation of a new fire alarm system for the Emergency Services Building.

Director of Facility Services Matt Conger came to the podium and said this is to replace the main panel of the fire alarm system at the Emergency Services Building, which was built in 2017. The sub panel is working but they have to manually silence the alarm every 5 hours. This is the same company that is installing the system at the Boys and Girls Club so he is wanting to get the same panel.

MOTION: Move to approve Resolution R-24-87 as presented.

ACTION: MOTION: VANNOSTER SECOND: MAPLES
ROLL CALL: ALL AYE

3. Resolution R-24-88 a Resolution to authorize a purchase order to Summit Fire & Security for installation of a new fire alarm system for the 3rd Floor in City Hall.

Director of Facility Services said this is to install a new fire alarm system for the county services that utilize the 3rd floor of City Hall.

MOTION: Move to approve Resolution R-24-88 as presented.

ACTION: MOTION: VANNOSTER SECOND: EDWARDS
ROLL CALL: ALL AYE

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4. Resolution R-24-89 a Resolution to authorize a Real Estate Agreement between the City of Coffeyville and Sterling of Pittsburg County LLC. for the property located at 1102 and 1104 West 10th in Coffeyville, Kansas.

Director of Facility Services Matt Conger said these are the lots that the City has owned for many years. Sterling of Pittsburg County LLC has approached them about building a 3800 square foot duplex there. The two lots would be combined into a single property.

MOTION: Move to approve Resolution R-24-89 as presented.

ACTION: MOTION: HENDRYX SECOND: MAPLES
ROLL CALL: ALL AYE

5. Resolution R-24-90 a Resolution to authorize the purchase of a 2025 Spartan Fire Truck from Feld Fire for the Coffeyville Fire Department.

Fire Chief Mike O'Connor came to the podium and said he is requesting authorization to purchase a 2025 Spartan Fire Truck from Feld Fire for \$742,500. The fire truck is \$725,000 and the remaining \$17,500 is for some loose equipment like nozzles and hooks. This will replace a 1997 that just turned over 100,000 miles. Mayor Hendryx asked if there was information on the warranty and possibly an extended warranty. Fire Chief O'Connor said that it is a 2-year bumper-to-bumper warranty and the engine has a 5-year 100,000 mile warranty. There are also other warranties on it for the pump and plumbing it has a 7-year warranty and the paint has a 10-year warranty. There is an extended warranty for 5-year bumper-to-bumper which would cost an additional \$30,000. Discussion continued on the various warranties for the individual parts, warranties with similar trucks, the length of the various warranties and associated costs. Commissioner Edwards asked after we replace the 1997 truck, what is the next apparatus that would need replacing. Fire Chief O'Connor said it would probably be in 2032 that we would need to start looking. He also mentioned that one of the reasons they are pushing this truck now is that the EPA is coming out with a new diesel emissions standard that will be mandated by 2027. This will increase the cost of the truck around \$90,000 to \$110,000 for the new diesel engine. They are projecting a completion date of January 7th for this truck and should have it in service by the first part of February. City Manager Ben Brubaker said they have looked at used options and refurbishing the current truck, which was not in a condition they could do that. This decision was made to make sure we have adequate equipment and this is being done in every department. Vice Mayor Falkner asked if this new truck would improve the ISO insurance ratings. Chief O'Connor said he didn't think so, what really affects our rating is the amount of staff they have. It may increase about a half point since the new truck will increase their pumping capacity. Discussion continued on the ISO rate. Commissioner Edwards asked if we were still paying on the last fire truck. It was answered yes and we have about 3 years left on those payments. Chief O'Connor did note that this truck has full occupant and rollover protection whereas the one that it is replacing does not.

MOTION: Move to approve Resolution R-24-90 as presented.

ACTION: MOTION: VANNOSTER SECOND: EDWARDS
ROLL CALL: ALL AYE

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6. Resolution R-24-91 a Resolution to approve a proposal from Freese and Nichols for engineering services on the Levee Improvement Project.

Director of Public Works Thomas Osborn came to the podium and gave a little background on the levee project. In 2007, we were 4 feet over and in 2019; we were inches from going over. This has been a problem for quite a while. The National Flood Insurance program controls the cost of flood insurance for property. As of now, the Flood Insurance Rate Map shows the levee as accredited. Mr. Osborn said they have been notified that if they remap, it will not exist on their map so anyone with federal backed mortgages will have to have flood insurance at a rate of -4 for their flood level. This will be a significant cost to anyone with property in that area and will also impact any economic development in that area. In 2019 they really started to come up with solutions and they have a great plan should it flood again. They have a hit a wall in planning as they don't have any numbers to know what it will cost. The engineering services proposal from Freese and Nichols will let us know what we need to do to get the levee to meet accreditation status so it stays on the flood map. Mr. Osborn noted that we did receive a risk grant that will provide some additional flood H & H. He said they were unaware that they would be able to receive this grant before they sent out the RFQ so there will be some changes with the proposal. If this is approved, the next step is to meet with Freese and Nichols and go over the flood risk map. Wade Anderson with Freese and Nichols was in attendance. Mayor Hendryx said he thought that the Army Corp of Engineers was in charge of this but now we need to spend \$750,000 to get an engineer study on a plan and approximately 20 million to complete the levee project. Mr. Osborn noted that the 20 million is for the 4 feet. He said that the Corp has done some of the H & H work and 1,000 foot level possible solutions. The process for the Corp to get started on this would be two years if not more for the study. Commissioner Maples asked how long this engineering study would take. Mr. Anderson came to the podium and said the total schedule is 24 months. He said the initial plan is to define the concepts of the plan and then get an accurate construction cost estimate. That part of the study will take about nine months. Discussion continued on the project and the funding options that are available.

MOTION: Move to approve Resolution R-24-91 as presented.

ACTION: MOTION: EDWARDS SECOND: MAPLES
ROLL CALL: ALL AYE

7. Resolution R-24-92 a Resolution to approve a Work Authorization Agreement with Allgeier, Martin and Associates for design and bid of a water line relocation project.

Director of Public Works Thomas Osborn said part of improving our streets in Coffeyville is the relocation of utilities – particularly water lines that were put under the streets. We have a grant out for a street improvement project on 8th Street from 166 to Elm Street. Mr. Osborn said there is currently water lines under 8th from Lewark to Elm. This Work Authorization would give us a design to start that process of relocating those lines and apply for grants to help fund the project. The size of the water lines vary under 8th Street from 8 inch to 16 inch. The cost of the Work Authorization is \$185,000 and there is a Water Smart Grant that we are applying for that requires them to have the design 60% complete by the first of March.

MOTION: Move to approve Resolution R-24-92 as presented.

ACTION: MOTION: VANNOSTER SECOND: FALKNER
ROLL CALL: ALL AYE

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8. Resolution R-24-93 a Resolution to approve payment for the construction of a rodeo office at the fairgrounds for the Inter-State Fair and Rodeo.

City Manager Ben Brubaker said that he feels like we have not taken advantage of the fairgrounds and there is opportunity to continue to increase sales tax for our community. He feels the fairgrounds set Coffeyville apart. The City has had an agreement with the Fair Association since 1914 and since then we have bought parcels around the fairgrounds. Mr. Brubaker said the rodeo office was torn down this year due to its condition. They have a temporary shed out there now with a plan to build a new metal building for the office. Mr. Brubaker said they are going the economical as well as functional route with the metal building. It will be a 60 x 40 building and he has proposed that the City pay for the construction of it. The Fair Board will manage the construction of it under the support of City staff to ensure ordinances and codes are followed. There are some in-kind services and materials that have been promised by donors so if there are funds not spent, they will be returned to the City.

MOTION: Move to approve Resolution R-24-93 as presented.

ACTION: MOTION: VANNOSTER SECOND: MAPLES
ROLL CALL: MAPLES – AYE, EDWARDS - NAY,
VANNOSTER – AYE, FALKNER– AYE, HENDRYX - AYE

9. City Manager's Report

City Manager Ben Brubaker said there have been some issues with a transformer at CRNF. They have done a lot of evaluation on that transformer and it has had issues in the past. CRNF and the City have brought in specialists to evaluate that transformer and have done maintenance on it and they will continue to watch it. CVR is having their turn around next Spring around March and April. This will bring about 3,000 contractors to the Coffeyville area so they are looking forward to that. Mr. Brubaker said the resale value of the fire truck that is being replaced is around \$7,000 - \$10,000. They are looking at interested parties, possibly the college's fire program, to purchase or donate it. The old Aerial truck has already been listed on Purple Wave.

10. Comments from Commissioners and Staff

Commissioner Vannoster announced that Thursday, November 14th is Match Day which is put on by the Coffeyville Area Community Foundation. Last year after donations and matches the total received was \$413,954.99. Donations will be taken three ways. In person at 601 W 8th Street, mail to PO Box 635, or on-line at givematchgrow.com. Commissioner Vannoster said we would not be able to have Match Day if not for the entities that donate the match money including: Pratt Family Foundation, Bernard and Effie Joe Wade Family Foundation, the Patterson Family Fund, Dr. David and Lynn Bumgarner Family Trust and the Coffeyville Area Community Foundation. She noted that last year they had 26 non-profits participate and this year they are up to 32. City Manager Ben Brubaker noted that the Tennis Courts are on this list as the Foundation opened a fund for community members that want to contribute. Commissioner Vannoster recommended that people visit the CACF Facebook page as they are sharing a lot of information and highlighting the various non-profits. Vice Mayor Falkner gave a shout out to all the community organizations that helped celebrate Veteran's Day. He thanked all the Veterans living and those who sacrificed. Commissioner Edwards thanked all the voters who came out and voted to pass the Transportation Sales Tax. He appreciates the people who showed the faith in them to do the

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right thing with that money. To the folks that voted no, he looks forward to changing their minds in the next couple of years with what they will get done. Commissioner Edwards mentioned that at a recent Work Session, the Commission gave the green light for over \$10 million worth of residential street projects and \$5 million plus for waterline replacement projects. Going forward as we resurface streets, we will be moving the waterlines out from under them first. Commissioner Edwards brought up the streets by the refinery and what we were going to do before the turnaround starts. City Manager Ben Brubaker said that they are taking a band-aid approach to a larger project which is a \$25 million Department of Transportation Grant which we're currently getting letters of support for. Commissioner Edwards noted the Sales Tax numbers continue to show improvement. We are now only down 1.46% year to date. Commissioner Vannoster mentioned that really the only reason it is down is because we had one sales tax drop off for the first three months of the year. Commissioner Edwards asked if staff will be doing spot projects on streets that have significant upheaval of the curb and damage from trash trucks. Mr. Brubaker said yes, the needed equipment for this and maintenance plans will be addressed to get these repairs done in a more timely fashion. He also noted that Public Service has been a catch all at the City and they are removing some of those things in establishing a Parks Department and a Facilities Department. They are evaluating the equipment they have, maintenance, heavy maintenance and training to how we can respond to the different street projects. Mayor Hendryx said we have done a lot in the last 5 months and he thought of Interim City Manager Tim Wilson and what he meant when he would say the phrase legacy debt. What he meant was things that have been needed to be done for a long time including the plan for streets, the fire truck, plan for waterline relocation and many other things. He is glad that we are making great progress and have a very good year ahead of us to make big improvements to Coffeyville. He said when he makes decisions as a Commissioner it is keeping in mind if it would make people want to live, move and stay here. Commissioner Vannoster stated that she is glad the Commission approved the CID tax for the Coffeyville Plaza Shopping Center. The owners have lived up to what they said they were going to do with repaving the lot, new lighting and work on the Bealls building.

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales Tax Report – October 2024
2. Property Tax Comparative Report – October 2024
3. Grant Tracker Report
4. Housing and Community Development Update – October 2024
5. Building Permit Report – October 2024
6. Code Enforcement Cleanup Packet
7. Coffeyville Police Department Crime Statistics – October 2024
8. Hillcrest Golf Course Report – October 2024
9. Coffeyville Public Library Board of Trustees Minutes – September 2024

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M. ADJOURN

ACTION: MOTION: HENDRYX SECOND: MAPLES
ROLL CALL: ALL AYE

Time the meeting was adjourned: 8:40 pm
Date the minutes were approved:

Melissa Carter, City Clerk

**City of Coffeyville
Department Codings**

010-5-011	General - City Commission	450-5-000	Aquatic Center
010-5-012	General - City Manager		
010-5-013	General - Legal	500-5-000	Capital Equipment
010-5-014	General - Finance		
010-5-015	General - City Clerk	510-5-000	911 Emergency Telephone System
010-5-016	General - City Treasurer		
010-5-017	General - Collections	520-5-000	Capital Improvement
010-5-018	General - Data Processing		
010-5-019	General - Personnel/Risk Management	670-5-000	Veterans Memorial Stadium
010-5-023	General - Police		
010-5-025	General - Animal Control	700-5-000	Refuse/Trash Utility
010-5-041	General - Fire		
010-5-045	General - Inspections	720-5-000	Wireless Internet Utility
010-5-071	General - Engineering		
010-5-091	General - City Hall	760-5-000	Stormwater Utility
010-5-092	General - Other City Buildings		
010-5-131	General - Non-Departmental	800-5-020	Electric - Distribution
010-5-161	General - Public Service - Admin.	800-5-022	Electric - Transmission
010-5-163	General - Public Service - Streets, Alleys	800-5-030	Electric - Generation
		800-5-040	Electric - Administration
020-5-000	Library		
		810-5-020	Electric Depr/Repl - Distribution
090-5-000	Bond & Interest	810-5-022	Electric Depr/Repl - Transmission
		810-5-030	Electric Depr/Repl - Generation
		810-5-040	Electric Depr/Repl - Administration
110-5-023	Local Alcohol Liquor - Police Department		
110-5-760	Local Alcohol Liquor - Special Parks/Rec		
110-5-762	Local Alcohol Liquor - Four County	820-5-000	Electric Debt Service
110-5-763	Local Alcohol Liquor - ADSAP		
110-5-764	Local Alcohol Liquor - MG County BB/BS	840-5-000	Electric Surplus
140-5-000	Youth Activity Center	900-5-026	Water - Distribution
		900-5-027	Wastewater - Distribution
210-5-000	Sales Tax	900-5-036	Water - Treatment
		900-5-037	Wastewater - Treatment
230-5-000	Drug Forfeitures	900-5-046	Water - General
		900-5-047	Wastewater - General
250-5-000	Police VIN Fund		
		910-5-611	W/WW Depr/Repl - WW Projects
340-5-000	Airport Special Projects	910-5-612	W/WW Depr/Repl - Wtr Projects
		910-5-651	W/WW Depr/Repl - WW Equipment
350-5-000	Risk Management	910-5-652	W/WW Depr/Repl - Wtr Equipment
360-5-000	Airport	910-5-662	W/WW Depr/Repl - Infiltration/Inflow Reduction
370-5-000	Hillcrest Golf Course		

Item	Amount
Payroll	\$ 401,470.05
Accounts Payable	\$ 3,762,864.66
Early Issue Checks	\$ 4,489.51

Total	\$ 4,168,824.22
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Ishams/Leiberts	\$ -
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Fund Key	
Fund Code	Fund Name
010	General
020	Library
060	Fire Insurance
070	Municipal Court Bond
090	Bond & Interest
110	Local Alcohol Liquor
130	Industrial Fund
140	Youth Activity & Development
180	Economic Development
190	Community Development
210	Sales Tax
230	Asset Forfeitures
250	Police VIN
260	Meter Deposits
290	Perpetual Care
340	Airport Special Project - Grants
350	Risk Management
360	Airport
370	Hillcrest Golf Course
380	Hillcrest Golf Course Depr./Replacement Reserve
420	Miscellaneous Projects
440	Law Enforcement Projects
450	Aquatic Center
460	Aquatic Center Depr./Replacement Reserve
500	Capital Equipment
510	911 Emergency Telephone System
520	Capital Improvement Reserve
530	½ Cent Sales Tax IRB Debt Service
550	USD #445
560	CRMC
570	CID
620	Housing/Economic Development
630	Parks/Community Development
640	Downtown/Economic Development
650	Business Development & Training Center

660	Business Development & Training Center Reserve
670	Veterans Memorial Stadium
680	Veterans Memorial Stadium Depr/Replacement Reserve
700	Refuse
710	Refuse Depreciation/Replacement Reserve
720	Internet Utility
730	Internet Depreciation/Replacement Reserve
760	Stormwater Utility
770	Stormwater Depreciation/Replacement Reserve
800	Electric
810	Electric Depreciation/Replacement Reserve
820	Electric Debt Service
830	Electric Bond Reserve
840	Electric Debt Service Reserve
890	Electric Surplus
900	Water & Wastewater
910	Water & Wastewater Depreciation/Replacement Reserve
920	Water & Wastewater Debt Service
930	Bond Reserve Account
970	Bond Reserve Account

01-02910 AIRGAS USA, LLC

I-5510654896	CYLINDER RENTAL	45.90			
8/31/2024	AP	DUE: 9/30/2024 DISC: 9/30/2024	1099: X		
	CYLINDER RENTAL		800	5-030-448	EQUIPMENT-RENTAL/SERVICE 45.90
=== VENDOR TOTALS ===		45.90			

Fund Code

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50108	1000	BULBS.COM				
I-W04210971		LED BULB X 3	349.03			
11/05/2024	AP	DUE: 11/05/2024 DISC: 11/05/2024		1099: N		
		LED BULB X 3		800 5-030-530	ELECTRICAL	349.03
		=== VENDOR TOTALS ===	349.03			
=====						
01-50113		ADAMS CABLE EQUIPMENT, INC.				
I-2024-71125		FLAT DROP 2 FIBER X 10,040'	1,455.80			
11/07/2024	AP	DUE: 11/07/2024 DISC: 11/07/2024		1099: N		
		FLAT DROP 2 FIBER X 10,040'		720 5-000-520	DEPARTMENT SUPPLIES	1,455.80
		=== VENDOR TOTALS ===	1,455.80			
=====						
01-02910		AIRGAS USA, LLC				
I-5512100220		CYLINDER RENTAL	47.14			
10/31/2024	AP	DUE: 11/30/2024 DISC: 11/30/2024		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	47.14
		=== VENDOR TOTALS ===	47.14			
=====						
01-00117		AMAZON CAPITAL SERVICES, INC.				
I-1967-YGW7-CMRJ		ACRYLIC SHEET, CABLE TOOL	202.50			
11/07/2024	AP	DUE: 11/07/2024 DISC: 11/07/2024		1099: N		
		ACRYLIC SHEET, CABLE TOOL		720 5-000-520	DEPARTMENT SUPPLIES	202.50
I-1KN6-CFYH-KWJ3		TOOL BUCKETS, CABLE TIES	136.05			
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: N		
		LINEMAN TOOL BUCKETS		800 5-020-520	DEPARTMENT SUPPLIES	111.99
		CABLE TIES		720 5-000-520	DEPARTMENT SUPPLIES	24.06
I-1LG3-LGHR-4GVF		GIFT BAGS	72.99			
11/18/2024	AP	DUE: 11/18/2024 DISC: 11/18/2024		1099: N		
		GIFT BAGS		010 5-131-521	SPECIAL EVENTS	72.99
		=== VENDOR TOTALS ===	411.54			
=====						
01-10076		AMBER DEAN				
I-202411192462		CCMFOA	239.21			
11/04/2024	AP	DUE: 11/04/2024 DISC: 11/04/2024		1099: N		
		CCMFOA		180 5-000-428	CONFERENCES-SCHOOLS	239.21
		=== VENDOR TOTALS ===	239.21			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50391 AMERICAN BANKERS INSURANCE COM						
I-202411182455		FLOOD INSURANCE-PENN LIFTSTN	769.00			
10/15/2024	AP	DUE: 10/15/2024 DISC: 10/15/2024		1099: N		
		FLOOD INSURANCE-PENN LIFTSTN		900 5-047-452	INSURANCE	769.00
=== VENDOR TOTALS ===			769.00			
=====						
01-50637 ASCENT AVIATION GROUP, INC.						
I-S050278		9/24 AVPOS USER SERVICE FEE	30.00			
9/01/2024	AP	DUE: 9/01/2024 DISC: 9/01/2024		1099: N		
		9/24 AVPOS USER SERVICE FEE		360 5-000-424	CONTRACTUAL AGREEMENTS	30.00
=== VENDOR TOTALS ===			30.00			
=====						
01-50670 ASPLUNDH TREE EXPERT COMPANY						
I-79216824		TREE TRIMMING THRU 11/2/24	6,615.49			
11/08/2024	AP	DUE: 11/08/2024 DISC: 11/08/2024		1099: N		
		TREE TRIMMING THRU 11/2/24		800 5-020-424	CONTRACTUAL AGREEMENTS	6,615.49
I-80Q08724		TREE TRIMMING THRU 11/09/24	6,878.00			
11/15/2024	AP	DUE: 11/15/2024 DISC: 11/15/2024		1099: N		
		TREE TRIMMING THRU 11/09/24		800 5-020-424	CONTRACTUAL AGREEMENTS	6,878.00
=== VENDOR TOTALS ===			13,493.49			
=====						
01-03877 AUTO ZONE, INC.						
I-010601347623		AXLE ASSEMBLY, SWAY BAR LINK	144.47			
11/15/2024	AP	DUE: 11/15/2024 DISC: 11/15/2024		1099: N		
		AXLE ASSEMBLY, SWAY BAR LINK		800 5-040-680	VEHICLE-PARTS	144.47
I-01601346151		OIL	213.78			
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: N		
		OIL		900 5-026-545	MOTOR FUELS/LUBRICANTS	213.78
I-01601347115		INJECTOR CLEANER	15.00			
11/14/2024	AP	DUE: 11/14/2024 DISC: 11/14/2024		1099: N		
		INJECTOR CLEANER		010 5-163-545	MOTOR FUELS/LUBRICANTS	15.00
I-01601347116		WIRING KIT	3.50			
11/14/2024	AP	DUE: 11/14/2024 DISC: 11/14/2024		1099: N		
		WIRING KIT		010 5-163-680	VEHICLE-PARTS	3.50
=== VENDOR TOTALS ===			376.75			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56100		BORDER STATES ELECTRIC SUPPLY,				
I-929393625		BUS PIPE X 120' - NIP	2,362.57			
11/11/2024	AP	DUE: 12/11/2024 DISC: 12/11/2024		1099: N		
		BUS PIPE X 120' - NIP		810 5-020-863	SUBSTATION IMPROVEMENTS	2,362.57
=====						
I-929427645		BOLT EYELET, NUT, WASHER X 60	1,057.80			
11/15/2024	AP	DUE: 12/15/2024 DISC: 12/15/2024		1099: N		
		BOLT EYELET, NUT, WASHER X 60		720 5-000-520	DEPARTMENT SUPPLIES	1,057.80
		=== VENDOR TOTALS ===	3,420.37			
=====						
01-00207		BRADLEY MOWING				
I-202411192463		CITY LOT MAINT	420.00			
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: Y		
		CITY LOT MAINT		700 5-000-424	CONTRACTUAL AGREEMENTS	420.00
		=== VENDOR TOTALS ===	420.00			
=====						
01-51303		BRAINERD CHEMICAL COMPANY, INC				
I-CD99020524		LAB CHEMICALS	9,262.80			
11/06/2024	AP	DUE: 12/06/2024 DISC: 12/06/2024		1099: N		
		LAB CHEMICALS		800 5-030-525	CHEMICALS/FERTILIZERS/SE	9,262.80
		=== VENDOR TOTALS ===	9,262.80			
=====						
01-00542		CALEB HORN				
I-202411192468		EMT RECERTIFICATION	30.00			
11/14/2024	AP	DUE: 11/14/2024 DISC: 11/14/2024		1099: N		
		EMT RECERTIFICATION		010 5-041-486	TAXES, LICENSES, PERMITS	30.00
		=== VENDOR TOTALS ===	30.00			
=====						
01-00590		CARTER AUTOMOTIVE WAREHOUSE				
I-722593/1		BRAKE ROTER, PADS	128.57			
11/15/2024	AP	DUE: 12/15/2024 DISC: 12/15/2024		1099: N		
		BRAKE ROTER, PADS		800 5-030-680	VEHICLE-PARTS	128.57
=====						
I-734105		ANTIFREEZE	7.96			
11/13/2024	AP	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		ANTIFREEZE		900 5-026-545	MOTOR FUELS/LUBRICANTS	7.96
=====						
I-734404		WIRING KIT	6.56			
11/14/2024	AP	DUE: 12/14/2024 DISC: 12/14/2024		1099: N		
		WIRING KIT		010 5-163-620	EQUIPMENT MAINTENANCE	6.56

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00590		CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)				
=====						
I-734445		RADIATOR CAP	1.93			
11/14/2024	AP	DUE: 12/14/2024 DISC: 12/14/2024		1099: N		
		RADIATOR CAP		010 5-041-680	VEHICLE-PARTS	1.93
=== VENDOR TOTALS ===			145.02			
=====						
01-00650		CITY OF COFFEYVILLE				
=====						
I-202411192459		LICENSE RENEWAL - A KING	35.00			
11/19/2024	AP	DUE: 12/19/2024 DISC: 12/19/2024		1099: N		
		LICENSE RENEWAL - A KING		800 5-020-486	TAXES, LICENSES, PERMITS	35.00
=====						
I-202411192460		LICENSE RENEWAL - B YAPLE	35.00			
11/19/2024	AP	DUE: 12/19/2024 DISC: 12/19/2024		1099: N		
		LICENSE RENEWAL - B YAPLE		800 5-030-486	TAXES, LICENSES, PERMITS	35.00
=====						
I-202411192461		LICENSE RENEWAL - J CARSON	35.00			
11/19/2024	AP	DUE: 12/19/2024 DISC: 12/19/2024		1099: N		
		LICENSE RENEWAL - J CARSON		800 5-020-486	TAXES, LICENSES, PERMITS	35.00
=== VENDOR TOTALS ===			105.00			
=====						
01-01040		CITY OF COFFEYVILLE				
=====						
I-202411182454		ELECTRIC GENERATION	10,771.89			
11/10/2024	AP	DUE: 12/10/2024 DISC: 12/10/2024		1099: N		
		MACHINE SHOP		800 5-030-494	UTILITIES	882.11
		BASEMENT		800 5-030-494	UTILITIES	6,012.44
		TOWER #4		800 5-030-494	UTILITIES	3,877.34
=== VENDOR TOTALS ===			10,771.89			
=====						
01-52050		CJ'S THREADS LLC				
=====						
I-24399		LOGO EMBROIDERY X 1	5.86			
11/18/2024	AP	DUE: 11/18/2024 DISC: 11/18/2024		1099: N		
		LOGO EMBROIDERY X 1		800 5-020-515	CLOTHING	5.86
=== VENDOR TOTALS ===			5.86			
=====						
01-00871		COFFEYVILLE FEED AND FARM SUPP				
=====						
I-913279		CHAINSAW CHAIN, FILE	36.11			
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: N		
		CHAINSAW CHAIN, FILE		800 5-020-520	DEPARTMENT SUPPLIES	36.11

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00871		COFFEYVILLE FEED AND FARM SUPP(** CONTINUED **)				
=====						
I-913287		RUBBER BOOTS - PHILLIPS, THUR	39.31			
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: N		
		RUBBER BOOTS - PHILLIPS, THURM		800 5-030-515	CLOTHING	39.31
=== VENDOR TOTALS ===			75.42			
=====						
01-01000		COFFEYVILLE REGIONAL MEDICAL C				
=====						
I-BAA00012373432		INMATE ER SERVICES 24-12602	37.14			
10/22/2024	AP	DUE: 11/21/2024 DISC: 11/21/2024		1099: N		
		INMATE ER SERVICES 24-12602		010 5-023-478	PROFESSIONAL SERVICES	37.14
=== VENDOR TOTALS ===			37.14			
=====						
01-52127		COGENT COMMUNICATIONS, INC.				
=====						
I-202411212472		10/24 INTERNET SERVICE	2,914.00			
10/01/2024	AP	DUE: 10/01/2024 DISC: 10/01/2024		1099: N		
		10/24 INTERNET SERVICE		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	2,914.00
=====						
I-202411212473		11/24 INTERNET SERVICE	2,914.00			
11/01/2024	AP	DUE: 11/01/2024 DISC: 11/01/2024		1099: N		
		11/24 INTERNET SERVICE		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	2,914.00
=== VENDOR TOTALS ===			5,828.00			
=====						
01-52347		CORE & MAIN LP				
=====						
I-V781129		PIPE, RESTRAINTS, JOINTS	29,277.49			
10/23/2024	AP	DUE: 10/23/2024 DISC: 10/23/2024		1099: N		
		PIPE, RESTRAINTS, JOINTS		900 5-026-555	PLUMBING SUPPLIES	29,277.49
=====						
I-W006849		CLAMPS, COUPLINGS, ELBOWS	5,616.88			
11/15/2024	AP	DUE: 11/15/2024 DISC: 11/15/2024		1099: N		
		CLAMPS, COUPLINGS, ELBOWS		900 5-026-555	PLUMBING SUPPLIES	5,616.88
=== VENDOR TOTALS ===			34,894.37			
=====						
01-52514		CROSS DISCIPLINE ENGINEERING L				
=====						
I-1226		PAY #26-NIP SUBSTATION UPGRAD	14,006.50			
11/08/2024	AP	DUE: 11/08/2024 DISC: 11/08/2024		1099: N		
		PAY #26-NIP SUBSTATION UPGRADE		810 5-020-478	PROFESSIONAL SERVICES	14,006.50
=== VENDOR TOTALS ===			14,006.50			

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=====						
01-52888	DE LAGE LANDEN PUBLIC FINANCE					
I-588756296		PAY #17-GOLF CART LEASE	2,240.00			
11/13/2024	AP	DUE: 11/13/2024 DISC: 11/13/2024		1099: N		
		PAY #17-GOLF CART LEASE		370 5-000-950	TEMP NOTES-PRINCIPAL	1,722.37
		PAY #17-GOLF CART LEASE		370 5-000-940	TEMP NOTES-INTEREST	517.63
		=== VENDOR TOTALS ===	2,240.00			
=====						
01-01175	DIGITAL CONNECTIONS, INC.					
I-65694		ED, PP MAINT AGRMNT, COPIES	120.79			
11/07/2024	AP	DUE: 12/07/2024 DISC: 12/07/2024		1099: N		
		ED MAINT AGREEMENT, COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	47.78
		PP MAINT AGREEMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	73.01
		=== VENDOR TOTALS ===	120.79			
=====						
01-53081	DUNCAN & ALLEN					
I-47333		10/24 LEGAL SERVICES - CRNF	1,334.00			
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: Y		
		10/24 LEGAL SERVICES - CRNF		800 5-022-478	PROFESSIONAL SERVICES	1,334.00
		=== VENDOR TOTALS ===	1,334.00			
=====						
01-53113	DUTTON-LAINSON COMPANY					
I-S38004-2		F2S C320 AMI METERS X 8	2,389.04			
10/31/2024	AP	DUE: 10/31/2024 DISC: 10/31/2024		1099: N		
		F2S C320 AMI METERS X 8		890 5-020-840	METERS/INSTR/TRANFRMRS	2,389.04
		=== VENDOR TOTALS ===	2,389.04			
=====						
01-53219	ELECTRICAL TRAINING ALLIANCE					
I-55019306		BOOKS, COURSES - B WHITSON	584.94			
11/13/2024	AP	DUE: 11/13/2024 DISC: 11/13/2024		1099: N		
		BOOKS, COURSES - B WHITSON		800 5-020-428	CONFERENCES-SCHOOLS	584.94
		=== VENDOR TOTALS ===	584.94			
=====						
01-53435	FASTENAL COMPANY					
I-KSCOF115974		BATTERIES - AA, AAA, C, D	116.50			
9/09/2024	AP	DUE: 10/09/2024 DISC: 10/09/2024		1099: N		
		BATTERIES - AA, AAA, C, D		800 5-020-505	BATTERIES-NON VEHICLES	116.50

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=====						
01-53435	FASTENAL COMPANY	(** CONTINUED **)				
=====						
I-KSCOF116429		DELINEATOR, BARRICADES	2,257.82			
11/13/2024	AP	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		DELINEATOR, BARRICADES		010 5-163-585	TRAFFIC SIGN MATERIAL	2,257.82
=====						
I-KSCOF116453		BATTERIES	36.29			
11/18/2024	AP	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		BATTERIES		010 5-041-505	BATTERIES-NON VEHICLES	36.29
=====						
		=== VENDOR TOTALS ===	2,410.61			
=====						
01-01410	FOUR STATE MAINTENANCE SUPPLY,					
=====						
I-676642		FLOOR SCRUBBER RENTAL	334.98			
9/27/2024	AP	DUE: 10/27/2024 DISC: 10/27/2024		1099: N		
		FLOOR SCRUBBER RENTAL		360 5-000-448	EQUIPMENT-RENTAL/SERVICE	300.00
		DEGREASER, SCRUB PAD		360 5-000-520	DEPARTMENT SUPPLIES	34.98
=====						
I-678738		GLOVES, GLASS CLEANER	32.00			
11/08/2024	AP	DUE: 12/08/2024 DISC: 12/08/2024		1099: N		
		GLOVES, GLASS CLEANER		800 5-020-520	DEPARTMENT SUPPLIES	32.00
=====						
I-678907		TRASH BAGS	39.44			
11/12/2024	AP	DUE: 12/12/2024 DISC: 12/12/2024		1099: N		
		TRASH BAGS		010 5-163-520	DEPARTMENT SUPPLIES	39.44
=====						
I-679007		EVIDENCE BAGS, GLOVES	106.60			
11/13/2024	AP	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		EVIDENCE BAGS, GLOVES		010 5-023-520	DEPARTMENT SUPPLIES	106.60
=====						
		=== VENDOR TOTALS ===	513.02			
=====						
01-53743	G & G DOZER LLC					
=====						
I-18037		40YD ROLL OFF-TREE DUMP	450.00			
11/04/2024	AP	DUE: 12/04/2024 DISC: 12/04/2024		1099: Y		
		40YD ROLL OFF-TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	450.00
=====						
I-18054		40YD ROLL OFF-615 E 4TH	450.00			
11/11/2024	AP	DUE: 12/11/2024 DISC: 12/11/2024		1099: Y		
		40YD ROLL OFF-615 E 4TH		700 5-000-424	CONTRACTUAL AGREEMENTS	450.00
=====						
I-18055		30YD ROLL OFF-1005 W 4TH	400.00			
11/11/2024	AP	DUE: 12/11/2024 DISC: 12/11/2024		1099: Y		
		30YD ROLL OFF-1005 W 4TH		700 5-000-424	CONTRACTUAL AGREEMENTS	400.00
=====						
		=== VENDOR TOTALS ===	1,300.00			

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=====							
01-54011 GRAINGER							
I-9305823222		LIGHT BULB FOR SHOP LIGHTS		22.98			
11/05/2024	AP	DUE: 12/05/2024 DISC: 12/05/2024			1099: N		
		LIGHT BULB FOR SHOP LIGHTS			800 5-030-530	ELECTRICAL	22.98
=== VENDOR TOTALS ===				22.98			
=====							
01-54017 GRAND RIVER DAM AUTHORITY							
I-70,988		10/24 POWER PURCHASE		2,529,308.14			
11/05/2024	AP	DRAFT 11/21/2024			1099: N		
		10/24 POWER PURCHASE-MESSER			800 5-070-538	ENERGY-PURCHASE FIRM	2,042,703.29
		10/24 PCA COST RECOVERY-MESSER			800 5-070-538	ENERGY-PURCHASE FIRM	32,195.53
		10/24 PCA COST RECOVERY INTRST			800 5-070-538	ENERGY-PURCHASE FIRM	6,922.04
		10/24 PCA COST RECOVERY-CRNF			800 5-070-538	ENERGY-PURCHASE FIRM	38,676.09
		10/24 PCA COST RECOVERY INTRST			800 5-070-538	ENERGY-PURCHASE FIRM	8,315.36
		10/24 POWER PURCHASE-CITY			800 5-030-538	ENERGY-PURCHASE FIRM	372,892.85
		10/24 COST RECOVERY-CITY			800 5-030-538	ENERGY-PURCHASE FIRM	22,706.16
		10/24 COST RECOVERY INTRST			800 5-030-538	ENERGY-PURCHASE FIRM	4,881.82
		WIRE FEE			800 5-030-478	PROFESSIONAL SERVICES	15.00
=== VENDOR TOTALS ===				2,529,308.14			
=====							
01-54032 GRAYBAR ELECTRIC COMPANY, INC.							
I-9339698827		COMPRESSION LUG X 20		218.78			
11/07/2024	AP	DUE: 11/07/2024 DISC: 11/07/2024			1099: N		
		COMPRESSION LUG X 20			800 5-020-520	DEPARTMENT SUPPLIES	218.78
=== VENDOR TOTALS ===				218.78			
=====							
01-54387 HAMPEL OIL DISTRIBUTORS, INC.							
I-91865887		AVIATION FUEL X 7949 GALLONS		31,063.90			
9/26/2024	AP	DUE: 9/26/2024 DISC: 9/26/2024			1099: N		
		AVIATION FUEL X 7949 GALLONS			360 5-000-546	AVGAS	29,521.79
		AVIATION FUEL X 7949 GAL-FET			360 5-000-486	TAXES, LICENSES, PERMITS	1,542.11
=== VENDOR TOTALS ===				31,063.90			
=====							
01-54323 HAWKINS, INC.							
I-6914584		CHEMICALS		13,014.54			
11/14/2024	AP	DUE: 11/14/2024 DISC: 11/14/2024			1099: N		
		CHEMICALS			900 5-036-525	CHEMICALS/FERTILIZERS/SE	13,014.54
=== VENDOR TOTALS ===				13,014.54			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54605 HUBER & ASSOCIATES, INC.						
I-CW227188		ENTERPOL INTERFACE MAINT	565.00			
11/01/2024	AP	DUE: 12/01/2024 DISC: 12/01/2024		1099: N		
		ENTERPOL INTERFACE MAINT		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	565.00
=====						
I-CW227310		SSL CERT RENEWAL	264.00			
11/06/2024	AP	DUE: 12/06/2024 DISC: 12/06/2024		1099: N		
		SSL CERT RENEWAL		510 5-000-448	EQUIPMENT-RENTAL/SERVICE	264.00
=== VENDOR TOTALS ===			829.00			
=====						
01-54630 HUGO'S INDUSTRIAL SUPPLY, INC.						
I-326673		COPY PAPER	296.60			
11/01/2024	AP	DUE: 12/01/2024 DISC: 12/01/2024		1099: N		
		COPY PAPER		010 5-023-550	OFFICE SUPPLIES	296.60
=== VENDOR TOTALS ===			296.60			
=====						
01-55157 J HARLEN COMPANY, INC.						
I-1711688		RAIN COAT - J CARSON	225.63			
11/13/2024	AP	DUE: 11/13/2024 DISC: 11/13/2024		1099: N		
		RAIN COAT - J CARSON		800 5-020-515	CLOTHING	225.63
=== VENDOR TOTALS ===			225.63			
=====						
01-01642 JON'S TIRE & WHEEL LLC						
I-21233		TIRE REPAIR, DISPOSAL	48.00			
11/11/2024	AP	DUE: 11/11/2024 DISC: 11/11/2024		1099: Y		
		TIRE REPAIR, DISPOSAL		010 5-023-545	MOTOR FUELS/LUBRICANTS	48.00
=== VENDOR TOTALS ===			48.00			
=====						
01-55610 KANSAS DEPARTMENT OF REVENUE						
I-202411192469		10/24 AIRPORT SALES TAX	1,153.87			
11/14/2024	AP	DRAFT 11/14/2024		1099: N		
		10/24 AIRPORT SALES TAX		360 5-000-486	TAXES, LICENSES, PERMITS	1,153.87
=====						
I-202411192470		10/24 HGC SALES TAX	1,710.56			
11/14/2024	AP	DRAFT 11/14/2024		1099: N		
		10/24 HGC SALES TAX		370 5-000-486	TAXES, LICENSES, PERMITS	1,710.56
=== VENDOR TOTALS ===			2,864.43			

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-55620	KANSAS DEPARTMENT OF REVENUE						
I-202411192466		10/24 STATE, CITY TAX	69,228.01				
11/19/2024	AP	DRAFT 11/19/2024		1099: N			
		10/24 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	43,067.57	
		10/24 CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	26,160.44	
=== VENDOR TOTALS ===			69,228.01				
=====							
01-02070	KANSAS LUMBER COMPANY						
I-392139		RANGE SUPPLIES	67.05				
11/12/2024	AP	DUE: 12/12/2024 DISC: 12/12/2024		1099: N			
		RANGE SUPPLIES		010 5-023-520	DEPARTMENT SUPPLIES	67.05	
=== VENDOR TOTALS ===			67.05				
=====							
01-55880	KANSAS STATE FIREFIGHTERS ASSO						
I-3721		DEPARTMENT MEMBERSHIP	50.00				
11/01/2024	AP	DUE: 12/01/2024 DISC: 12/01/2024		1099: N			
		DEPARTMENT MEMBERSHIP		010 5-041-444	DUES/SUBSCRIPTION/PUBLIC	50.00	
=== VENDOR TOTALS ===			50.00				
=====							
01-02180	LIBRARY TREASURER						
I-2024-5		5TH TAX DISTRIBUTION	9,308.49				
10/31/2024	AP	DUE: 11/30/2024 DISC: 11/30/2024		1099: N			
		5TH TAX DISTRIBUTION		020 5-000-412	BUDGETED PAYMENTS	9,308.49	
=== VENDOR TOTALS ===			9,308.49				
=====							
01-56500	LOCKE SUPPLY COMPANY						
I-53821094-00		BLUE SEALANT	19.85				
10/16/2024	AP	DUE: 11/15/2024 DISC: 11/15/2024		1099: N			
		BLUE SEALANT		360 5-000-520	DEPARTMENT SUPPLIES	19.85	
I-53837347-00		INDUCER	434.10				
10/23/2024	AP	DUE: 11/22/2024 DISC: 11/22/2024		1099: N			
		INDUCER		520 5-136-805	BUILDING	434.10	
I-53861424-00		THERMOSTAT X 2, RELAY X 2	178.62				
11/09/2024	AP	DUE: 12/09/2024 DISC: 12/09/2024		1099: N			
		THERMOSTAT X 2, RELAY X 2		520 5-136-805	BUILDING	178.62	
I-53861424-01		HAIL/COIL GUARD BOX X 2	835.05				
11/02/2024	AP	DUE: 12/02/2024 DISC: 12/02/2024		1099: N			
		HAIL/COIL GUARD BOX X 2		520 5-136-805	BUILDING	835.05	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56500	LOCKE SUPPLY COMPANY	(** CONTINUED **)				
=====						
I-53861424-02		HVAC PACKAGE UNIT X 2	17,696.20			
11/05/2024	AP	DUE: 12/05/2024 DISC: 12/05/2024		1099: N		
		HVAC PACKAGE UNIT X 2		520 5-136-805	BUILDING	17,696.20
=====						
I-54013018-00		REC CENTER UNITS	25.09			
11/08/2024	AP	DUE: 12/08/2024 DISC: 12/08/2024		1099: N		
		REC CENTER UNITS		520 5-136-805	BUILDING	25.09
=====						
		=== VENDOR TOTALS ===	19,188.91			
=====						
01-56525	LOWES BUSINESS ACCOUNT					
=====						
I-06.24-10.24		DRYWALL, APPLIANCES, DOORS	11,238.69			
10/30/2024	AP	DRAFT 10/30/2024		1099: N		
		SCREW GUN, ROTARY TOOL, CORDS		180 5-205-580	TOOLS	1,321.51
		KOBALT COMPRESSOR		180 5-205-580	TOOLS	352.64
		SAW HORSES, TAPE MEASURE		180 5-205-580	TOOLS	254.70
		TAPE MEASURE, JAB SAW		180 5-205-580	TOOLS	42.01
		MITER SAW, SHOP VAC		180 5-205-580	TOOLS	538.85
		ROLLING TOOL BOX, BROOM		180 5-205-580	TOOLS	212.18
		DEWALT BATTERY PACKS, LADDERS		180 5-205-580	TOOLS	862.05
		CORRECT 6.25.24 PAYMENT CODING		620 5-000-457	HOUSING PROJECT A-WALES	4,165.44CR
		LATE FEE FOR JUNE CHARGES		180 5-205-520	DEPARTMENT SUPPLIES	29.00
		SHOWER BASE, FAUCETS		620 5-000-458	HOUSING PROJECT B-LEIGHT	483.19
		SHOWER FAUCETS		620 5-000-457	HOUSING PROJECT A-WALES	204.89
		DRYWALL PANELS		620 5-000-457	HOUSING PROJECT A-WALES	3,193.17
		DRYWALL PANELS		620 5-000-458	HOUSING PROJECT B-LEIGHT	3,193.16
		SHOWER WALL		620 5-000-457	HOUSING PROJECT A-WALES	737.14
		SHOWER WALL		620 5-000-458	HOUSING PROJECT B-LEIGHT	737.13
		STOVE, DISHWASHER, SHOWER DOOR		620 5-000-457	HOUSING PROJECT A-WALES	2,535.07
		STOVE, DISHWASHER, SHOWER DOOR		620 5-000-458	HOUSING PROJECT B-LEIGHT	2,535.06
		LATE FEE FOR AUGUST CHARGES		620 5-000-520	DEPARTMENT SUPPLIES	29.00
		RUBBER MULCH		620 5-000-457	HOUSING PROJECT A-WALES	38.72
		RUBBER MULCH		620 5-000-458	HOUSING PROJECT B-LEIGHT	38.71
		PAINT SPRAYER, TIPS, WRENCH		180 5-205-580	TOOLS	605.34
		RETURN DRYWALL PANELS		620 5-000-457	HOUSING PROJECT A-WALES	1,290.02CR
		RETURN DRYWALL PANELS		620 5-000-458	HOUSING PROJECT B-LEIGHT	1,290.02CR
		LATE FEE FOR SEPTEMBER CHARGES		180 5-205-520	DEPARTMENT SUPPLIES	40.00
		INTEREST CHARGE-PAST DUE BA		180 5-205-520	DEPARTMENT SUPPLIES	0.65
=====						
		=== VENDOR TOTALS ===	11,238.69			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56909 METRO COURIER, INC.						
I-59458		WATER SAMPLE SHIPPING	47.50			
11/15/2024	AP	DUE: 11/15/2024 DISC: 11/15/2024		1099: N		
		WATER SAMPLE SHIPPING		900 5-036-478	PROFESSIONAL SERVICES	47.50
=== VENDOR TOTALS ===			47.50			
=====						
01-57098 MIDWEST METER, INC.						
I-0170642-IN		1" BADGER METER X 24	5,960.98			
9/04/2024	AP	DUE: 9/04/2024 DISC: 9/04/2024		1099: N		
		1" BADGER METER X 24		900 5-026-840	METERS/INSTR/TRANFRMRS	5,960.98
=== VENDOR TOTALS ===			5,960.98			
=====						
01-57100 MIDWEST MINERALS, LLC						
I-758734		6.23 TONS ROCK	78.94			
11/12/2024	AP	DUE: 12/12/2024 DISC: 12/12/2024		1099: N		
		6.23 TONS ROCK		900 5-026-565	ROCK-SAND-DIRT	78.94
I-758985		12.64 TONS ROCK	156.10			
11/13/2024	AP	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		12.64 TONS ROCK		900 5-026-565	ROCK-SAND-DIRT	156.10
I-759610		13.63 TONS ROCK	168.33			
11/15/2024	AP	DUE: 12/15/2024 DISC: 12/15/2024		1099: N		
		13.63 TONS ROCK		900 5-026-565	ROCK-SAND-DIRT	168.33
=== VENDOR TOTALS ===			403.37			
=====						
01-57280 MONTGOMERY COUNTY DEPARTMENT O						
I-COPD-10		PRISONER BOARDING-OCTOBER	1,815.00			
11/01/2024	AP	DUE: 12/01/2024 DISC: 12/01/2024		1099: N		
		PRISONER BOARDING-OCTOBER		010 5-023-478	PROFESSIONAL SERVICES	1,815.00
=== VENDOR TOTALS ===			1,815.00			
=====						
01-52390 MONTGOMERY COUNTY TREASURER						
I-202411192467		TAG, TITLE, REGISTRATION X 2	67.50			
11/15/2024	AP	MANUAL CK# 003921 11/15/2024		1099: N		
		TAG, TITLE, REGISTRATION		010 5-023-486	TAXES, LICENSES, PERMITS	33.63
		TAG, TITLE, REGISTRATION		010 5-023-486	TAXES, LICENSES, PERMITS	33.87
=== VENDOR TOTALS ===			67.50			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02639	MYERS CONSTRUCTION					
I-202411192464		WALES AND LEIGHTON FLOORING	4,500.00			
11/13/2024	AP	DUE: 11/13/2024 DISC: 11/13/2024		1099: Y		
		WALES AND LEIGHTON FLOORING		620 5-000-457	HOUSING PROJECT A-WALES	2,000.00
		WALES AND LEIGHTON FLOORING		620 5-000-458	HOUSING PROJECT B-LEIGHT	2,500.00
		=== VENDOR TOTALS ===	4,500.00			
=====						
01-57489	NALCO COMPANY					
I-6603031945		LAB SUPPLIES	104.11			
10/31/2024	AP	DUE: 10/31/2024 DISC: 10/31/2024		1099: N		
		LAB SUPPLIES		800 5-030-525	CHEMICALS/FERTILIZERS/SE	104.11
		=== VENDOR TOTALS ===	104.11			
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.					
I-0144-207703		BATTERY CORE CHARGE	215.49			
11/04/2024	AP	DUE: 12/04/2024 DISC: 12/04/2024		1099: N		
		BATTERY CORE CHARGE		010 5-023-590	VEHICLE-EQUIP SUPPLIES	215.49
I-0144-208717		OIL, FUEL FILTERS	210.84			
11/12/2024	AP	DUE: 12/12/2024 DISC: 12/12/2024		1099: N		
		OIL, FUEL FILTERS		900 5-026-680	VEHICLE-PARTS	210.84
		=== VENDOR TOTALS ===	426.33			
=====						
01-51900	OFFICE OF THE STATE FIRE MARSH					
I-491860		2025 BOILER INSPECTION KS0103	30.00			
11/01/2024	AP	DUE: 12/01/2024 DISC: 12/01/2024		1099: N		
		2025 BOILER INSPECTION KS01033		800 5-030-486	TAXES, LICENSES, PERMITS	30.00
		=== VENDOR TOTALS ===	30.00			
=====						
01-00777	OLSON'S ACE HARDWARE					
I-53999/2		CAULK, WEATHERSTRIP, TAPE	65.83			
11/08/2024	AP	DUE: 11/08/2024 DISC: 11/08/2024		1099: N		
		CAULK, WEATHERSTRIP, TAPE		720 5-000-520	DEPARTMENT SUPPLIES	65.83
I-54131		LED 60W LIGHT BULBS	22.96			
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: N		
		LED 60W LIGHT BULBS		180 5-205-580	TOOLS	22.96
I-54165		RECIP	15.99			
11/13/2024	AP	DUE: 11/13/2024 DISC: 11/13/2024		1099: N		
		RECIP		180 5-205-580	TOOLS	15.99

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=====						
01-00777	OLSON'S ACE HARDWARE	(** CONTINUED **)				
I-54259		HEATER PARTS	11.10			
11/14/2024	AP	DUE: 11/14/2024 DISC: 11/14/2024		1099: N		
		HEATER PARTS		010 5-092-805	BUILDING	11.10
I-54268		FUSE FOR HEATER	5.98			
11/14/2024	AP	DUE: 11/14/2024 DISC: 11/14/2024		1099: N		
		FUSE FOR HEATER		010 5-092-805	BUILDING	5.98
I-54287		MINI SPLIT PARTS	3.96			
11/15/2024	AP	DUE: 11/15/2024 DISC: 11/15/2024		1099: N		
		MINI SPLIT PARTS		800 5-020-805	BUILDING	3.96
I-54300		DRILL BIT SET	37.99			
11/15/2024	AP	DUE: 11/15/2024 DISC: 11/15/2024		1099: N		
		DRILL BIT SET		180 5-205-580	TOOLS	37.99
		=== VENDOR TOTALS ===	163.81			
=====						
01-00778	OLSON'S ACE HARDWARE - TAXABLE					
I-53943/2		TOILET SEAT	24.08			
11/07/2024	AP	DUE: 11/07/2024 DISC: 11/07/2024		1099: N		
		TOILET SEAT		800 5-030-610	BUILDING MAINTENANCE	24.08
I-54043/2		SOCKET SET, ADAPTER	44.44			
11/08/2024	AP	DUE: 11/08/2024 DISC: 11/08/2024		1099: N		
		SOCKET SET, ADAPTER		800 5-020-580	TOOLS	44.44
I-54127/2		DRILL BIT SET	8.96			
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: N		
		DRILL BIT SET		800 5-030-580	TOOLS	8.96
I-54253/2		RATCHET EXTENSION	20.79			
11/14/2024	AP	DUE: 11/14/2024 DISC: 11/14/2024		1099: N		
		RATCHET EXTENSION		800 5-020-520	DEPARTMENT SUPPLIES	20.79
		=== VENDOR TOTALS ===	98.27			
=====						
01-58513	PROTECTIVE EQUIPMENT TESTING L					
I-86773		TALC GLOVE POWDER	39.79			
11/08/2024	AP	DUE: 12/08/2024 DISC: 12/08/2024		1099: N		
		TALC GLOVE POWDER		800 5-020-570	SAFETY EQUIPMENT	39.79
		=== VENDOR TOTALS ===	39.79			

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=====						
01-03217 ROGER L. GOSSARD						
I-202411202471		11/24 INDIGENT DEFENDER	1,000.00			
11/20/2024	AP	DUE: 11/20/2024 DISC: 11/20/2024		1099: Y		
		11/24 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES	1,000.00
=== VENDOR TOTALS ===			1,000.00			
=====						
01-03257 SALVATION ARMY COMMUNITY SERVI						
I-202411182458		COMMUNITY TOY RUN-GRDA	2,500.00			
11/18/2024	AP	MANUAL CK# 003922 11/18/2024		1099: Y		
		COMMUNITY TOY RUN-GRDA		130 5-000-521	SPECIAL EVENTS	2,500.00
=== VENDOR TOTALS ===			2,500.00			
=====						
01-03460 SHERWIN WILLIAMS COMPANY						
I-1531-1-		PAINT SUPPLIES	18.68			
11/14/2024	AP	DUE: 12/14/2024 DISC: 12/14/2024		1099: N		
		PAINT SUPPLIES		180 5-205-580	TOOLS	18.68
I-1532-9		PAINT	1,084.30			
11/14/2024	AP	DUE: 12/14/2024 DISC: 12/14/2024		1099: N		
		PAINT		010 5-163-585	TRAFFIC SIGN MATERIAL	1,084.30
=== VENDOR TOTALS ===			1,102.98			
=====						
01-59035 SMC ELECTRIC SUPPLY						
I-51082437-00		MERLIN, COPPER WIRE - NIP	1,358.16			
11/07/2024	AP	DUE: 12/07/2024 DISC: 12/07/2024		1099: N		
		MERLIN, COPPER WIRE - NIP		810 5-020-863	SUBSTATION IMPROVEMENTS	1,358.16
I-51082437-01		BARE COPPER WIRE - NIP	2,998.09			
11/07/2024	AP	DUE: 12/07/2024 DISC: 12/07/2024		1099: N		
		BARE COPPER WIRE - NIP		810 5-020-863	SUBSTATION IMPROVEMENTS	2,998.09
I-51082439-00		UD PRIMARY WIRE - NIP	88,534.76			
11/05/2024	AP	DUE: 12/05/2024 DISC: 12/05/2024		1099: N		
		UD PRIMARY WIRE - NIP		810 5-020-863	SUBSTATION IMPROVEMENTS	88,534.76
I-51082571-00		FUSE X 20 - DEGASSING UNITS	44.09			
11/11/2024	AP	DUE: 12/11/2024 DISC: 12/11/2024		1099: N		
		FUSE X 20 - DEGASSING UNITS		800 5-030-620	EQUIPMENT MAINTENANCE	44.09
=== VENDOR TOTALS ===			92,935.10			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-59722	SOUTHWEST POWER POOL, INC.						
I-TRN-20241031-CMLP		10/24 TRANSMISSION SERVICE	765,029.26				
10/31/2024	AP	DRAFT 11/13/2024		1099: N			
		10/24 TRANSMISSION SVC-MESSER		800 5-070-426	NETWORK TRANSMISSION SER	514,894.38	
		10/24 TRANSMISSION SVC-CITY		800 5-022-426	NETWORK TRANSMISSION SER	250,119.88	
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00	
		=== VENDOR TOTALS ===	765,029.26				
=====							
01-03161	STEVENS TROPHIES & ENGRAVING						
I-160		CHRISTMAS ORNAMENTS	365.00				
11/13/2024	AP	DUE: 11/13/2024 DISC: 11/13/2024		1099: Y			
		CHRISTMAS ORNAMENTS		010 5-131-521	SPECIAL EVENTS	365.00	
		=== VENDOR TOTALS ===	365.00				
=====							
01-60197	TANTALUS SYSTEMS, INC.						
I-29212		ITRON CENTRON III MODULE X 24	5,217.48				
10/31/2024	AP	DUE: 10/31/2024 DISC: 10/31/2024		1099: N			
		ITRON CENTRON III POLY MODULE		890 5-020-840	METERS/INSTR/TRANFRMRS	5,217.48	
I-29213		ITRON CENTRON III MODULE X 8	1,739.16				
10/31/2024	AP	DUE: 10/31/2024 DISC: 10/31/2024		1099: N			
		ITRON CENTRON III MODULE X 8		890 5-020-840	METERS/INSTR/TRANFRMRS	1,739.16	
		=== VENDOR TOTALS ===	6,956.64				
=====							
01-60207	TELEX LLC						
I-50331341		TROUBLESHOOT B NORTH, TESTING	30,771.89				
11/11/2024	AP	DUE: 11/11/2024 DISC: 11/11/2024		1099: N			
		TROUBLESHOOT B NORTH TRIP		800 5-020-424	CONTRACTUAL AGREEMENTS	27,527.92	
		TEST TRANSFORMER AT NEW GEN		800 5-030-424	CONTRACTUAL AGREEMENTS	3,243.97	
I-50331351		TROUBLESHOOT B NORTH, RELAY	3,565.92				
11/12/2024	AP	DUE: 11/12/2024 DISC: 11/12/2024		1099: N			
		RELAY WORK AT PP		800 5-030-424	CONTRACTUAL AGREEMENTS	573.00	
		TROUBLESHOOT B NORTH		800 5-020-424	CONTRACTUAL AGREEMENTS	2,992.92	
		=== VENDOR TOTALS ===	34,337.81				

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=====						
01-60227	TEREX CORPORATION					
I-7488692		REPAIR HYDRAULIC LEAK	3,670.40			
11/05/2024	AP	DUE: 11/05/2024 DISC: 11/05/2024		1099: N		
		REPAIR HYDRAULIC LEAK ON BUCKE		800 5-020-690	VEHICLE-LABOR	1,349.04
		WEATHER PACK, HOSES		800 5-020-680	VEHICLE-PARTS	2,321.36
=====						
I-7489904		REPAIR PTO	5,388.57			
11/08/2024	AP	DUE: 11/08/2024 DISC: 11/08/2024		1099: N		
		REPAIR PTO		800 5-020-690	VEHICLE-LABOR	5,388.57
		=== VENDOR TOTALS ===	9,058.97			
=====						
01-03770	THOMPSON BROTHERS SUPPLIES, IN					
I-887361		COMPRESSED NOS	415.69			
11/04/2024	AP	DUE: 12/04/2024 DISC: 12/04/2024		1099: N		
		COMPRESSED NOS		800 5-030-525	CHEMICALS/FERTILIZERS/SE	415.69
=====						
I-887602		COMPRESSED HYDROGEN	269.00			
11/07/2024	AP	DUE: 12/07/2024 DISC: 12/07/2024		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	269.00
=====						
I-887640		FR JEAN X 3 - B KUEHN	265.16			
11/07/2024	AP	DUE: 12/07/2024 DISC: 12/07/2024		1099: N		
		FR JEAN X 3 - B KUEHN		800 5-020-515	CLOTHING	265.16
=====						
I-887871		FR JEAN X 1 - J YEUBANKS	78.21			
11/12/2024	AP	DUE: 12/12/2024 DISC: 12/12/2024		1099: N		
		FR JEAN X 1 - J YEUBANKS		800 5-020-515	CLOTHING	78.21
=====						
I-888100		COMPRESSED HYDROGEN	269.00			
11/14/2024	AP	DUE: 12/14/2024 DISC: 12/14/2024		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	269.00
=====						
I-888323		FR SHIRT X 3, FR JEAN - J CAR	429.39			
11/18/2024	AP	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		FR SHIRT X 3, FR JEAN - J CARS		800 5-020-515	CLOTHING	429.39
=====						
I-888328		FR VEST	132.19			
11/18/2024	AP	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		FR VEST		800 5-020-515	CLOTHING	132.19
		=== VENDOR TOTALS ===	1,858.64			

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01-60295	THOMPSON LUMBER LLC					
I-INV0155125		FLOAT, HANDLE	191.67			
11/14/2024	AP	DUE: 12/14/2024 DISC: 12/14/2024		1099: N		
		FLOAT, HANDLE		010 5-163-580	TOOLS	191.67
		=== VENDOR TOTALS ===	191.67			
01-60174	TLC GROUNDSKEEPING LLC					
I-8823		CITY HALL LANDSCAPING	105.00			
11/13/2024	AP	DUE: 11/13/2024 DISC: 11/13/2024		1099: Y		
		CITY HALL LANDSCAPING		010 5-091-477	LANDSCAPING	105.00
		=== VENDOR TOTALS ===	105.00			
01-03810	TOOL SUPPLY, INC.					
I-0106696-00		SOCKET SET	50.80			
11/12/2024	AP	DUE: 12/12/2024 DISC: 12/12/2024		1099: N		
		SOCKET SET		010 5-163-580	TOOLS	50.80
I-0106873-00		FITTINGS FOR CHEMICAL TOTE	84.67			
11/07/2024	AP	DUE: 12/07/2024 DISC: 12/07/2024		1099: N		
		FITTINGS FOR CHEMICAL TOTE		800 5-030-520	DEPARTMENT SUPPLIES	84.67
I-0106895-00		DRIVE SOCKET	63.82			
11/12/2024	AP	DUE: 12/12/2024 DISC: 12/12/2024		1099: N		
		DRIVE SOCKET		900 5-026-580	TOOLS	63.82
I-0106905-00		CABLE CLAMP, WIRE ROPE	57.79			
11/13/2024	AP	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		CABLE CLAMP, WIRE ROPE		800 5-030-520	DEPARTMENT SUPPLIES	57.79
I-0106911-00		SOCKET SET, TAPE	120.99			
11/14/2024	AP	DUE: 12/14/2024 DISC: 12/14/2024		1099: N		
		GORILLA TAPE X 2		800 5-030-520	DEPARTMENT SUPPLIES	30.33
		SOCKET SET		800 5-030-580	TOOLS	90.66
		=== VENDOR TOTALS ===	378.07			
01-03840	TRI-STATE ELECTRIC SUPPLY COMP					
I-1122-1011435		METER MAIN, EXP JOINT, LOCKNU	651.98			
6/14/2024	AP	DUE: 7/14/2024 DISC: 7/14/2024		1099: N		
		METER MAIN, EXP JOINT, LOCKNUT		800 5-020-572	SUPPLIES-OTHER	651.98
I-1122-1011847		CONDUIT - COLLEGE JOB	160.37			
7/22/2024	AP	DUE: 8/21/2024 DISC: 8/21/2024		1099: N		
		CONDUIT - COLLEGE JOB		800 5-020-520	DEPARTMENT SUPPLIES	160.37

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=====						
01-03840		TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)				
I-1122-1011900		PULLING LUBE X 5 GAL	102.19			
7/25/2024	AP	DUE: 8/24/2024 DISC: 8/24/2024		1099: N		
		PULLING LUBE X 5 GAL		800 5-020-520	DEPARTMENT SUPPLIES	102.19
I-1122-1011963		CONDUIT FOR NEW HOUSES	221.96			
7/30/2024	AP	DUE: 8/29/2024 DISC: 8/29/2024		1099: N		
		CONDUIT FOR NEW HOUSES		620 5-000-457	HOUSING PROJECT A-WALES	110.98
		CONDUIT FOR NEW HOUSES		620 5-000-458	HOUSING PROJECT B-LEIGHT	110.98
I-1122-1011992		PVC CONDUIT - 2.5" AND 4"	7,020.00			
8/02/2024	AP	DUE: 9/01/2024 DISC: 9/01/2024		1099: N		
		PVC CONDUIT - 2.5" AND 4"		800 5-020-820	CONDUIT	7,020.00
I-1122-1012268		FIRST AID KIT, BURN CREAM	228.79			
8/30/2024	AP	DUE: 9/29/2024 DISC: 9/29/2024		1099: N		
		FIRST AID KIT, BURN CREAM		800 5-020-570	SAFETY EQUIPMENT	228.79
I-1122-1012391		TAX ON INVOICE 1011992	666.90			
9/05/2024	AP	DUE: 10/05/2024 DISC: 10/05/2024		1099: N		
		TAX ON INVOICE 1011992		800 5-020-820	CONDUIT	666.90
I-1122-1012424		CABLE TESTER, CRIMPER	112.79			
9/09/2024	AP	DUE: 10/09/2024 DISC: 10/09/2024		1099: N		
		CABLE TESTER, CRIMPER		800 5-030-520	DEPARTMENT SUPPLIES	112.79
I-1122-1012448		AUER MODULE - NEW GEN	121.38			
9/23/2024	AP	DUE: 10/23/2024 DISC: 10/23/2024		1099: N		
		AUER MODULE - NEW GEN		800 5-030-520	DEPARTMENT SUPPLIES	121.38
I-1122-1012522		CIRCUIT BREAKER - LIBRARY	11.42			
9/17/2024	AP	DUE: 10/17/2024 DISC: 10/17/2024		1099: N		
		CIRCUIT BREAKER - LIBRARY		800 5-020-572	SUPPLIES-OTHER	11.42
I-1122-1012593		RECEP, COVER, SUPPLIES - FD	50.84			
9/24/2024	AP	DUE: 10/24/2024 DISC: 10/24/2024		1099: N		
		RECEP, COVER, SUPPLIES - FD		800 5-020-572	SUPPLIES-OTHER	50.84
I-1122-1012594		ENGINEERING OFFICES	7.24			
9/24/2024	AP	DUE: 10/24/2024 DISC: 10/24/2024		1099: N		
		ENGINEERING OFFICES		010 5-091-805	BUILDING	7.24
I-1122-1012620		CIRCUIT BREAKER, WIRE - WJP	96.61			
9/25/2024	AP	DUE: 10/25/2024 DISC: 10/25/2024		1099: N		
		CIRCUIT BREAKER, WIRE - WJP		800 5-020-572	SUPPLIES-OTHER	96.61
I-1122-1012636		CONDUIT, RECEP, COVER - HGC	49.67			
9/27/2024	AP	DUE: 10/27/2024 DISC: 10/27/2024		1099: N		
		CONDUIT, RECEP, COVER - HGC		800 5-020-572	SUPPLIES-OTHER	49.67

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=====						
01-03840	TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)					
=====						
I-1122-1012644		CIRCUIT, CONDUIT - BG CLUB	46.94			
9/27/2024	AP	DUE: 10/27/2024 DISC: 10/27/2024		1099: N		
		CIRCUIT, CONDUIT - BG CLUB		800 5-020-572	SUPPLIES-OTHER	46.94
=====						
I-1122-1012645		CIRCUID BREAKER PADLOCK-BG CL	21.07			
10/09/2024	AP	DUE: 11/08/2024 DISC: 11/08/2024		1099: N		
		CIRCUID BREAKER PADLOCK-BG CLU		800 5-020-572	SUPPLIES-OTHER	21.07
=====						
I-1122-1012839		ENCLOSURE,CONTACTOR-AIRPLANE	372.78			
10/16/2024	AP	DUE: 11/15/2024 DISC: 11/15/2024		1099: N		
		ENCLOSURE,CONTACTOR-AIRPLANE M		800 5-020-572	SUPPLIES-OTHER	372.78
=====						
I-1122-1012840		WIRING TROUGH, CONDUIT - UP P	185.14			
10/11/2024	AP	DUE: 11/10/2024 DISC: 11/10/2024		1099: N		
		WIRING TROUGH, CONDUIT - UP PK		800 5-020-572	SUPPLIES-OTHER	185.14
=====						
I-1122-1013129		FLUORESCENT LIGHT BULBS	97.20			
11/05/2024	AP	DUE: 12/05/2024 DISC: 12/05/2024		1099: N		
		FLUORESCENT LIGHT BULBS		800 5-020-530	ELECTRICAL	97.20
=====						
I-1122-1013133		14W LED LAMP X 25	120.18			
11/05/2024	AP	DUE: 12/05/2024 DISC: 12/05/2024		1099: N		
		14W LED LAMP X 25		800 5-030-530	ELECTRICAL	120.18
=====						
I-1122-9012429582		SERVICE CHARGE FOR LATE INVS	14.08			
6/25/2024	AP	DUE: 7/25/2024 DISC: 7/25/2024		1099: N		
		SERVICE CHARGE FOR LATE INVS		800 5-020-572	SUPPLIES-OTHER	14.08
=====						
I-1122-9012701036		SERVICE CHARGE FOR LATE INVS	10.43			
7/25/2024	AP	DUE: 8/24/2024 DISC: 8/24/2024		1099: N		
		SERVICE CHARGE FOR LATE INVS		800 5-020-572	SUPPLIES-OTHER	10.43
=====						
I-1122-9012978688		SERVICE CHARGE FOR LATE INVS	14.37			
8/25/2024	AP	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		SERVICE CHARGE FOR LATE INVS		800 5-020-572	SUPPLIES-OTHER	14.37
=====						
		=== VENDOR TOTALS ===	10,384.33			
=====						
01-03832	TYLER HAGEBUSCH					
=====						
I-202411192465		INCIDENT RESPONSE MEAL	13.13			
11/14/2024	AP	DUE: 11/14/2024 DISC: 11/14/2024		1099: N		
		INCIDENT RESPONSE MEAL		010 5-023-490	TRAVEL EXPENSE REIMBURSE	13.13
=====						
		=== VENDOR TOTALS ===	13.13			

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=====						
01-60896		UTILITY FINANCIAL SOLUTIONS, L				
=====						
I-15306UFS		COST OF SRVC, RATE STUDY	7,852.50			
11/09/2024	AP	DUE: 11/09/2024 DISC: 11/09/2024		1099: N		
		COST OF SRVC, RATE STUDY		810 5-040-478	PROFESSIONAL SERVICES	7,852.50
=====						
I-4232UFS		COST OF SRVC, RATE STUDY	1,595.00			
6/23/2024	AP	DUE: 6/23/2024 DISC: 6/23/2024		1099: N		
		COST OF SRVC, RATE STUDY		810 5-040-478	PROFESSIONAL SERVICES	1,595.00
=====						
		=== VENDOR TOTALS ===	9,447.50			
=====						
01-61477		VERIZON WIRELESS				
=====						
I-9970415630		7/24 CELL PHONES, HOT SPOTS	1,942.22			
8/01/2024	AP	DRAFT 11/06/2024		1099: N		
		DARIN DAILY		010 5-023-416	COMMUNICATIONS	41.47
		TROUBLE TRUCK		800 5-020-416	COMMUNICATIONS	41.47
		KWIN BROMLEY		010 5-023-416	COMMUNICATIONS	41.47
		CHUCK SHIVELY		900 5-037-416	COMMUNICATIONS	41.47
		JASON MATNEY		900 5-026-416	COMMUNICATIONS	24.30
		JARRAH MARNELL		010 5-018-416	COMMUNICATIONS	41.47
		TIM WILSON		010 5-012-416	COMMUNICATIONS	41.47
		AIRPORT STAFF		360 5-000-416	COMMUNICATIONS	24.30
		BEN BRUBAKER		010 5-012-416	COMMUNICATIONS	41.47
		STORMWATER		760 5-000-416	COMMUNICATIONS	24.30
		WWTP OPERATOR		900 5-037-416	COMMUNICATIONS	24.30
		WTP OPERATOR		900 5-036-416	COMMUNICATIONS	24.30
		LUCAS VARGAS		010 5-023-416	COMMUNICATIONS	41.47
		MELISSA CARTER		010 5-015-416	COMMUNICATIONS	41.47
		CYNTHIA DECKER		180 5-205-416	COMMUNICATIONS	41.47
		MAPPING IPAD		800 5-020-416	COMMUNICATIONS	21.20
		MAPPING IPAD		900 5-027-416	COMMUNICATIONS	8.40
		MAPPING IPAD		900 5-026-416	COMMUNICATIONS	6.00
		MAPPING IPAD		760 5-000-416	COMMUNICATIONS	4.41
		FD IPAD PRO 1		010 5-041-416	COMMUNICATIONS	40.01
		ELECTRIC SERVICEMAN HOT SPOT		800 5-020-416	COMMUNICATIONS	40.01
		JASON KASTLER		010 5-023-416	COMMUNICATIONS	41.47
		ALLISON PRYOR		010 5-019-416	COMMUNICATIONS	41.47
		ANGIE STEVENS		010 5-045-416	COMMUNICATIONS	46.47
		GIS HANDHELD ELECTRIC HOT SPOT		800 5-020-416	COMMUNICATIONS	40.09
		DJ MANLEY		010 5-045-416	COMMUNICATIONS	46.47
		PD USB MODEM FOR POLE CAMERA		010 5-023-416	COMMUNICATIONS	40.01
		PD DISPATCH		510 5-000-416	COMMUNICATIONS	24.30
		REBECCA GATH		180 5-205-416	COMMUNICATIONS	51.90
		BRENT MCDANIEL		800 5-080-416	COMMUNICATIONS	101.66
		CEMETERY SEXTON		010 5-163-416	COMMUNICATIONS	24.30
		ELECTRIC METER SERVICEMAN		800 5-020-416	COMMUNICATIONS	24.30
		WATER METER SERVICEMAN		900 5-026-416	COMMUNICATIONS	24.30
		TRAVIS ROSSON		900 5-026-416	COMMUNICATIONS	24.30
		MALACHI THOMPSON		180 5-205-416	COMMUNICATIONS	41.47
		MIKE O'CONNOR		010 5-041-416	COMMUNICATIONS	0.00

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01-61477	VERIZON WIRELESS	(** CONTINUED **)					
		AMBER DEAN			180 5-205-416	COMMUNICATIONS	41.47
		POLICE CHIEF HOT SPOT			010 5-023-416	COMMUNICATIONS	40.01
		FD IPAD PRO 2			010 5-041-416	COMMUNICATIONS	40.01
		TONY LAWSON			800 5-030-416	COMMUNICATIONS	41.47
		JIM WRIGHT			900 5-046-416	COMMUNICATIONS	106.88
		HAZMAT TRAILER			010 5-041-416	COMMUNICATIONS	46.47
		CHRIS WEINER			800 5-040-416	COMMUNICATIONS	106.88
		MARTIN CUMINGS			010 5-014-416	COMMUNICATIONS	41.47
		HVAC TECHNICIAN			010 5-071-416	COMMUNICATIONS	41.47
		ALESIA MCFARLAND			010 5-017-416	COMMUNICATIONS	41.47
		BRUCE KOEHN			800 5-020-416	COMMUNICATIONS	41.47
		KURT TAYLOR			800 5-020-416	COMMUNICATIONS	41.47
		ANDREW KING			800 5-020-416	COMMUNICATIONS	41.47
		KEVIN MERSBERG			800 5-022-416	COMMUNICATIONS	41.47
=====							
I-9975228870		9/24 CELL PHONES, HOT SPOTS		1,663.83			
10/01/2024	AP	DRAFT	11/06/2024		1099: N		
		DARIN DAILY			010 5-023-416	COMMUNICATIONS	41.51
		TROUBLE TRUCK			800 5-020-416	COMMUNICATIONS	41.51
		KWIN BROMLEY			010 5-023-416	COMMUNICATIONS	41.51
		CHUCK SHIVELY			900 5-037-416	COMMUNICATIONS	41.51
		JASON MATNEY			900 5-026-416	COMMUNICATIONS	24.34
		JARRAH MARNELL			010 5-018-416	COMMUNICATIONS	41.51
		TIM WILSON			010 5-012-416	COMMUNICATIONS	41.51
		AIRPORT STAFF			360 5-000-416	COMMUNICATIONS	24.34
		BEN BRUBAKER			010 5-012-416	COMMUNICATIONS	41.51
		STORMWATER			760 5-000-416	COMMUNICATIONS	24.34
		WWTP OPERATOR			900 5-037-416	COMMUNICATIONS	24.34
		WTP OPERATOR			900 5-036-416	COMMUNICATIONS	24.34
		LUCAS VARGAS			010 5-023-416	COMMUNICATIONS	41.51
		MELISSA CARTER			010 5-015-416	COMMUNICATIONS	41.51
		CYNTHIA DECKER			180 5-205-416	COMMUNICATIONS	41.51
		MAPPING IPAD			800 5-020-416	COMMUNICATIONS	21.20
		MAPPING IPAD			900 5-027-416	COMMUNICATIONS	8.40
		MAPPING IPAD			900 5-026-416	COMMUNICATIONS	6.00
		MAPPING IPAD			760 5-000-416	COMMUNICATIONS	4.41
		FD IPAD PRO 1			010 5-041-416	COMMUNICATIONS	40.01
		ELECTRIC SERVICEMAN HOT SPOT			800 5-020-416	COMMUNICATIONS	40.01
		JASON KASTLER			010 5-023-416	COMMUNICATIONS	41.51
		ALLISON PRYOR			010 5-019-416	COMMUNICATIONS	41.51
		ANGIE STEVENS			010 5-045-416	COMMUNICATIONS	46.51
		GIS HANDHELD ELECTRIC HOT SPOT			800 5-020-416	COMMUNICATIONS	40.09
		DJ MANLEY			010 5-045-416	COMMUNICATIONS	46.51
		PD USB MODEM FOR POLE CAMERA			010 5-023-416	COMMUNICATIONS	40.01
		PD DISPATCH			510 5-000-416	COMMUNICATIONS	24.34
		REBECCA GATH			180 5-205-416	COMMUNICATIONS	16.17CR
		BRENT MCDANIEL			800 5-080-416	COMMUNICATIONS	79.62CR
		CEMETERY SEXTON			010 5-163-416	COMMUNICATIONS	25.43
		ELECTRIC METER SERVICEMAN			800 5-020-416	COMMUNICATIONS	41.51
		WATER METER SERVICEMAN			900 5-026-416	COMMUNICATIONS	24.34
		TRAVIS ROSSON			900 5-026-416	COMMUNICATIONS	24.34

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-----ID-----				GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-61477	VERIZON WIRELESS	(** CONTINUED **)					
		MALACHI THOMPSON			180 5-205-416	COMMUNICATIONS	41.51
		MIKE O'CONNOR			010 5-041-416	COMMUNICATIONS	82.04
		AMBER DEAN			180 5-205-416	COMMUNICATIONS	41.51
		POLICE CHIEF HOT SPOT			010 5-023-416	COMMUNICATIONS	40.01
		FD IPAD PRO 2			010 5-041-416	COMMUNICATIONS	40.01
		TONY LAWSON			800 5-030-416	COMMUNICATIONS	41.51
		JIM WRIGHT			900 5-046-416	COMMUNICATIONS	41.51
		HAZMAT TRAILER			010 5-041-416	COMMUNICATIONS	46.51
		CHRIS WEINER			800 5-040-416	COMMUNICATIONS	41.51
		MARTIN CUMINGS			010 5-014-416	COMMUNICATIONS	41.51
		HVAC TECHNICIAN			010 5-071-416	COMMUNICATIONS	41.51
		ALESIA MCFARLAND			010 5-017-416	COMMUNICATIONS	41.51
		BRUCE KOEHN			800 5-020-416	COMMUNICATIONS	41.51
		KURT TAYLOR			800 5-020-416	COMMUNICATIONS	41.51
		ANDREW KING			800 5-020-416	COMMUNICATIONS	41.51
		KEVIN MERSBERG			800 5-022-416	COMMUNICATIONS	41.51
=====							
I-9977669943		10/24 CELL PHONES, HOT SPOTS		1,747.97			
11/01/2024	AP	DRAFT	11/06/2024		1099: N		
		DARIN DAILY			010 5-023-416	COMMUNICATIONS	41.51
		TROUBLE TRUCK			800 5-020-416	COMMUNICATIONS	41.51
		KWIN BROMLEY			010 5-023-416	COMMUNICATIONS	41.51
		CHUCK SHIVELY			900 5-037-416	COMMUNICATIONS	41.51
		JASON MATNEY			900 5-026-416	COMMUNICATIONS	24.34
		JARRAH MARNELL			010 5-018-416	COMMUNICATIONS	41.51
		TIM WILSON			010 5-012-416	COMMUNICATIONS	41.51
		AIRPORT STAFF			360 5-000-416	COMMUNICATIONS	24.34
		BEN BRUBAKER			010 5-012-416	COMMUNICATIONS	41.51
		STORMWATER			760 5-000-416	COMMUNICATIONS	24.34
		WWTP OPERATOR			900 5-037-416	COMMUNICATIONS	24.34
		WTP OPERATOR			900 5-036-416	COMMUNICATIONS	24.34
		LUCAS VARGAS			010 5-023-416	COMMUNICATIONS	41.51
		MELISSA CARTER			010 5-015-416	COMMUNICATIONS	41.51
		CYNTHIA DECKER			180 5-205-416	COMMUNICATIONS	41.51
		MAPPING IPAD			800 5-020-416	COMMUNICATIONS	21.20
		MAPPING IPAD			900 5-027-416	COMMUNICATIONS	8.40
		MAPPING IPAD			900 5-026-416	COMMUNICATIONS	6.00
		MAPPING IPAD			760 5-000-416	COMMUNICATIONS	4.41
		FD IPAD PRO 1			010 5-041-416	COMMUNICATIONS	40.01
		ELECTRIC SERVICEMAN HOT SPOT			800 5-020-416	COMMUNICATIONS	40.01
		JASON KASTLER			010 5-023-416	COMMUNICATIONS	41.51
		ALLISON PRYOR			010 5-019-416	COMMUNICATIONS	41.51
		ANGIE STEVENS			010 5-045-416	COMMUNICATIONS	46.51
		GIS HANDHELD ELECTRIC HOT SPOT			800 5-020-416	COMMUNICATIONS	40.07
		DJ MANLEY			010 5-045-416	COMMUNICATIONS	76.50
		PD USB MODEM FOR POLE CAMERA			010 5-023-416	COMMUNICATIONS	40.01
		PD DISPATCH			510 5-000-416	COMMUNICATIONS	24.34
		CEMETERY SEXTON			010 5-163-416	COMMUNICATIONS	24.34
		ELECTRIC METER SERVICEMAN			800 5-020-416	COMMUNICATIONS	41.51
		WATER METER SERVICEMAN			900 5-026-416	COMMUNICATIONS	24.34
		TRAVIS ROSSON			900 5-026-416	COMMUNICATIONS	24.34

PACKET: 04981 TOBY AO 24-22 11.26.24 PA

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-61477	VERIZON WIRELESS	(** CONTINUED **)				
		MALACHI THOMPSON		180 5-205-416	COMMUNICATIONS	41.51
		MIKE O'CONNOR		010 5-041-416	COMMUNICATIONS	41.51
		AMBER DEAN		180 5-205-416	COMMUNICATIONS	41.51
		POLICE CHIEF HOT SPOT		010 5-023-416	COMMUNICATIONS	40.01
		FD IPAD PRO 2		010 5-041-416	COMMUNICATIONS	40.01
		TONY LAWSON		800 5-030-416	COMMUNICATIONS	41.51
		JIM WRIGHT		900 5-046-416	COMMUNICATIONS	41.51
		HAZMAT TRAILER		010 5-041-416	COMMUNICATIONS	46.51
		CHRIS WEINER		800 5-040-416	COMMUNICATIONS	41.51
		MARTIN CUMINGS		010 5-014-416	COMMUNICATIONS	41.51
		HVAC TECHNICIAN		010 5-071-416	COMMUNICATIONS	41.51
		ALESIA MCFARLAND		010 5-017-416	COMMUNICATIONS	41.51
		BRUCE KOEHN		800 5-020-416	COMMUNICATIONS	41.51
		KURT TAYLOR		800 5-020-416	COMMUNICATIONS	41.51
		ANDREW KING		800 5-020-416	COMMUNICATIONS	41.51
		KEVIN MERSBERG		800 5-022-416	COMMUNICATIONS	41.51
		=== VENDOR TOTALS ===	5,354.02			
=====						
01-61449	WRIGHT NATIONAL FLOOD INSURANC					
I-202411182456		FLOOD INSURANCE-SLUDGE HOLDIN	651.00			
10/08/2024	AP	DUE: 10/08/2024 DISC: 10/08/2024		1099: N		
		FLOOD INSURANCE-SLUDGE HOLDING		900 5-047-452	INSURANCE	651.00
I-202411182457		FLOOD INSURANCE-RVR RD PUMP	13,499.00			
10/08/2024	AP	DUE: 10/08/2024 DISC: 10/08/2024		1099: N		
		FLOOD INSURANCE-RVR RD PUMP		900 5-046-452	INSURANCE	13,499.00
		=== VENDOR TOTALS ===	14,150.00			
		=== PACKET TOTALS ===	3,762,864.66			

PACKET: 04981 TOBY AO 24-22 11.26.24 PA

VENDOR SET: 01 CITY OF COFFEYVILLE

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** T O T A L S **

INVOICE TOTALS	3,762,864.66
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	3,762,864.66
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
					ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
					BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2024		010-1-115	ACCOUNTS PAYABLE POOLED	11,186.21-*						
		010-5-012-416	COMMUNICATIONS	248.98	1,000	149.75		6,800	38,494.47-	Y
		010-5-013-478	PROFESSIONAL SERVICES	1,000.00	112,800	42,283.90		165,950	67,381.87	
		010-5-014-416	COMMUNICATIONS	124.49	504	51.25		14,437	152,281.91-	Y
		010-5-015-416	COMMUNICATIONS	124.49	504	33.45		4,664	2,906.77	
		010-5-017-416	COMMUNICATIONS	124.49	0	165.96-	Y	221,459	14,039.91	
		010-5-018-416	COMMUNICATIONS	124.49	0	297.53-	Y	20,370	795.60-	Y
		010-5-019-416	COMMUNICATIONS	124.49	504	47.78		6,529	2,507.92	
		010-5-023-416	COMMUNICATIONS	738.02	3,000	120.37		84,652	708.87	
		010-5-023-448	EQUIPMENT-RENTAL/SERVICE	565.00	17,000	271.43		84,652	881.89	
		010-5-023-478	PROFESSIONAL SERVICES	1,852.14	20,000	2,801.84-	Y	84,652	405.25-	Y
		010-5-023-486	TAXES, LICENSES, PERMITS	67.50	300	66.25-	Y	84,652	1,379.39	
		010-5-023-490	TRAVEL EXPENSE REIMBURSE	13.13	1,500	318.13-	Y	84,652	1,433.76	
		010-5-023-520	DEPARTMENT SUPPLIES	173.65	7,000	1,486.27		99,050	10,774.72	
		010-5-023-545	MOTOR FUELS/LUBRICANTS	48.00	50,000	9,340.37		99,050	10,900.37	
		010-5-023-550	OFFICE SUPPLIES	296.60	3,000	151.93		99,050	10,651.77	
		010-5-023-590	VEHICLE-EQUIP SUPPLIES	215.49	2,500	631.86		99,050	10,732.88	
		010-5-041-416	COMMUNICATIONS	503.10	1,500	296.63-	Y	78,074	34,199.98	
		010-5-041-444	DUES/SUBSCRIPTION/PUBLIC	50.00	1,100	1,050.00		78,074	34,653.08	
		010-5-041-486	TAXES, LICENSES, PERMITS	30.00	220	760.00-	Y	78,074	34,673.08	
		010-5-041-505	BATTERIES-NON VEHICLES	36.29	500	290.20		41,025	8,081.27-	Y
		010-5-041-680	VEHICLE-PARTS	1.93	6,000	7,865.56-	Y	17,450	23,585.78-	Y
		010-5-045-416	COMMUNICATIONS	308.97	1,200	147.57		8,382	2,528.72	
		010-5-071-416	COMMUNICATIONS	124.49	0	165.96-	Y	16,104	2,226.66	
		010-5-091-477	LANDSCAPING	105.00	0	15,735.55-	Y	6,800	12,975.95-	Y
		010-5-091-805	BUILDING	7.24	1,000	986.67		1,000	986.67	
		010-5-092-805	BUILDING	17.08	0	17.08-	Y	0	17.08-	Y
		010-5-131-521	SPECIAL EVENTS	437.99	4,500	9,088.26-	Y	17,550	6,084.43-	Y
		010-5-163-416	COMMUNICATIONS	74.07	1,000	258.67		73,762	9,548.87	
		010-5-163-520	DEPARTMENT SUPPLIES	39.44	40,000	13,031.88		230,100	98,202.32-	Y
		010-5-163-545	MOTOR FUELS/LUBRICANTS	15.00	55,000	680.12-	Y	230,100	98,177.88-	Y

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VENDOR SET: 01 CITY OF COFFEYVILLE

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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		010-5-163-580	TOOLS	242.47	6,000	182.81	230,100	98,405.35- Y
		010-5-163-585	TRAFFIC SIGN MATERIAL	3,342.12	12,000	20,735.90- Y	230,100	101,505.00- Y
		010-5-163-620	EQUIPMENT MAINTENANCE	6.56	37,000	8,729.37- Y	73,000	2,839.78- Y
		010-5-163-680	VEHICLE-PARTS	3.50	25,000	1,507.19- Y	73,000	2,836.72- Y
		020-1-115	ACCOUNTS PAYABLE POOLED	9,308.49-*				
		020-5-000-412	BUDGETED PAYMENTS	9,308.49	310,240	83,216.61- Y	310,240	83,216.61- Y
		130-1-115	ACCOUNTS PAYABLE POOLED	2,500.00-*				
		130-5-000-521	SPECIAL EVENTS	2,500.00	203,650	198,150.00	203,650	198,150.00
		180-1-115	ACCOUNTS PAYABLE POOLED	5,002.96-*				
		180-5-000-428	CONFERENCES-SCHOOLS	239.21	0	629.21- Y	0	16,292.54- Y
		180-5-205-416	COMMUNICATIONS	409.20	1,500	13.13	7,725	6,179.68- Y
		180-5-205-520	DEPARTMENT SUPPLIES	69.65	2,500	7,943.53- Y	4,384	6,896.98- Y
		180-5-205-580	TOOLS	4,284.90	0	4,331.98- Y	4,384	11,112.23- Y
		210-1-115	ACCOUNTS PAYABLE POOLED	69,228.01-*				
		210-5-000-486	TAXES, LICENSES, PERMITS	69,228.01	0	557,983.89- Y	0	557,983.89- Y
		360-1-115	ACCOUNTS PAYABLE POOLED	32,675.58-*				
		360-5-000-416	COMMUNICATIONS	72.98	2,000	1,854.10	56,999	5,831.12- Y
		360-5-000-424	CONTRACTUAL AGREEMENTS	30.00	1,500	172.92- Y	56,999	5,788.14- Y
		360-5-000-448	EQUIPMENT-RENTAL/SERVICE	300.00	500	200.00	56,999	6,058.14- Y
		360-5-000-486	TAXES, LICENSES, PERMITS	2,695.98	0	24,420.40- Y	56,999	8,454.12- Y
		360-5-000-520	DEPARTMENT SUPPLIES	54.83	1,000	4,161.63- Y	214,634	99,992.47
		360-5-000-546	AVGAS	29,521.79	60,000	4,939.67- Y	214,634	70,525.51
		370-1-115	ACCOUNTS PAYABLE POOLED	3,950.56-*				
		370-5-000-486	TAXES, LICENSES, PERMITS	1,710.56	8,500	5,227.29- Y	31,590	12,772.75- Y
		370-5-000-940	TEMP NOTES-INTEREST	517.63	6,797	614.38	26,880	3,962.37
		370-5-000-950	TEMP NOTES-PRINCIPAL	1,722.37	20,082	1,625.62	26,880	2,757.63
		510-1-115	ACCOUNTS PAYABLE POOLED	336.98-*				
		510-5-000-416	COMMUNICATIONS	72.98	16,500	9,236.29	42,500	4,388.31- Y
		510-5-000-448	EQUIPMENT-RENTAL/SERVICE	264.00	15,000	5,998.74- Y	42,500	4,579.33- Y
		520-1-115	ACCOUNTS PAYABLE POOLED	19,169.06-*				
		520-5-136-805	BUILDING	19,169.06	0	19,169.06- Y	0	19,169.06- Y
		620-1-115	ACCOUNTS PAYABLE POOLED	11,701.72-*				
		620-5-000-457	HOUSING PROJECT A-WALES	3,364.51	0	161,047.26- Y	469,708	299,696.08- Y
		620-5-000-458	HOUSING PROJECT B-LEIGHT	8,308.21	0	100,468.88- Y	469,708	304,639.78- Y
		620-5-000-520	DEPARTMENT SUPPLIES	29.00	0	29.00- Y	0	91.07- Y
		700-1-115	ACCOUNTS PAYABLE POOLED	1,720.00-*				
		700-5-000-424	CONTRACTUAL AGREEMENTS	1,720.00	200,000	47,512.29- Y	676,320	67,367.18
		720-1-115	ACCOUNTS PAYABLE POOLED	8,633.99-*				
		720-5-000-448	EQUIPMENT-RENTAL/SERVICE	5,828.00	35,000	2,807.54	42,199	4,891.01
		720-5-000-520	DEPARTMENT SUPPLIES	2,805.99	0	9,576.60- Y	3,542	10,458.96- Y
		760-1-115	ACCOUNTS PAYABLE POOLED	86.21-*				
		760-5-000-416	COMMUNICATIONS	86.21	600	131.50	24,220	13,788.79
		800-1-115	ACCOUNTS PAYABLE POOLED	3388,852.98-*				
		800-5-020-416	COMMUNICATIONS	909.16	2,350	603.98- Y	549,650	34,833.66
		800-5-020-424	CONTRACTUAL AGREEMENTS	44,014.33	476,500	14,129.70- Y	549,650	8,271.51- Y

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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		800-5-020-428	CONFERENCES-SCHOOLS	584.94	2,500	3,279.52- Y	549,650	35,157.88
		800-5-020-448	EQUIPMENT-RENTAL/SERVICE	47.78	2,000	1,321.21	549,650	35,695.04
		800-5-020-486	TAXES, LICENSES, PERMITS	70.00	12,000	6,170.23	549,650	35,672.82
		800-5-020-505	BATTERIES-NON VEHICLES	116.50	500	144.91	201,128	86,054.85
		800-5-020-515	CLOTHING	1,136.44	8,323	1,954.79- Y	201,128	85,034.91
		800-5-020-520	DEPARTMENT SUPPLIES	682.23	75,000	36,997.94	201,128	85,489.12
		800-5-020-530	ELECTRICAL	97.20	30,000	29,783.77	201,128	86,074.15
		800-5-020-570	SAFETY EQUIPMENT	268.58	5,500	10,877.31- Y	201,128	85,902.77
		800-5-020-572	SUPPLIES-OTHER	1,525.33	15,000	9,174.59	201,128	84,646.02
		800-5-020-580	TOOLS	44.44	7,500	4,420.12- Y	201,128	86,126.91
		800-5-020-680	VEHICLE-PARTS	2,321.36	15,500	2,996.21	62,500	10,779.08
		800-5-020-690	VEHICLE-LABOR	6,737.61	15,000	6,547.62- Y	62,500	6,362.83
		800-5-020-805	BUILDING	3.96	0	3.96- Y	384,000	36,857.46
		800-5-020-820	CONDUIT	7,686.90	8,000	7,342.70- Y	384,000	29,174.52
		800-5-022-416	COMMUNICATIONS	124.49	0	165.96- Y	3,195,000	991,421.98
		800-5-022-426	NETWORK TRANSMISSION SER	250,119.88	3,150,000	781,937.58	3,195,000	741,426.59
		800-5-022-478	PROFESSIONAL SERVICES	1,334.00	5,000	3,240.50- Y	3,195,000	990,212.47
		800-5-030-416	COMMUNICATIONS	124.49	3,000	464.74- Y	242,500	19,615.10
		800-5-030-424	CONTRACTUAL AGREEMENTS	3,816.97	45,000	32,629.26- Y	242,500	15,922.62
		800-5-030-448	EQUIPMENT-RENTAL/SERVICE	120.15	20,000	2,002.11- Y	242,500	19,619.44
		800-5-030-478	PROFESSIONAL SERVICES	30.00	90,000	73,184.55	242,500	19,709.59
		800-5-030-486	TAXES, LICENSES, PERMITS	65.00	4,000	2,247.38	242,500	19,674.59
		800-5-030-494	UTILITIES	10,771.89	76,500	31,064.10- Y	242,500	8,967.70
		800-5-030-515	CLOTHING	39.31	500	884.40- Y	12,822,750	4,219,885.31
		800-5-030-520	DEPARTMENT SUPPLIES	406.96	22,950	10,086.49	12,822,750	4,219,517.66
		800-5-030-525	CHEMICALS/FERTILIZERS/SE	10,320.60	56,100	87,293.74- Y	12,822,750	4,209,604.02
		800-5-030-530	ELECTRICAL	492.19	3,500	3,007.81	12,822,750	4,219,432.43
		800-5-030-538	ENERGY-PURCHASE FIRM	400,480.83	6,600,000	1109,303.51	12,822,750	3,819,443.79
		800-5-030-580	TOOLS	99.62	2,500	1,408.03	12,822,750	4,219,825.00
		800-5-030-610	BUILDING MAINTENANCE	24.08	3,500	2,207.11- Y	261,500	25,217.47- Y
		800-5-030-620	EQUIPMENT MAINTENANCE	44.09	250,000	22,324.45- Y	261,500	25,237.48- Y
		800-5-030-680	VEHICLE-PARTS	128.57	2,000	1,871.43	261,500	25,321.96- Y
		800-5-040-416	COMMUNICATIONS	189.90	4,000	888.34	725,250	69,023.10
		800-5-040-680	VEHICLE-PARTS	144.47	500	355.53	1,000	855.53
		800-5-070-426	NETWORK TRANSMISSION SER	514,894.38	5,355,008	340,271.97	5,398,933	348,903.25
		800-5-070-538	ENERGY-PURCHASE FIRM	2128,812.31	35,251,913	12098,921.41	35,251,913	12,098,921.41
		800-5-080-416	COMMUNICATIONS	22.04	0	22.04- Y	0	543.86- Y
		810-1-115	ACCOUNTS PAYABLE POOLED	118,707.58-*				
		810-5-020-478	PROFESSIONAL SERVICES	14,006.50	0	123,588.90- Y	0	385,945.42- Y
		810-5-020-863	SUBSTATION IMPROVEMENTS	95,253.58	3,000,000	2865,674.73	3,150,000	5,016,445.84- Y
		810-5-040-478	PROFESSIONAL SERVICES	9,447.50	40,000	5,903.30- Y	40,000	5,903.30- Y
		890-1-115	ACCOUNTS PAYABLE POOLED	9,345.68-*				
		890-5-020-840	METERS/INSTR/TRANFRMRS	9,345.68	0	56,266.03- Y	0	60,046.03- Y
		900-1-115	ACCOUNTS PAYABLE POOLED	70,458.65-*				
		900-5-026-416	COMMUNICATIONS	236.94	2,500	1,134.57	30,334	1,310.61

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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		900-5-026-545	MOTOR FUELS/LUBRICANTS	221.74	28,000	13,187.18	211,040	55,248.50
		900-5-026-555	PLUMBING SUPPLIES	34,894.37	115,000	12,461.56- Y	211,040	20,575.87
		900-5-026-565	ROCK-SAND-DIRT	403.37	20,000	13,180.40	211,040	55,066.87
		900-5-026-580	TOOLS	63.82	2,200	162.64	211,040	55,406.42
		900-5-026-680	VEHICLE-PARTS	210.84	11,000	9,859.88	23,400	14,692.50
		900-5-026-840	METERS/INSTR/TRANFRMRS	5,960.98	30,000	96,974.16- Y	81,400	47,645.02- Y
		900-5-027-416	COMMUNICATIONS	25.20	1,500	0.62- Y	24,775	6,231.23
		900-5-036-416	COMMUNICATIONS	72.98	1,500	998.21	316,118	133,076.86
		900-5-036-478	PROFESSIONAL SERVICES	47.50	60,000	56,061.28	316,118	133,102.34
		900-5-036-525	CHEMICALS/FERTILIZERS/SE	13,014.54	470,000	124,592.16	485,975	114,205.98
		900-5-037-416	COMMUNICATIONS	197.47	800	376.62- Y	53,092	2,534.88
		900-5-046-416	COMMUNICATIONS	189.90	200	155.69- Y	372,087	177,171.01
		900-5-046-452	INSURANCE	13,499.00	161,408	31,432.95	372,087	163,861.91
		900-5-047-452	INSURANCE	1,420.00	124,894	18,921.31	139,485	27,194.32
		999-0-999	DUE FROM OTHER FUNDS	3762,864.66 *				
		** 2024 YEAR TOTALS		3762,864.66				

PACKET: 04981 TOBY AO 24-22 11.26.24 PA

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
010	8/2024	821.39
010	9/2024	7.24
010	10/2024	942.30
010	11/2024	9,415.28
020	10/2024	9,308.49
130	11/2024	2,500.00
180	8/2024	176.31
180	10/2024	4,367.29
180	11/2024	459.36
210	11/2024	69,228.01
360	8/2024	24.30
360	9/2024	31,428.88
360	10/2024	44.19
360	11/2024	1,178.21
370	11/2024	3,950.56
510	8/2024	24.30
510	10/2024	24.34
510	11/2024	288.34
520	10/2024	434.10
520	11/2024	18,734.96
620	7/2024	221.96
620	10/2024	6,979.76
620	11/2024	4,500.00
700	11/2024	1,720.00
720	10/2024	2,914.00
720	11/2024	5,719.99
760	8/2024	28.71
760	10/2024	28.75
760	11/2024	28.75
800	6/2024	666.06
800	7/2024	272.99
800	8/2024	7,846.12
800	9/2024	1,273.05
800	10/2024	766,113.26
800	11/2024	2,612,681.50
810	6/2024	1,595.00
810	11/2024	117,112.58
890	10/2024	9,345.68
900	8/2024	284.25
900	9/2024	5,960.98
900	10/2024	44,415.61
900	11/2024	19,797.81

PACKET: 04981 TOBY AO 24-22 11.26.24 PA

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04976 COFFEYVILLE RESOURCES 11.

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
=====					
01-01003		COFFEYVILLE RESOURCES NITROGEN			

I-410950		UREA X 5011 GALLON	4,489.51		
9/30/2024	AP	DUE: 9/30/2024 DISC: 9/30/2024		1099: N	
		UREA X 5011 GALLON		800 5-030-525	CHEMICALS/FERTILIZERS/SE 4,489.51
=== VENDOR TOTALS ===			4,489.51		
=== PACKET TOTALS ===			4,489.51		



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	November 26, 2024	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to make appointment to the Coffeyville Public Library Board of Trustees.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☐ No
BACKGROUND	The Coffeyville Public Library Board of Trustees was established to make and adopt rules and regulations for the administration of the library. The five member Public Library Board of Trustees has one unfinished vacancy available for a term expiring April 30, 2026.	
SPECIAL NOTE	<u>Applicant</u> Ronnie Akin New Applicant Janelle Bixler New Applicant <u>Current Board</u> <u>Term expires</u> Susan Brown 04/30/2027 Roger Gossard 04/30/2026 Sarah Owen 04/30/2027 Karen Rittenhouse 04/30/2025	

ANALYSIS	
PUBLIC INFORMATION PROCESS	Notice of the board opening was placed on the City's website, Channel 13 and Facebook.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Allow applicants to make comments and appoint applicant to serve on the Public Library Board for an unfinished term expiring April 30, 2026.
REFERENCE DOCUMENTS ATTACHED	Applications



CITY OF COFFEYVILLE BOARD APPLICATION

Date 10-21-24

Board: **Coffeyville Public Library Board of Directors**

Term: **4-Year Terms**

Meeting Times: **Second Thursday of each month, 5:15 p.m., Library**

Purpose and Membership: **To make and adopt rules and regulations for the administration of the library.**

Reference: **City of Coffeyville Ordinance 2-271**

The seven (7) members of this Board must reside in the City of Coffeyville.

Name Ronnie L. Akin

Address 405 Cheyenne Ave

Phone 620-251-3677 E-mail akinrp80@yahoo.com

Work Experience and Training _____

Reason for interest in Board I've been a patron of our library since

1948 - Thousands of hours of enjoyment and

education. Time to give back!

Pages may be attached to include additional information or resumes.

Ronnie L. Akin
Signature



CITY OF COFFEYVILLE
BOARD APPLICATION

Date October 10, 2024

Board: Coffeyville Public Library Board of Directors
Term: 4-Year Terms
Meeting Times: Second Thursday of each month, 5:15 p.m., Library
Purpose and Membership: To make and adopt rules and regulations for the administration of the library.
Reference: City of Coffeyville Ordinance 2-271

The seven (7) members of this Board must reside in the City of Coffeyville.

Name Janelle Bixler

Address 2448 CR 4550 Coffeyville, KS 67337

Phone 620-870-0729 E-mail janelle.bixler@yahoo.com

Work Experience and Training I taught elementary education for 19 years for USD 445.

I am currently on the Coffeyville Public Library's Foundation Board.

Reason for interest in Board Being a hometown girl, I wanted to find a way to serve
my community. Plus, reading has always been important to me. When I heard about the
opening for the Library Board, I decided this was a perfect way for me to serve as well as
promote reading.

Pages may be attached to include additional information or resumes.

Janelle L. Bixler

Signature



CITY OF COFFEYVILLE
CITY BOARD RECOMENDATIONS

Date 11/15/2024

City Board Library Board

City Board recommendation for appointment(s):

Applicant Name Janelle Bixler

Vacancy Term 6/14/2022-4/30/2026

City Board Comments Janelle has already joined the Library Foundation Board and has been

an active part in helping with fundraisers and promoting the library within the community

Applicant Name _____

Vacancy Term _____

City Board Comments _____

Additional Notes _____


City Board Contact Signature

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	11/26/2024	
RESOLUTION OR ORDINANCE NUMBER	R-24-94	
AGENDA TITLE	Fund Allocation Disclosure for Resolution R-24-77	
REQUESTING DEPARTMENT	Finance	
PRESENTER	Martin Cumings, Director of Finance	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	810-5-040-720 180-4-000-195
	Balance Available	\$5,656,963.38
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To provide full disclosure of Resolution R-24-77 fund sourcing to the commission and public.	
BACKGROUND	At the time that the decision was made to supply Coffeyville Regional Medical Center (CRMC) with an economic development loan, a final determination as to the fund sourcing of that loan had not yet been made.	
SPECIAL NOTES	Statutory authority for fund transfer: K.S.A. 12-825d, K.S.A. 12-1,118 (d)	

ANALYSIS	In order to fund the CRMC loan, a fund with ample balance needed to be used. The Electric Fund 810 has the largest available balance (after encumbrances and budgeted expenditures). In order for the transaction to appear on the City's state disclosed budget (providing transparency of the transaction), the funds would need to be allocated to a non-reserve fund. The purpose of Fund 180 is to facilitate general economic development and is a fund disclosed in the annual budget and is therefore the best fund out of which to have conducted the transaction with CRMC. Therefore, the original source of the funding is Fund 810. The requisite \$1,500,000 was then transferred to Fund 180 out of which the City made the loan to CRMC. To render whole Fund 810, as CRMC repays the loan through Fund 180, Fund 180 will reimburse the principal amount of the payments to Fund 810.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	To pass this resolution, authorizing staff's methodology for the funding of the CRMC economic development loan.
REFERENCE DOCUMENTS ATTACHED	Resolution R-24-77

RESOLUTION NO. R-24-94

A RESOLUTION TO ACKNOWLEDGE AND AUTHORIZE A TRANSFER OF MONEY FROM FUND 810 TO FUND 180 IN SUPPORT OF THE TRANSACTION AUTHORIZED BY RESOLUTION R-24-77, AN ECONOMIC DEVELOPMENT LOAN TO COFFEYVILLE REGIONAL MEDICAL CENTER.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that that the Finance Director be and is hereby authorized to transfer \$1,500,000 from Fund 810 to Fund 180 for the purposes of sourcing and accounting for the economic development loan to Coffeyville Regional Medical Center, authorized by Resolution R-24-77.

ADOPTED THIS 26th DAY OF NOVEMBER 2024.

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

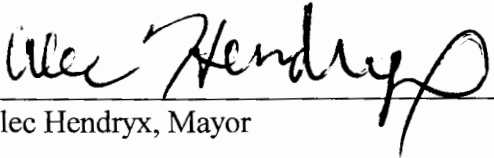
Paul Kritz, City Attorney

RESOLUTION NO. R-24-77

**A RESOLUTION TO AUTHORIZE AN ECONONMIC DEVELOPMENT LOAN
IN THE AMOUNT OF \$1,500,000 TO COFFEYVILLE REGIONAL MEDICAL CENTER
TO BE UTILIZED TO SUPPORT HOSPITAL OPERATIONS.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to loan Coffeyville Regional Medical Center an economic development loan in the amount of \$1,500,000, to be used to support hospital operations. The loan terms adopted will include a 4% interest rate and no payment required until October of 2025.

Adopted this 2nd day of October 2024.


Alec Hendryx, Mayor

ATTEST:


Melissa Carter, City Clerk



PROMISSORY NOTE

October __, 2024

FOR VALUE RECEIVED, Coffeyville Regional Medical Center, Inc., a Kansas not-for-profit corporation ("Borrower"), promises to pay to the City of Coffeyville, Kansas, a municipal corporation ("Lender"), at the office of the City Clerk in Coffeyville, Kansas, the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), plus interest thereon at the rate of Four Percent (4.0%) per annum, in accordance with the following terms and conditions:

1. **Payment of Principal and Interest.** This Promissory Note evidences Borrower's obligation to repay the loan made to the Borrower by Lender, and the principal amount of the proceeds, together with interest, shall be repaid in the following manner:

- a. The loan shall be for a term of 72 months, commencing on October 4, 2024 and maturing on September 4, 2030. During the initial 12-month period of the loan, all principal and interest payments shall be deferred on a non-accruing basis.
- b. The loan shall bear interest at a fixed rate of 4.0% per annum, applied to a monthly amortization schedule beginning on the 13th month of the loan.
- c. The loan shall be repaid in equal monthly installments of principal and interest over the term of the loan according to the amortization schedule outlined in Exhibit A, attached hereto. The Borrower shall make monthly payments starting on October 4, 2025.

2. **Prepayment.** Borrower shall have the right to prepay any part or all of the unpaid balance at any time, without penalty.

3. **Late Fee.** Borrower agrees to pay a late fee of 1% of the amount of any payment not received by the Lenders within 10 days of the due date.

4. **Waivers.** Borrowers waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

5. **Default.** This Note shall be considered in default:

- a. Upon any default or failure to properly perform under the Loan Agreement by and between the parties.
- b. Upon Borrower's failure to pay any installment required hereunder on the date it is due.
- c. At any time Lender determines in good faith that the prospect of any payment required by this Note is impaired.

Promissory Note - Page 2

In the event of continued default following fifteen (15) days' written notice thereof, Lender may, at its option, declare all unpaid indebtedness evidenced by this Note and any modifications hereof, immediately due and payable, without further notice, and regardless of the date of maturity. Lender's failure to exercise this option, at any time, shall in no way invalidate its right to exercise the option in any future default incident.

6. Collection Fees. Should it become necessary to collect this note through a collection firm or attorney, the Borrower agrees to pay all collection costs, including reasonable attorney fees to the extent permitted by law, whether collected by suit, or otherwise.

5. Binding Effect. The provisions of this Note shall bind the Borrower and Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.

Coffeyville Regional Medical Center, Inc.

By  _____

Title: President / CEO

Attest:

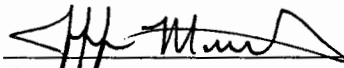
 _____
Secretary

Exhibit A

Periods	Payment Date	Payment			
		Starting Principal	Interest	Principal	Ending Principal
1	10/4/2024	\$ -	\$ -	\$ -	\$ -
2	11/4/2024	\$ -	\$ -	\$ -	\$ -
3	12/4/2024	\$ -	\$ -	\$ -	\$ -
4	1/4/2025	\$ -	\$ -	\$ -	\$ -
5	2/4/2025	\$ -	\$ -	\$ -	\$ -
6	3/4/2025	\$ -	\$ -	\$ -	\$ -
7	4/4/2025	\$ -	\$ -	\$ -	\$ -
8	5/4/2025	\$ -	\$ -	\$ -	\$ -
9	6/4/2025	\$ -	\$ -	\$ -	\$ -
10	7/4/2025	\$ -	\$ -	\$ -	\$ -
11	8/4/2025	\$ -	\$ -	\$ -	\$ -
12	9/4/2025	\$ -	\$ -	\$ -	\$ -
13	10/4/2025	\$ 1,500,000.00	\$ 5,000.00	\$ 22,624.78	\$ 1,477,375.22
14	11/4/2025	\$ 1,477,375.22	\$ 4,924.58	\$ 22,700.20	\$ 1,454,675.02
15	12/4/2025	\$ 1,454,675.02	\$ 4,848.92	\$ 22,775.87	\$ 1,431,899.15
16	1/4/2026	\$ 1,431,899.15	\$ 4,773.00	\$ 22,851.79	\$ 1,409,047.37
17	2/4/2026	\$ 1,409,047.37	\$ 4,696.82	\$ 22,927.96	\$ 1,386,119.41
18	3/4/2026	\$ 1,386,119.41	\$ 4,620.40	\$ 23,004.39	\$ 1,363,115.02
19	4/4/2026	\$ 1,363,115.02	\$ 4,543.72	\$ 23,081.07	\$ 1,340,033.96
20	5/4/2026	\$ 1,340,033.96	\$ 4,466.78	\$ 23,158.00	\$ 1,316,875.95
21	6/4/2026	\$ 1,316,875.95	\$ 4,389.59	\$ 23,235.20	\$ 1,293,640.76
22	7/4/2026	\$ 1,293,640.76	\$ 4,312.14	\$ 23,312.65	\$ 1,270,328.11
23	8/4/2026	\$ 1,270,328.11	\$ 4,234.43	\$ 23,390.36	\$ 1,246,937.75
24	9/4/2026	\$ 1,246,937.75	\$ 4,156.46	\$ 23,468.32	\$ 1,223,469.43
25	10/4/2026	\$ 1,223,469.43	\$ 4,078.23	\$ 23,546.55	\$ 1,199,922.88
26	11/4/2026	\$ 1,199,922.88	\$ 3,999.74	\$ 23,625.04	\$ 1,176,297.84
27	12/4/2026	\$ 1,176,297.84	\$ 3,920.99	\$ 23,703.79	\$ 1,152,594.05
28	1/4/2027	\$ 1,152,594.05	\$ 3,841.98	\$ 23,782.80	\$ 1,128,811.24
29	2/4/2027	\$ 1,128,811.24	\$ 3,762.70	\$ 23,862.08	\$ 1,104,949.16
30	3/4/2027	\$ 1,104,949.16	\$ 3,683.16	\$ 23,941.62	\$ 1,081,007.55
31	4/4/2027	\$ 1,081,007.55	\$ 3,603.36	\$ 24,021.42	\$ 1,056,986.12
32	5/4/2027	\$ 1,056,986.12	\$ 3,523.29	\$ 24,101.50	\$ 1,032,884.62
33	6/4/2027	\$ 1,032,884.62	\$ 3,442.95	\$ 24,181.83	\$ 1,008,702.79
34	7/4/2027	\$ 1,008,702.79	\$ 3,362.34	\$ 24,262.44	\$ 984,440.35
35	8/4/2027	\$ 984,440.35	\$ 3,281.47	\$ 24,343.32	\$ 960,097.03
36	9/4/2027	\$ 960,097.03	\$ 3,200.32	\$ 24,424.46	\$ 935,672.58
37	10/4/2027	\$ 935,672.58	\$ 3,118.91	\$ 24,505.87	\$ 911,166.70
38	11/4/2027	\$ 911,166.70	\$ 3,037.22	\$ 24,587.56	\$ 886,579.14
39	12/4/2027	\$ 886,579.14	\$ 2,955.26	\$ 24,669.52	\$ 861,909.62
40	1/4/2028	\$ 861,909.62	\$ 2,873.03	\$ 24,751.75	\$ 837,157.87
41	2/4/2028	\$ 837,157.87	\$ 2,790.53	\$ 24,834.26	\$ 812,323.61
42	3/4/2028	\$ 812,323.61	\$ 2,707.75	\$ 24,917.04	\$ 787,406.58

43	4/4/2028	\$	787,406.58	\$	2,624.69	\$	25,000.09	\$	762,406.48
44	5/4/2028	\$	762,406.48	\$	2,541.35	\$	25,083.43	\$	737,323.05
45	6/4/2028	\$	737,323.05	\$	2,457.74	\$	25,167.04	\$	712,156.01
46	7/4/2028	\$	712,156.01	\$	2,373.85	\$	25,250.93	\$	686,905.08
47	8/4/2028	\$	686,905.08	\$	2,289.68	\$	25,335.10	\$	661,569.98
48	9/4/2028	\$	661,569.98	\$	2,205.23	\$	25,419.55	\$	636,150.43
49	10/4/2028	\$	636,150.43	\$	2,120.50	\$	25,504.28	\$	610,646.15
50	11/4/2028	\$	610,646.15	\$	2,035.49	\$	25,589.30	\$	585,056.86
51	12/4/2028	\$	585,056.86	\$	1,950.19	\$	25,674.59	\$	559,382.26
52	1/4/2029	\$	559,382.26	\$	1,864.61	\$	25,760.18	\$	533,622.09
53	2/4/2029	\$	533,622.09	\$	1,778.74	\$	25,846.04	\$	507,776.04
54	3/4/2029	\$	507,776.04	\$	1,692.59	\$	25,932.20	\$	481,843.85
55	4/4/2029	\$	481,843.85	\$	1,606.15	\$	26,018.64	\$	455,825.21
56	5/4/2029	\$	455,825.21	\$	1,519.42	\$	26,105.37	\$	429,719.85
57	6/4/2029	\$	429,719.85	\$	1,432.40	\$	26,192.38	\$	403,527.46
58	7/4/2029	\$	403,527.46	\$	1,345.09	\$	26,279.69	\$	377,247.77
59	8/4/2029	\$	377,247.77	\$	1,257.49	\$	26,367.29	\$	350,880.48
60	9/4/2029	\$	350,880.48	\$	1,169.60	\$	26,455.18	\$	324,425.30
61	10/4/2029	\$	324,425.30	\$	1,081.42	\$	26,543.37	\$	297,881.93
62	11/4/2029	\$	297,881.93	\$	992.94	\$	26,631.84	\$	271,250.09
63	12/4/2029	\$	271,250.09	\$	904.17	\$	26,720.62	\$	244,529.47
64	1/4/2030	\$	244,529.47	\$	815.10	\$	26,809.68	\$	217,719.79
65	2/4/2030	\$	217,719.79	\$	725.73	\$	26,899.05	\$	190,820.74
66	3/4/2030	\$	190,820.74	\$	636.07	\$	26,988.71	\$	163,832.02
67	4/4/2030	\$	163,832.02	\$	546.11	\$	27,078.68	\$	136,753.35
68	5/4/2030	\$	136,753.35	\$	455.84	\$	27,168.94	\$	109,584.41
69	6/4/2030	\$	109,584.41	\$	365.28	\$	27,259.50	\$	82,324.91
70	7/4/2030	\$	82,324.91	\$	274.42	\$	27,350.37	\$	54,974.54
71	8/4/2030	\$	54,974.54	\$	183.25	\$	27,441.53	\$	27,533.01
72	9/4/2030	\$	27,533.01	\$	91.78	\$	27,533.01	\$	0.00

Total Interest	Total Principal
\$ 157,486.98	\$ 1,500,000.00

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into on this 2nd day of October, 2024, by and between **COFFEYVILLE REGIONAL MEDICAL CENTER**, a Kansas not-for-profit corporation, whose address is 1400 W. 4th Street, Coffeyville, Kansas, hereinafter referred to as "Borrower," and the **CITY OF COFFEYVILLE, KANSAS**, a municipal corporation, whose address is P.O. Box 1629, Coffeyville, Kansas 67337, hereinafter referred to as "Lender."

WITNESSETH:

WHEREAS, Borrower has requested an economic development loan from Lender, in the amount of \$1,500,000.00; and

WHEREAS, the purpose of the loan is to enable Borrower to fund hospital and healthcare operations; and

WHEREAS, Lender is willing to lend money to Borrower in order to stimulate economic development within the City of Coffeyville and is authorized to make this transaction under Kansas law.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements, the parties agree as follows:

- A. As soon as practicable, Lender shall loan to Borrower the sum of \$1,500,000.00, upon the terms and conditions hereinafter set forth.
- B. This loan agreement is subject to:
 - 1. The accuracy of representations made by Borrower to Lender in information provided by Borrower to Lender.
 - 2. Borrower's certification that the funds and capital provided by all sources will allow Borrower to operate its facility.
 - 3. An agreement executed by Borrower providing that in the event Borrower refinances its debt to Lender, sells 30% or more of its assets, or ownership or control of the business changes, this loan may, at Lender's sole option, be accelerated and become immediately due and payable.
 - 4. Borrower's execution of a Note in the principal amount of \$1,500,000.00 in the form and manner designated by Lender, including but not limited to the following provisions:
 - a. The loan shall be for a term of 72 months, commencing on October 4, 2024 and maturing on September 4, 2030. During the initial 12-month period of the loan, all principal and interest payments shall be deferred on a non-accruing basis.

- b. The loan shall bear interest at a fixed rate of 4.0% per annum, applied to a monthly amortization schedule beginning on the 13th month of the loan.
- c. The loan shall be repaid in equal monthly installments of principal and interest over the term of the loan according to the amortization schedule outlined in Exhibit A. The Borrower shall make monthly payments starting on October 5, 2025.
- d. Borrower shall have the right to prepay any part or all of the unpaid balance at any time, without penalty.
- e. Borrower agrees to pay a late fee equal to 1% of the amount of the payment amount on any payment not received by Lender within 10 days of the due date.

C. Borrower further agrees:

- 1. To cooperate fully with Lender and its authorized officers, employees and agents with respect to all requirements and functions in administration of the loan.
- 2. To indemnify Lender against any loss incurred by reason of Borrower's failure to fully comply with the terms of this agreement.
- 3. To operate its facility in full compliance with applicable federal, state, and local laws relating to equal employment opportunity and occupational health and safety standards.
- 4. To make available to Lender, and its authorized officers, employees and agents, Borrower's books, accounts, records, reports, files, and other papers pertaining to funds provided under this agreement, for the purpose of making audits, examinations, and monitoring. Borrower will retain such records for a period of 3 years following closing or full repayment of the loan.
- 5. To provide Lender and its authorized officers, employees and agents, financial documents, including but not limited to balance sheets, profit and loss statements, and cash flow statements, at least annually, until Borrower fully repays the loan to Lender.

D. Insurance Requirements.

- 1. *General.* Borrower shall maintain insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Without limiting the foregoing, Borrower will (a) keep all of its physical property insured against risks of fire and casualty perils in such amounts as are usually carried/covered by companies engaged in the same or similar business, (b) maintain such workers' compensation insurance as may be required by law, and (c) maintain, in amounts and with deductibles equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public

liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of Borrower; business interruption insurance; and product liability insurance.

2. *Loss-Payee Provision.* All such insurance obtained pursuant to the previous paragraph shall be payable jointly to Borrower and Lender, as joint loss payees, under a standard loss-payee clause.
3. *Continuation of Insurance.* All policies of insurance required hereunder shall provide for at least 30 days prior written cancellation notice to Lender. In the event of failure by Borrower to provide and maintain insurance as herein provided, Lender may, at its option, provide such insurance and charge the amount thereof to Borrower. Borrower agrees to reimburse Lender on demand for all expenditures so made. Lender shall have no obligation to Borrower to make any such expenditure, nor shall the making thereof be construed as the waiver or cure of any default, or event of default.
4. *Certificates of Insurance.* Borrower shall furnish Lender with certificates of insurance and policies evidencing compliance with these foregoing insurance provisions.

E. Miscellaneous.

1. *Savings Provision.* The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.
2. *Assignment Prohibited.* The parties agree that this Agreement may not be assigned by either party without prior, written approval of the other party.
3. *Binding Upon Successors and Assigns.* The parties agree that this Agreement shall be binding upon their successors and assigns.

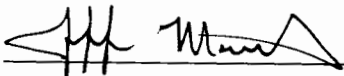
IN WITNESS WHEREOF, the parties have signed their names on the day and year first above written.

Borrower - Coffeyville Regional Medical Center, Inc.

By  _____

Title: President / CEO

Attest:

 _____

Lender - City of Coffeyville, Kansas

By: Alec Hendryx
Alec Hendryx, Mayor

Attest:

Melissa Carter
Melissa Carter, City Clerk

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	11/26/24	
RESOLUTION OR ORDINANCE NUMBER	R-24-95	
AGENDA TITLE	Pro Shop Roof	
REQUESTING DEPARTMENT	Facilities/Parks	
PRESENTER	Ben Brubaker	
FISCAL INFORMATION	Cost as recommended:	\$23,200.00
	Budget Line Item:	370-5-000-805
	Balance Available	
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	To install a pitched roof on the pro shop at the Hillcrest Golf Course.	
BACKGROUND	The pro shop has a few small roof leaks. Existing roof is in an unrepairable state at the moment. To repair the existing roof, we would have to tear off the existing roof to the decking and replace. We are going to change the roof system from a roll type flat roof to a 4/12 pitched roof with a metal finish to match the existing pavilion to the East of the pro shop.	
SPECIAL NOTES	Going to a metal pitched roof will give the pro shop a longer life with less maintenance compared to replacing with another flat roof.	
ANALYSIS	Without repairing or replacing the roof, leaks will continue and only get worse.	
PUBLIC INFORMATION PROCESS		

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff approves installing the new pitched roof.
REFERENCE DOCUMENTS ATTACHED	Quote from Myers Construction.

RESOLUTION NO. R-24-95

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO MYERS CONSTRUCTION IN THE AMOUNT OF \$23,200.00 FOR THE INSTALLATION OF A NEW PITCHED ROOF ON THE PRO SHOP AT HILLCREST GOLF COURSE.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Director of Finance be and is hereby authorized and directed to issue a purchase order to Myers Construction in the amount of \$23,200.00 for the installation of a new pitched roof on the Pro Shop at Hillcrest Golf Course.

ADOPTED THIS 26th DAY OF NOVEMBER 2024

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Myers Construction

2438 CR 4500

Coffeyville, KS, 67337

Phone: [918-500-0484]

Myersconstruction2018@hotmail.com

BID

DATE	11/13/2024

BILL TO

City of Coffeyville

Golf Course Club House

Coffeyville KS 67337

DESCRIPTION	AMOUNT
The following items are included in the bid.	
1. Install new 4/12 pitch trusses on roof of club house.	
2. Trusses will be 24" on center	
3 A 2x8 will be attached to existing flat roof and trusses will be attached to the 2x6.	
4. 26 gauge green metal will be installed on roof and be screwed off every 24" on center	
5. Fascia and roof trim will be installed on bottom of roof where it meets flat roof.	
6. There will be a access door on the east gable end.	
7. All trash will be hauled off .	
8 This bid includes all materials and labor to complete the job.	

Subtotal -

OTHER COMMENTS

50% deposit required upon agreement of bid

25% payment required when job is 50% completed

Remaining 25% due at completion of job

Contractor carries \$1m general liability insurance

Other	
TOTAL	\$23,200.00

Make all checks payable to
Myers Construction

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	11/26/2024
RESOLUTION OR ORDINANCE NUMBER	R-24-96
AGENDA TITLE	Approve an agreement with Evergy Kansas Central, Inc. (Evergy) to relocate a sanitary sewer line.
REQUESTING DEPARTMENT	Public Works
PRESENTER	Thomas Osborn – Deputy Director of Public Works
FISCAL INFORMATION	Cost as recommended: N/A
	Budget Line Item: N/A
	Balance Available N/A
	New Appropriation Required: ☐ Yes ☒ No
PURPOSE	Approve an agreement with Evergy Kansas Central, Inc. (Evergy) to relocate a sanitary sewer line from the alley north of Wilcox street.
BACKGROUND	Evergy is in the process of relocating and improving their substation located north and east of Wilcox and Sycamore streets. The new location is located in the block west of the current location and covers from Union to Sycamore. There is currently a sewer main located in an easement that will need to be relocated for them to not have equipment installed above our main. The Agreement provides funding from Evergy to have the line relocated to outside their project limits.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the Sewer Relocation agreement with Evergy Kansas Central Inc.
REFERENCE DOCUMENTS ATTACHED	Resolution R-24-96 Sewer Relocation Agreement Exhibit A and Exhibit B

RESOLUTION NO. R-24-96

**A RESOLUTION TO APPROVE AN AGREEMENT WITH
EVERGY KANSAS CENTRAL, INC. FOR RELOCATION OF A SANITARY
SEWER MAIN.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk are authorized to execute an agreement with Evergy Kansas Central, Inc. for the relocation of a sanitary sewer main located within the site for Evergy's new substation.

ADOPTED THIS 26th DAY OF NOVEMBER 2024.

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

RELOCATION AND REIMBURSEMENT AGREEMENT
EVERGY
(Substation Improvements)

THIS AGREEMENT, entered into by and between CITY OF COFFEVILLE, a Kansas Municipality with its principal place of business being 102 W. 7th St., P.O. Box 1629, Coffeyville, Kansas, 67337, hereinafter referred to as "CITY" and EVERGY KANSAS CENTRAL, INC. having an address of 818 South Kansas Avenue, Topeka, Kansas 66612, hereinafter referred to as "EVERGY". CITY and EVERGY may be individually referred to as "PARTY" or collectively as "PARTIES";

WITNESSETH:

WHEREAS, CITY owns and operates a sanitary sewer pipeline ("CITY's FACILITIES") within Montgomery County, Kansas, a portion of which is situated within property owned by EVERGY; and

WHEREAS, EVERGY desires that a portion of CITY's FACILITIES, as depicted on Exhibit A, be relocated for improvements to EVERGY's Infantry Substation (the "IMPROVEMENTS"); and

WHEREAS, under the terms of this Agreement, CITY is willing to relocate CITY's FACILITIES to accommodate the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, CITY and EVERGY agree as follows:

1. CITY shall relocate its sewer pipelines for the IMPROVEMENTS as shown on "Exhibit A" attached hereto and made a part hereof. EVERGY shall be responsible for any and all costs associated with the planning, design, engineering, development, and relocation of CITY's FACILITIES.
2. EVERGY agrees that upon execution of this Agreement to pay CITY \$196,689.00 (the "PAYMENT") for the-estimated costs and charges for the relocation of CITY's FACILITIES. This estimate, designated as "Exhibit B" attached hereto and made a part hereof, is not considered to be a minimum or a maximum.

Should the total relocation cost be less than the PAYMENT, CITY shall refund the difference to EVERGY within sixty (60) days of the CITY's final accounting. In the event the actual costs and charges for the relocation of CITY's facilities exceed the PAYMENT, EVERGY shall pay the CITY the balance due within sixty (60) days of the date of CITY's invoice.

3. EVERGY shall be responsible for any and all costs associated with relocation of CITY's FACILITIES, including without limitation, acquisition of necessary land rights, permits, engineering, drafting, surveying, construction, materials, company labor, overheads and any legal costs associated therewith.

EVERGY shall execute an easement agreement for CITY to have its FACILITIES on EVERGY's property, in substantially the form attached hereto as Exhibit C.

4. CITY reserves the right upon written demand to secure additional reimbursement from EVERGY in the event that the EVERGY alters its IMPROVEMENTS in any manner, including without limitation, changes in the scope of work of the IMPROVEMENTS or changes in the relocation of CITY's FACILITIES.
5. EVERGY agrees to advance the CITY the balance of the PAYMENT due under this Agreement. In order to ensure proper and timely credit of the payment to the CITY, payment must be mailed to the following address and to the attention of the person below or CITY can provide EVERGY with instructions for remitting payment electronically via ACH:

CITY OF COFFEVILLE, KANSAS
ATTN: Director of Finance
P.O. Box 1629

Coffeyville, KS 67337

6. In the event a PARTY requires a change in work, additional work to be done, or requires additional or different material to be used ("CHANGES"), EVERGY agrees to pay CITY all additional indirect and direct costs incurred by CITY to accommodate any and all CHANGES made by a PARTY.
7. CITY will endeavor to commence performance of work contemplated by this Agreement with reasonable diligence once all land rights and permits have been secured for the relocation provided that CITY shall not be obligated to commence or continue performance of the work in the event, in CITY's sole opinion, weather conditions or an event of force majeure prevents such work by CITY or its contractor. In no event shall CITY be liable for any consequential or incidental damages to EVERGY or any person or entity, including, without limitation, any third-party beneficiary to this Agreement.
8. All work performed on CITY property and easements shall be performed in a workmanlike manner and in compliance with acceptable governmental and industry standards and codes.
9. CITY shall make efforts to have the relocation of CITY's FACILITIES completed before 10/01/2025 unless delayed for adverse weather or force majeure events.
10. If EVERGY determines that relocation of CITY's FACILITIES is no longer necessary or shall be delayed, EVERGY may terminate this Agreement by providing written notice to CITY. EVERGY shall compensate CITY for all purchased materials and costs associated with the project, including costs associated with the return of materials purchased, engineering costs, and land acquisition costs incurred up to and including the date of cancellation. CITY shall apply the PAYMENT towards all costs incurred and refund the remaining PAYMENT funds within sixty (60) days of CITY closing its books on the project and final accounting.
11. EVERGY shall have the right to audit this Agreement and all books, documents and records relating thereto. City shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of the final payment. The books, documents and records of the City in connection with this Agreement shall be made available to EVERGY for inspection within ten (10) days after a written request is made by EVERGY.
12. In the event of a dispute, the PARTIES agree that they shall, in good faith, seek alternative means to resolve the dispute. However, in the event it should become necessary for either PARTY to commence litigation to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation and attendant expenses, including attorneys' fees.
13. This Agreement does not create, and shall not be construed as creating, a partnership, joint venture, fiduciary, franchise, association, or similar relationship between the parties hereto.
14. Neither this Agreement nor any provision contained herein may be amended, waived, discharged, or terminated, except by an instrument in writing signed by the party against which enforcement of such amendment, waiver, discharge or termination is sought.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to the choice of law provisions. The parties hereto (i) agree that venue is proper in any judicial proceeding brought in connection with a dispute arising under this Agreement in any state or federal court of competent jurisdiction located within the state of Kansas. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE AGREEMENT.
16. Entire Agreement. This Agreement and the documents delivered pursuant hereto constitute the entire agreement between CITY and EVERGY with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between CITY and EVERGY with respect to the subject matter hereof.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement can be electronically signed, and electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Electronic copies of any signed original agreement will be deemed the same as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

[signature page to follow]

EVERGY KANSAS CENTRAL, INC.

CITY OF COFFEVILLE, KANSAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Mayor of City of Coffeyville, Kansas

STATE OF KANSAS

COUNTY OF _____

ACKNOWLEDGMENT OF EVERGY

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2023, personally appeared Title, who being duly sworn, did say that he is _____ of EVERGY KANSAS CENTRAL, INC., a Kansas Corporation, and that said instrument was signed on behalf of said Corporation City authority of its Board of Directors, and s/he acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year above written.

Notary Public

My Commission Expires: _____

STATE OF KANSAS

COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on the _____ day of _____, 2023, personally appeared _____ who being duly sworn, did say that s/he is the Mayor of City of Coffeyville, Kansas, and that said instrument was signed on behalf of said city by authority of its City Commission, and s/he acknowledged said instrument to be the free act and deed of said city.

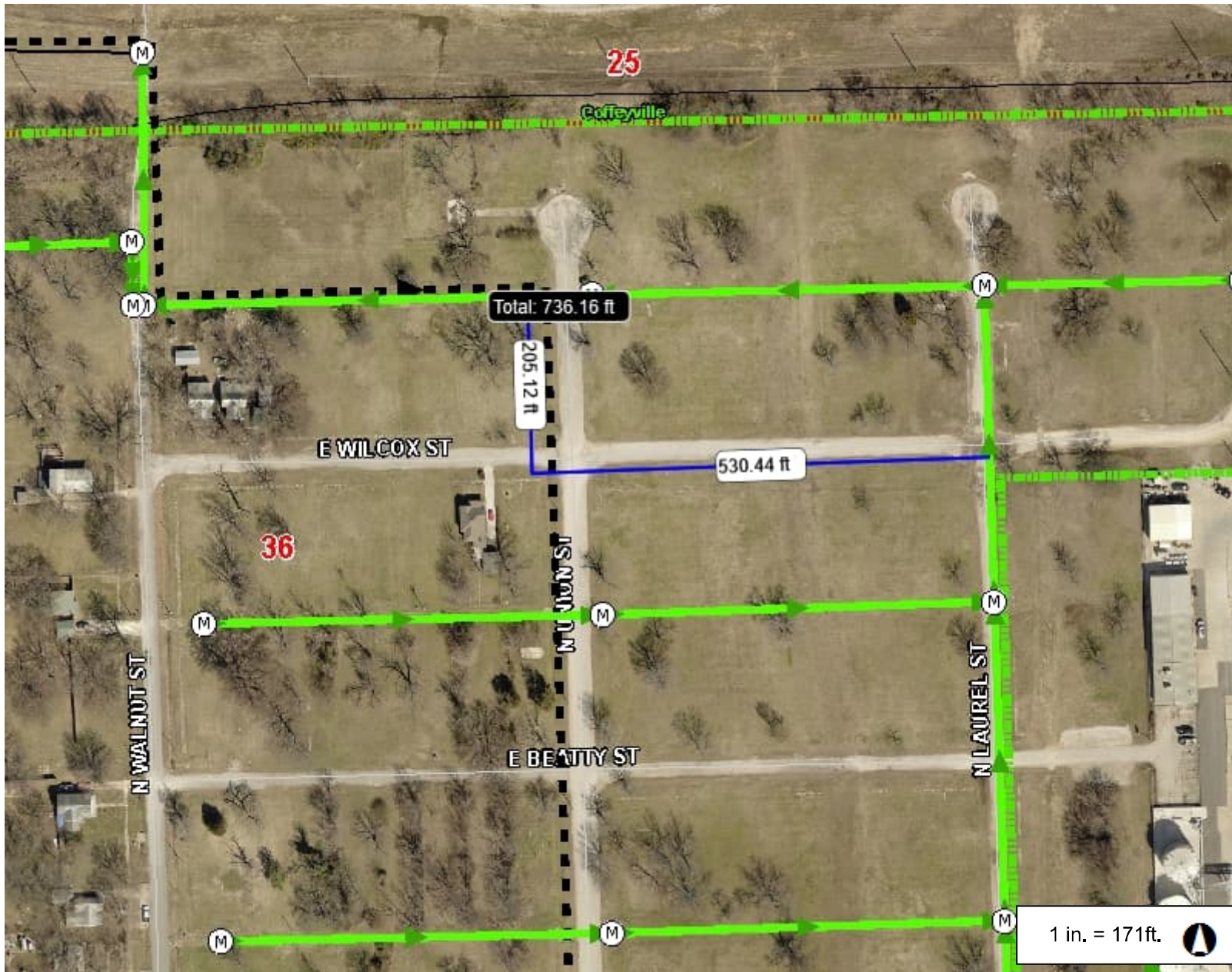
In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year written above.

Notary Public

My Commission Expires: _____

Exhibit "A" – plans
Exhibit "B" – cost estimate
Exhibit "C" – form of easement

Coffeyville, KS



Legend

- (M) Manhole
- [L] Lift Station
- [OH] Lamp Hole
- Sewer Connection
 - <all other values>
 - Cleanout
 - ▲ Tap
- (D) Discharge
- Gravity Main
 - <all other values>
 - 4"
 - 6"
 - 8"
 - 10"
 - 12"
 - 15"
 - 18"
 - 20"
 - 21"
 - 24"
- ▲ Force Main
- Lagoon
- + Railroad
- Centerline
 - <all other values>
 - US HWY

Notes

342.1 0 171.06 342.1 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**WILCOX STREET SEWER RELOCATION
OPINION OF PROBABLE PROJECT COSTS
CITY OF COFFEYVILLE, KANSAS
NOVEMBER 6, 2024**

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1	740	LF	8-Inch Diameter SDR 26 PVC Sewer Line	\$ 125.00	\$ 92,500.00
2	4	EA	48-Inch Diameter Precast Concrete Manhole	\$ 7,000.00	\$ 28,000.00
3	102	LF	Pavement Replacement	\$ 125.00	\$ 12,750.00
4	638	LF	Surface Restoration	\$ 8.00	\$ 5,104.00
5	1	LS	Mobilization, Bonding, Insurance, etc.	\$ 15,000.00	\$ 15,000.00
			Opinion of Probable Construction Costs		\$ 153,354.00
			Contingency Cost (10%)		\$ 15,335.00
			Engineering Fees		\$ 28,000.00
			Total Estimated Project Costs		\$ 196,689.00

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	11/26/2024		
RESOLUTION OR ORDINANCE NUMBER	S-24-06		
AGENDA TITLE	Approve an ordinance vacating easements in the area north of Wilcox and east of Union.		
REQUESTING DEPARTMENT	Public Works		
PRESENTER	Thomas Osborn – Deputy Director of Public Works		
FISCAL INFORMATION	Cost as recommended:	N/A	
	Budget Line Item:	N/A	
	Balance Available	N/A	
	New Appropriation Required:	[] Yes [X] No	
PURPOSE	Approve an ordinance vacating certain easements in the area north of Wilcox and east of Union.		
BACKGROUND	The City of Coffeyville had previously vacated streets and alleys in the green space maintained by Coffeyville Resources in 2012. When these streets and alleys were vacated, the City reserved easements for utilities in the area. Evergy is needing to replace their current substation that services Coffeyville Resources Refining and Marketing located just outside the city limits of Coffeyville. The location Evergy has proposed currently would have the alley easement north of Wilcox an east of Union as well as the easement for Laurel Street north of Wilcox in the construction area. Due to the nature of the construction and equipment to be installed, Evergy is requesting vacation of these easements.		
SPECIAL NOTES	Currently the only utility in these easements is City sewer. Evergy is in agreement with paying for the relocation of this Sewer.		
ANALYSIS			

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of vacation of the described easements pending relocation of existing utilities to be funded by Evergy.
REFERENCE DOCUMENTS ATTACHED	Ordinance S-24-06 Evergy Vacation Easement Ordinance S-12-02 Planning Commission Meeting Minutes 11-6-24

ORDINANCE NO. S-24-06

AN ORDINANCE VACATING CERTAIN PORTIONS OF AN EASEMENT RESERVED BY ORDINANCE NO. S-12-02.

WHEREAS, the Governing Body of the City of Coffeyville previously passed Ordinance No. S-12-02, thereby vacating certain streets and alleys, as described more particularly in the body of said Ordinance, but reserving to the City and owners of any lesser property rights, all rights-of-ways and easements for public service facilities originally held in such street, easement, or public reservation currently in existence and use, all as provided by K.S.A. 12-504 *et seq.*; and

WHEREAS, the City of Coffeyville has received a request to vacate certain portions of the easement reserved by Ordinance No. S-12-02, as more particularly described herein; and

WHEREAS, the City's engineering department has investigated the request and determined there are no public service facilities within the area and, therefore, no need to reserve to the City or owners of any lesser property rights, any rights-of-ways or easements for public service facilities held, or formerly held, therein.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Coffeyville, Kansas, as follows:

Section 1. That the reservation to the City and owners of any lesser property rights of all rights-of-ways and easements for public service facilities held or formerly held within the property described on **Exhibit A**, attached hereto and incorporated herein, be and is hereby vacated and held for naught.

Section 2. That upon publication of this ordinance, the City Clerk shall file a certified copy hereof in the office of the County Clerk and in the office of the Register of Deeds to be entered and recorded as provided by law.

Section 3. That this Ordinance shall be in full force and effect when the same is passed, signed and published as by law required.

PASSED AND APPROVED on this 10th day of December 2024.

Alec Hendryx, Mayor

Attest:

Melissa Carter, City Clerk

Approved:

Paul Kritz, City Attorney

EXHIBIT A

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, COFFEYVILLE, MONTGOMERY COUNTY, KANSAS, BEING DESCRIBED AND PREPARED ON AUGUST 29, 2024, ERNEST CANTU JR. PS #1407 , AND PROFESSIONAL ENGINEERING CONSULTANTS, P.A., CLS #65, DESCRIBED AS FOLLOWS: ALL OF LAUREL STREET, AS SAID LAUREL STREET WAS PLATTED IN HILLS FIRST ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS; AND ALL OF THE 20-FOOT WIDE ALLEY ADJOINING ON THE NORTH SIDE OF LOTS 2 THROUGH 6 INCLUSIVE, BLOCK 1, AND ADJOINING ON THE NORTH SIDE OF LOTS 1 THROUGH 8 INCLUSIVE, BLOCK 2, AS SAID ALLEY WAS PLATTED IN RIVER VIEW PLACE BEING AN ADDITION TO COFFEYVILLE, MONTGOMERY COUNTY, KANSAS; AND ALL OF THAT PART OF LAUREL STREET LYING NORTH OF THE RIGHT OF WAY FOR WILCOX STREET AND ADJACENT TO BLOCK 1 AND BLOCK 2, OF SAID RIVER VIEW PLACE ADDITION; AND THAT PART OF SYCAMORE STREET, IF ANY, LYING WITHIN LOT 2, BLOCK 1, OF SAID RIVER VIEW PLACE ADDITION, AS GRAPHICALLY EVIDENCED IN SAID PLAT OF HILLS FIRST ADDITION; AND THAT PART OF SYCAMORE STREET LYING WEST OF A LINE CONNECTING THE NORTHEAST CORNER OF LOT 2, BLOCK 1, SAID RIVER VIEW PLACE, WITH THE NORTHEAST CORNER OF LOT 3, SAID HILLS FIRST ADDITION.

ALSO DESCRIBED AS

A PORTION OF THE HILL FIRST ADDITION TO THE CITY OF COFFEYVILLE, KANSAS, AND RIVER VIEW PLACE BEING AN ADDITION TO COFFEYVILLE KANSAS IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST OF THE SIXTH PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, KANSAS, BEING DESCRIBED AND PREPARED ON 08/29/2024 BY ERNEST CANTU JR. PS #1407 AND PROFESSIONAL ENGINEERING CONSULTANTS P.A., C.L.S. #65, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 1 OF SAID RIVER VIEW PLACE; THENCE S88°56'38"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) A DISTANCE OF 65.65 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 2 OF SAID RIVER VIEW PLACE AND THE WEST RIGHT OF WAY LINE OF LAUREL STREET; THENCE N01°42'39"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 140.73 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE NORTH LINE OF SAID BLOCK 2; THENCE S88°52'43"W ALONG SAID NORTH LINE A DISTANCE OF 400.50 FEET TO THE NORTHWEST CORNER OF LOT 8 OF SAID BLOCK 2 AND THE EAST RIGHT OF WAY LINE OF UNION STREET; THENCE N01°51'33"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 19.79 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID HILLS FIRST ADDITION AND THE SOUTH LINE OF SAID HILLS FIRST ADDITION; THENCE N88°53'38"E ALONG SAID SOUTH LINE A DISTANCE OF 400.13 FEET TO THE SOUTHEAST CORNER OF LOT 9 OF SAID HILLS FIRST ADDITION AND THE WEST RIGHT OF WAY LINE OF LAUREL STREET; THENCE N01°49'41"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 115.01 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 36.71 FEET AND A CHORD THAT BEARS N88°53'15"E A DISTANCE OF 66.00 FEET; THENCE EASTERLY ALONG SAID CURVE AND RIGHT OF WAY A DISTANCE OF 82.04 FEET TO THE EAST RIGHT OF WAY LINE OF LAUREL STREET; THENCE S01°49'41"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 115.02 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID HILLS FIRST ADDITION AND THE SOUTH LINE OF SAID HILLS ADDITION; THENCE N88°53'38"E ALONG SAID SOUTH LINE A DISTANCE OF 214.97 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF SAID HILLS FIRST ADDITION AND THE WEST RIGHT OF WAY LINE OF SYCAMORE STREET; THENCE N36°04'56"E ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 75.32 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID HILLS FIRST ADDITION; THENCE S06°13'17"W A DISTANCE OF 80.26 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1 OF SAID RIVER VIEW PLACE AND THE NORTH LINE OF SAID BLOCK 1; THENCE S88°52'43"W ALONG SAID NORTH LINE A DISTANCE OF 250.04 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 1 OF SAID RIVER VIEW PLACE AND THE EAST RIGHT OF WAY LINE OF LAUREL STREET; THENCE S01°44'45"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 140.81 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 1 OF SAID RIVER VIEW PLACE AND THE POINT OF BEGINNING; TOGETHER WITH THAT PART OF SYCAMORE, IF ANY, WITHIN LOT 2, BLOCK 1, OF SAID RIVER VIEW PLACE ADDITION, AS GRAPHICALLY EVIDENCED IN SAID PLAT OF HILLS FIRST ADDITION.

ORDINANCE NO. S-12-02

AN ORDINANCE VACATING CERTAIN STREETS AND ALLEYS, AS DESCRIBED MORE PARTICULARLY IN THE BODY HEREOF; BUT RESERVING TO THE CITY AND OWNERS OF ANY LESSER PROPERTY RIGHTS, ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC SERVICE FACILITIES ORIGINALLY HELD IN SUCH STREET, EASEMENT, OR PUBLIC RESERVATION CURRENTLY IN EXISTENCE AND USE, ALL AS PROVIDED BY K.S.A. 12-504 ET SEQ., AS AMENDED, AND K.S.A. 13-443, AS AMENDED.

WHEREAS, a petition has been filed in the Office of the City Clerk of the City of Coffeyville praying for the vacation of certain streets and alleys, as described herein in the City of Coffeyville, Montgomery County, Kansas; and

WHEREAS, the Governing Body of the City of Coffeyville has determined that due and legal notice of the hearing regarding the vacation request has been given by publication as required by K.S.A. 12-504, et seq., as amended; and

WHEREAS, the Governing Body of the City of Coffeyville has determined from the proofs and evidence presented at the public hearing on December 27, 2011, that no private rights will be injured or endangered by such vacation and that the public will suffer no loss or inconvenience thereby, by the vacation requested, as described herein; and

WHEREAS, the Governing Body of the City of Coffeyville has determined that in justice to the petitioners, the prayer of the petitioners ought to be granted.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of the City of Coffeyville, Kansas, as follows:

SECTION 1. That certain streets and alleys, as more particularly described below, are hereby vacated; reserving, however, to the City and owners of any lesser property rights, all rights-of-ways and easements for public service facilities originally held in such street, easement, or public reservation currently in existence and use, to-wit:

Street and Alley Vacation

1. The alley in Block 2, Sterling Addition, City of Coffeyville and the alley in Block B, Upham Pottery Addition, City of Coffeyville, between Union Street and Sparks Street.
2. Martin Street between Union Street and Sparks Street.
3. The alley in Block 3, Sterling Addition, City of Coffeyville and the alley in Block C Upham Pottery Addition, City of Coffeyville, between Union Street and Sparks Street.
4. North Street between Union Street and Sparks Street.
5. The alley located between Block 4, Sterling Addition, City of Coffeyville and the alley located in Block 11, River View Place Addition, between Union Street and Laurel Street and the alley located in Block 12 River View Place Addition.
6. Sterling Street between Union Street and Laurel Street.
7. Laurel Street north of Sterling Street.
8. The alley in Block 8, River View Place Addition, City of Coffeyville, between Union Street and Laurel Street.
9. Beatty Street between Union Street and Laurel Street.



10. The alley in Block 5, River View Place Addition, City of Coffeyville, between Union Street and Laurel Street.
11. Wilcox Street between Union Street and Sycamore Street.
12. The alley between Block 2 River View Place Addition, City of Coffeyville and Hills First Addition, City of Coffeyville, between Union Street and Laurel Street.
13. The alley between Block 1, River Place View Addition, City of Coffeyville and Hills First Addition, City of Coffeyville, between Laurel Street and Sycamore Street.

Said Martin and Laurel Streets and said vacated alleys shall be retained as utility easements to the City of Coffeyville, Montgomery County, Kansas.

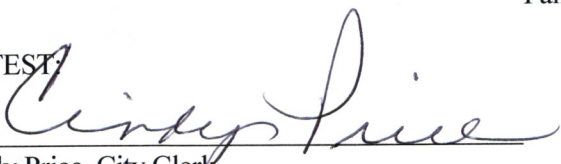
SECTION 2. That upon publication of this ordinance, the City Clerk shall file certified copies thereof in the office of the County Clerk and in the office of the Register of Deeds to be entered and recorded as provided by law.

SECTION 3. That this Ordinance shall be in full force and effect when the same is passed, signed and published as by law required.

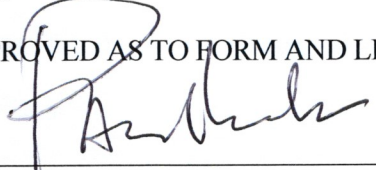
PASSED AND APPROVED THIS 13th DAY OF MARCH, 2012.


Pam Jones, Mayor

TEST:


Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:


Paul Kritz, City Attorney



State of Kansas, Montgomery County

This instrument was filed for
Record on March 15, 2012 09:55:00 AM
Recorded in Book 602 Page 471-472
Fee: \$0.00 201201142


Marilyn Calhoun, Register of Deeds



**REGULAR MEETING
COFFEYVILLE PLANNING COMMISSION
Wednesday, November 6th, 2024**

The *Coffeyville Planning & Zoning Commission* met in Regular Session with Commissioner Jeffrey McCloud, presiding.

- 1. CALL TO ORDER ~** Jeffrey McCloud called the meeting to order at 5:30 p.m.
2. ROLL CALL ~ Those in attendance were:

	PRESENT	ABSENT
Jeffrey McCloud	x	
Justin Martin	x	
Joleen Swindell	x	
Amy Heinz		x
Pam Jones		x
Max Williams	x	

CITY STAFF PRESENT

Matt Conger, Director of Facility Services
Skyeler Harrah, Administrative Assistant
Kyle Bell, City Code Inspector

- 3. MINUTES ~** Minutes of the last *Planning & Zoning Commission* meeting of October 1st, 2024.

Approve the minutes of the Regular Planning & Zoning Commission meeting of October 1st, 2024.

4. OLD BUSINESS:

4.1 Cases

A. None

4.2 Reports from Staff

B. None

5. COMMUNICATIONS:

None

6. NEW BUSINESS

6.1 CU-24-01 Evergy Substation

Jessica with Evergy from Topeka KS stated that there is an existing substation by Coffeyville Refinery. Evergy will replace it with a 50 by 60 foot substation to replace the

existing one. There is another one that is east (right across the street) they will eventually replace that one as well so most of those subs the plan is for them to go away and have them all in the main new substation.

She stated they have a location Wilcox and Laurel, it's currently vacant, so it's not around a lot of residences so for them it's a perfect spot to put a sub it's flat, it's right outside the flood zone and it puts them right next to the refinery.

She stated it will make it easy to get the transmission line in now because it goes right next to the site as well. Even though they are not in the flood plain they are going to build it up a little bit anyway just as a precaution because of the history in the area.

The nearest residence is about 250 feet from the fence line. The fence they will use is mesh it's more tightly woven for an added security it will be 7 feet tall and will have added barbwire on top of that. They will be there about once a month to do maintenance or if there's an emergency situation then people will be there. Union Street is where the entrance will be and then have one coming of Sycamore Street as well.

Commissioner Williams asked if it will provide gas to the refinery. Jessica then stated it is to help provide electricity to the refinery but it also helps the community as well.

Commissioner McCloud entertained for a Motion. Commissioner Swindell approved. Motion was made and seconded.

Commissioner McCloud	Aye
Commissioner Williams	Aye
Commissioner Swindell	Aye
Commissioner Martin	Aye

Motion approved.

6.2 Recommendation of Easement Vacation Evergy Project

Jessica with Evergy stated it's a vacation request for Laurel Street because our substations will take over that street. They are asking to vacate the easements that are within it and they are working with the City of Coffeyville currently on the sewer line, easement on the sewer line goes through there.

Matt Conger stated there is an existing sewer line that runs through that, what would be the old alley the easement like she said they're working on they are going to relocate it at their cost. After that contracts are filled and they're good for it, we'll go to the City Commission for final approval for that easement vacation, right now we just need a recommendation.

Commissioner Swindell made a motion to approve. Commissioner McCloud Seconded.

Commissioner McCloud	Aye
Commissioner Williams	Aye
Commissioner Swindell	Aye
Commissioner Martin	Aye

Motion approved.

6.3 Re-Plat Block 3 and 6 Cline's Westwood Edition

Matt Conger Presented. Matt stated it is North Edgewood where the new homes are being built at. They want to build two more on those last two lots on the eastside of the road. The problem is the original Plat has those lots facing Grandview we cannot accommodate nor allow to build like that. Because, somebody will have to run their sewer through a neighbors backyard or an underground electric to a yard. If there is ever a dispute which we have had happen then it goes to a civil matter and someone is without power or sewer for until the civil matter is resolved. In the past we were able to rotate lots, the county does not want us to do that they want to replat it. This is preliminary, the developer and the surveyors presented this to us. We don't want to change anything, they will sign it, then the planning and zoning commissioners will sign it, then it will go to the City Commission for a final plat. Matt stated it's pretty straight forward flipping 4 lots to face adjacent to the street and build houses along. Matt stated just need a recommendation on the replat.

Commissioner Williams made a motion to approve. Commissioner McCloud Seconded.

Commissioner McCloud	Aye
Commissioner Williams	Aye
Commissioner Swindell	Aye
Commissioner Martin	Aye

Motion approved.

6.3 Land Bank property 1102 and 1104 W 10th

Matt Conger presented this is a recommendation, I have a drafted real estate purchase agreement the one I have has already been changed just a little while ago so I didn't want to give it to you all until everybody agrees on it. The City Commission will see this before it's signed. We are putting contingencies in there we are going to put a \$20,000 mortgage on the property. If the builder obviously doesn't complete the project they will owe us \$20,000 or they will give the property back to us. This is a 3,800 square foot duplex. They are still in the design phase. They will come again for rezoning after he does get it, it is zoned R1 right now, wants for duplex to is going to have to have to be R2. So he'll come back and forth to the commission with a better plan in our hands to see how it's going to be laid out. That's also going to be in this contract contingent on if he can get rezoned in financing. Might have to apply for a setback variance depending, or we might just face them towards Read street not 100 percent sure. The City has owned the lots since 2013, they've been setting vacant for over 10 years.

Commissioner McCloud granted that it moves forward. Commissioner McCloud seconded.

Commissioner McCloud	Aye
Commissioner Williams	Aye
Commissioner Swindell	Aye
Commissioner Martin	Aye

Motion approved.

6.4 Recommendation of Amy Heinz to serve another term on the Planning and Zoning Commission

Amy's reason for interest in the board is currently on the Planning Commission and love it would like to complete another term. Matt stated she will be going for a second term. They

have changed the procedure completely on the board, it's never came before the Planning and Zoning Commission before. It changed to instead of someone turning in their application and going to see the commission and telling them what's going on and then showing up for a board meeting when no one knows who they are, it now goes to the board first. So you make a recommendation that recommendation will then go to the City Commissioners.

Commissioner Williams granted to approve. Commissioner McCloud seconded.

Commissioner McCloud	Aye
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Commissioner Williams	Aye
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Commissioner Swindell	Aye
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Commissioner Martin	Aye
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Motion approved.

7. ADDITIONAL BUSINESS

- a. General Discussion by the Planning & Zoning Commission Members:
None.
- b. Comments from the Public addressing any Planning & Zoning Issue: No comments.
- c. Date for next Planning & Zoning Commission Meeting: Cut off is Friday November 8th but it is still TBD.

8. ADJOURNMENT: Meeting adjourned at 5:52 p.m.

Planning and Zoning Chairman Commissioner Jeffrey McCLOUD

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	11/26/2024
RESOLUTION OR ORDINANCE NUMBER	R-24-97
AGENDA TITLE	Approve a Work Authorization Agreement with Allgeier, Martin and Associates (AMA) for design of a sanitary sewer relocation.
REQUESTING DEPARTMENT	Public Works
PRESENTER	Thomas Osborn – Deputy Director of Public Works
FISCAL INFORMATION	Cost as recommended: \$28,000.00
	Budget Line Item: N/A
	Balance Available N/A
	New Appropriation Required: ☒ Yes ☐ No
PURPOSE	Approve a Work Authorization for AMA to design a project to relocate a sanitary sewer line from the ally north of Wilcox street.
BACKGROUND	Everygy is in the process of relocating and improving their substation located north and east of Wilcox and Sycamore Streets. The new location is located in the block west of the current location and covers from Union to Sycamore. There is currently a sewer main located in an easement that will need to be relocated for them to no have equipment installed above our main. The Work Authorization with AMA will provide engineering design services for the relocation of the sewer main and assist with the construction permitting through KDHE.
SPECIAL NOTES	The cost of the design and relocation of the sewer main will be funded by Everygy.
ANALYSIS	

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of a Work Authorization with Allgeier, Martin and Associates for design and permitting the sewer relocation project.
REFERENCE DOCUMENTS ATTACHED	Resolution R-24-97 Exhibit A and Exhibit B Wilcox St Sewer Relocation WAA; Workforce Projection 05-10-2024

RESOLUTION NO. R-24-97

A RESOLUTION TO APPROVE A WORK AUTHORIZATION AGREEMENT WITH ALLGEIER, MARTIN AND ASSOCIATES FOR ENGINEERING SERVICES FOR THE RELOCATION OF A SANITARY SEWER MAIN.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Public Works Department is authorized to issue a work authorization agreement with Allgeier, Martin and Associates for engineering services on the relocation of a sanitary sewer main located within the site for Evergy's new substation in an amount not to exceed \$28,000.00.

ADOPTED THIS 26th DAY OF NOVEMBER 2024.

Alec Hendryx, Mayor

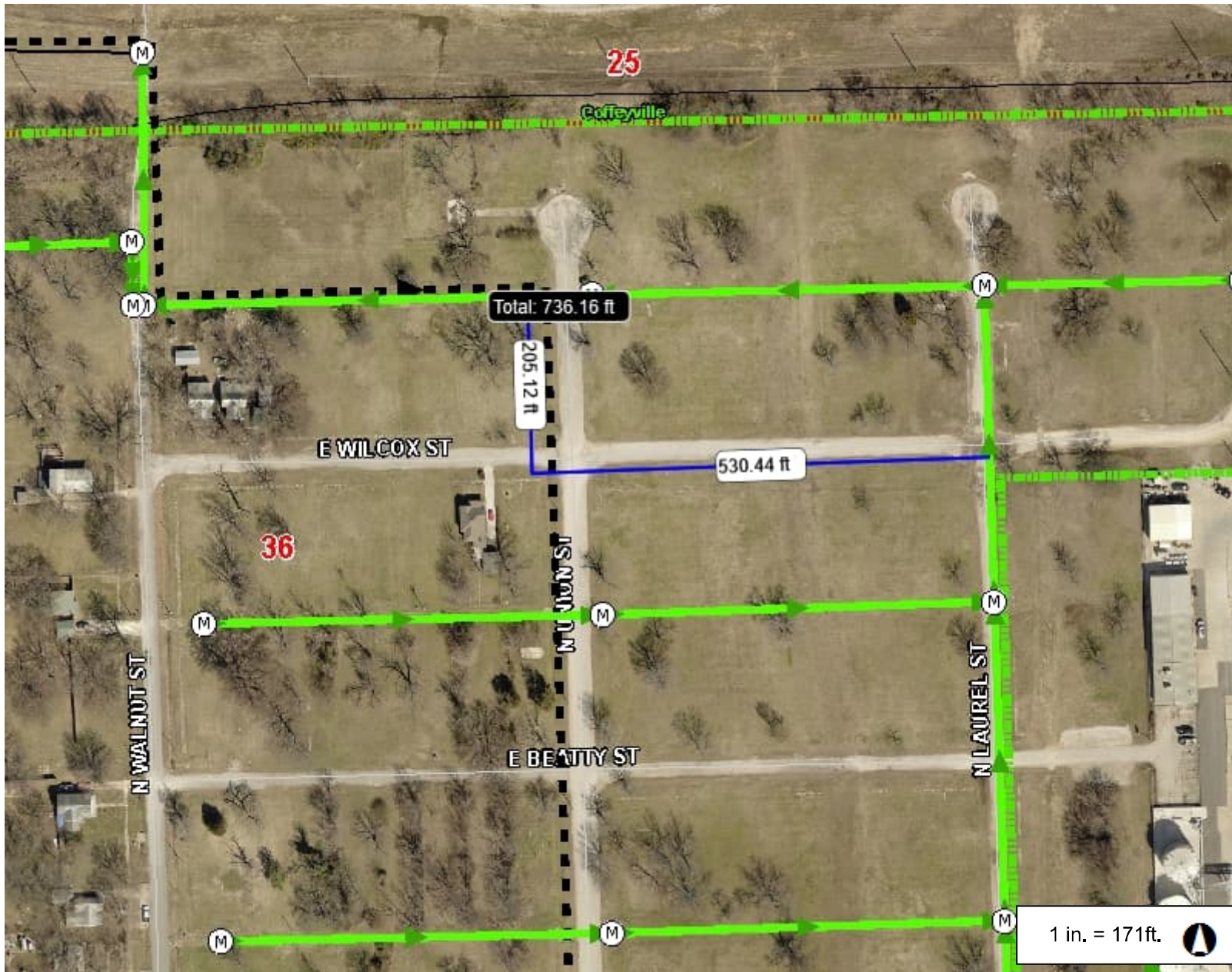
ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Coffeyville, KS



Legend

- (M) Manhole
- [L] Lift Station
- [Lamp Hole] Lamp Hole
- Sewer Connection
 - <all other values>
 - Cleanout
 - ▲ Tap
- (D) Discharge
- Gravity Main
 - <all other values>
 - 4"
 - 6"
 - 8"
 - 10"
 - 12"
 - 15"
 - 18"
 - 20"
 - 21"
 - 24"
- ▲ Force Main
- Lagoon
- + Railroad
- Centerline
 - <all other values>
 - US HWY

Notes

342.1 0 171.06 342.1 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**WILCOX STREET SEWER RELOCATION
 OPINION OF PROBABLE PROJECT COSTS
 CITY OF COFFEYVILLE, KANSAS
 NOVEMBER 6, 2024**

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1	740	LF	8-Inch Diameter SDR 26 PVC Sewer Line	\$ 125.00	\$ 92,500.00
2	4	EA	48-Inch Diameter Precast Concrete Manhole	\$ 7,000.00	\$ 28,000.00
3	102	LF	Pavement Replacement	\$ 125.00	\$ 12,750.00
4	638	LF	Surface Restoration	\$ 8.00	\$ 5,104.00
5	1	LS	Mobilization, Bonding, Insurance, etc.	\$ 15,000.00	\$ 15,000.00
			Opinion of Probable Construction Costs		\$ 153,354.00
			Contingency Cost (10%)		\$ 15,335.00
			Engineering Fees		\$ 28,000.00
			Total Estimated Project Costs		\$ 196,689.00

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based on the attached rate schedule. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee: Hourly, Per Attached Rate Schedule, Not to Exceed \$28,000

By:  Date: May 10, 2023
John Briggs, P.E., Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: Wilcox Street Sewer Relocation

PROJECT LOCATION: City of Coffeyville, Kansas

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Coffeyville, Kansas

ATTN: Mr. Thomas Osborn, Director of Public Works

STREET ADDRESS: PO Box 1629

CITY: Coffeyville STATE: KS ZIP CODE: 67337

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK: The scope of work presented in this work authorization agreement is for engineering design and bidding phase services to prepare plans, technical specifications, and contract documents for the relocation of an existing 8-inch diameter gravity sewer line on Wilcox Street between Union Street and Laurel Street. Once the final design is accepted by the City of Coffeyville, Allgeier-Martin will submit a construction permit application, construction plans, and specifications to the Kansas Department of Health and Environment (KDHE) for approval. We will respond to comments offered by this agency to enable them to issue a construction permit. After receipt of the construction permit, we will solicit bids from general contractors for the construction of the project, evaluate the bids received, and provide a recommendation of award to the City.

This proposal does not include work related to the layout of property lines, right-of-way, or permanent easements. It's assumed that the City of Coffeyville has existing easements in these locations that are of adequate width to

allow for construction to be completed without the need for temporary construction easements. Additionally, this proposal does not include any construction engineering phase (contract administration, review of contractor submitted shop drawings, review of monthly contractor pay requests) or resident project representation (periodic construction inspection in order to observe the contractor's progress and quality of work and determine if the work conforms to the plans and specifications). These services shall be considered additional services to be performed and billed at our hourly rate, as shown on the attached rate schedule, upon approval by the Owner to perform such services.

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent

of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Kansas, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Kansas.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

**RATE SCHEDULE
2024**

H O U R L Y L A B O R R A T E S

<u>Classification</u>	<u>01/01/2024 thru 12/31/2024</u>
Principal/Engineer VI	\$289
Principal/Engineer V	\$257
Principal/Engineer IV	\$233
Principal/Engineer III	\$215
Project Manager/Engineer II	\$190
Project Manager/Engineer I	\$173
Technician IV	\$157
Technician III/GIS Specialist	\$157
Technician III	\$133
Technician II	\$119
Technician I	\$112
Two-Man GPS Survey Crew	\$220
One-Man GPS Survey Crew	\$173
Three-Man Survey Crew	\$240
Two-Man Survey Crew	\$190
Registered Land Surveyor II	\$203
Registered Land Surveyor I	\$179
Survey Crew Member	\$91
Right of Way Specialist	\$139
Project Representative III	\$133
Project Representative II	\$119
Project Representative I	\$110
Secretary/Assistant	\$91
Print Specialist	\$91

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

N O N - L A B O R R A T E S

<u>Item</u>	<u>Rate</u>
Travel	\$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

Work Authorization Agreement
Wilcox Street Sewer Relocation
 Workforce Projection

Engineering Services

5/10/2024

CLASSIFICATION	Hours	RATE	EXTENDED COST
<u>Survey</u>			
Two-Man GPS Survey Crew	16	\$ 220.00	\$ 3,520.00
Technician III	8	\$ 133.00	\$ 1,064.00
Registered Land Surveyor II	4	\$ 203.00	\$ 812.00
Mileage (2 trips)	300	\$ 0.65	\$ 195.00
Subtotal			\$ 5,591.00
<u>Prepare Construction Plans</u>			
Engineer III	4	\$ 215.00	\$ 860.00
Engineer I	16	\$ 173.00	\$ 2,768.00
Technician II	24	\$ 119.00	\$ 2,856.00
Subtotal			\$ 6,484.00
<u>Prepare Project Specifications and Bidding Documents</u>			
Engineer III	4	\$ 215.00	\$ 860.00
Engineer I	24	\$ 173.00	\$ 4,152.00
Subtotal			\$ 5,012.00
<u>Soliciting Bids and Bid Opening</u>			
Engineer III	16	\$ 215.00	\$ 3,440.00
Engineer I	24	\$ 173.00	\$ 4,152.00
Technician II	16	\$ 119.00	\$ 1,904.00
Secretary/Assistant	16	\$ 91.00	\$ 1,456.00
Printing			\$ 250.00
Mileage (1 trips)	150	\$ 0.65	\$ 97.50
Subtotal			\$ 11,299.50
Estimated Total All Tasks			\$ 28,386.50
Not To Exceed Fee			\$ 28,000.00

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	11/26/2024
RESOLUTION OR ORDINANCE NUMBER	R-24-98
AGENDA TITLE	Approve a Work Authorization with Allgeier, Martin and Associates for design and bid services of a street reconstruction project.
REQUESTING DEPARTMENT	Public Works
PRESENTER	Thomas Osborn – Deputy Director of Public Works
FISCAL INFORMATION	Cost as recommended: NTE \$300,000.00
	Budget Line Item: 520-5-220-478
	Balance Available N/A
	New Appropriation Required: ☒ Yes ☐ No
PURPOSE	Approve a Work Authorization with Allgeier, Martin and Associates for engineering services in the design and bid phases of the street project to reconstruct streets around the hospital.

BACKGROUND	As part of the City's efforts to improve the streets located throughout town, the Public Works department is proposing to reconstruct the streets located around the hospital. These streets are in severe disrepair and are in need of complete reconstruction. AMA will provide plans and specification for bidding the project. 1st from Popular – Buckeye 2nd from Popular – Buckeye 3rd from Popular – Wilkie 4th from Sycamore Creek to Buckeye Popular from 4th to 1st Wilkie from 4th to 1st The project will include replacement of all the curb and gutter as well at the road way.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of a work authorization with Allgeier Martin and Associates for engineering services on the street reconstruction project.
REFERENCE DOCUMENTS ATTACHED	Resolution R-24-98 WAA Hospital Area

RESOLUTION NO. R-24-98

A RESOLUTION TO APPROVE A WORK AUTHORIZATION AGREEMENT WITH ALLGEIER MARTIAN AND ASSOCIATES FOR ENGINEERING SERVICES FOR THE RECONSTRUCTION OF SEVERAL STREETS LOCATED AROUND COFFEYVILLE REGIONAL MEDICAL CENTER.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Public Works Department is authorized to issue a Work Authorization Agreement with Allgeier, Martin and Associates for engineering services on the reconstruction of several streets located around Coffeyville Regional Medical Center in the not-to-exceed amount of \$300,000.00.

ADOPTED THIS 26th DAY OF NOVEMBER 2024.

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based as indicated below and will be invoiced on a monthly basis as work proceeds with the fee being included as part of this agreement. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee: See Attachment B for the total not to Exceed Maximum Fee for each phase. Hourly per Attached Rate Schedule

By:  Date: November 8, 2024
Michael Atkinson, P.E., Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: 1st – 4th, Buckeye – Poplar Street Improvements

PROJECT LOCATION: (See Attached Map)

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Coffeyville, Kansas

ATTN: Thomas Osborn

STREET ADDRESS: 102 W. 7th Street

CITY: Coffeyville STATE: KS ZIP CODE: 67337

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK:

Attachment A – Scope of Work

Attachment B – Man Power Projection Worksheet

Attachment C – Rate Schedule

Attachment D – Project Location Map

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for

working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

ATTACHMENT A

Scope of Services

ARTICLE I – SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. prepare construction plans, contract documents and specifications to mill and overlay 4th Street within the limits shown in the Attachment D. Work shall also include street reconstruction of 1st Street through 3rd Street between N. Buckeye to and including Poplar Street. Reconstruction shall consist of the roadway including curb and gutter;
2. coordinate the planning and design with the Owner;
3. conduct survey to determine topography, utility locations and property lines. It is contemplated that the scope of work will be performed entirely on City owned Right of Way and that easements will not be required;
4. perform site visits for the purpose of determining, if any, special needs that should be addressed such as utility relocation requirements, structural evaluations/requirements, drainage requirements, pavement requirements, geometric considerations, and evaluation of existing facilities/improvements that may be affected by the proposed work;
5. prepare preliminary plans illustrating the nature of improvements, project limits and proposed improvements.
6. quantify areas to be improved and compute estimated quantities for the purpose of preparing estimated construction costs and a bid schedule for the contract documents;
7. submit copy of preliminary plans, estimates, and recommendations for review by the City;
8. if needed, send plans to utility companies for notification and possible relocation purposes;
9. based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications, and related documents as necessary for the purpose of soliciting bids for constructing the project;
10. completion of plans, specifications, estimate and bid documents shall be completed such that the project will be advertised for bids before the end of January 2025.

B. BIDDING PHASE - The Engineer will:

1. upon acceptance of the final plans and as authorized by the City, the Engineer will provide the City with a list of qualified area bidders and assist the City in advertising for bids, including contacting, and distributing plans to qualified bidders in the area;
2. assist the City in evaluating bids and make recommendations for award for City's consideration.

- C. **CONSTRUCTION PHASE** – The Engineer will: (To Be Determined at a Later Date Once Design and Bidding Phase is Complete, and the scope of the Construction Contract has Been Determined)

ARTICLE II - RESPONSIBILITIES OF OWNER

The OWNER will cooperate fully with the ENGINEER in the development of the project, including the following:

1. make information available pertaining to the project which may be in the possession of the OWNER;
2. provide Engineer with the Owner's requirements for the project;
3. make provisions for the Engineer to enter upon property at the project site for the performance of duties;
4. examine all studies and layouts developed by the Engineer and render decisions thereon in a prompt manner so as not to delay the Engineer;
5. designate an employee to act as the Owner's representative to interpret the Owner's policies, renders decisions and transmit instructions for the design of this project;

Attachment B (Page 1 of 1)
Work Authorization, COFF7224002D
Manpower Projection for Design & Bidding Phase

November 8, 2024

City of Coffeyville - 1st - 4th Street, Buckeye - Poplar

ENGINEERING SERVICES

CLASSIFICATION	Hours		RATE	EXTENDED COST
Part A -Design Phase				
<u>Survey</u>				
Two-Man Survey Crew	56	\$	190.00	\$ 10,640.00
Registered Land Surveyor II (R/W Limits)	24	\$	203.00	\$ 4,872.00
Technician II	48	\$	119.00	\$ 5,712.00
Subtotal				\$ 21,224.00
Survey Direct Pass thru Costs				
	Units	Qty	Rate	
Travel (miles)	Miles	800	\$ 0.65	\$ 520.00
Drone (Data Collection, Processing, Airworks)	LS	1	\$ 5,000.00	\$ 5,000.00
Per Diem	Days	5	\$ 24.00	\$ 120.00
Subtotal				\$ 5,640.00
<u>Engineering Planning and Design</u>				
Principal/Engineer IV	200	\$	243.00	\$ 48,600.00
Engineer III	400	\$	224.00	\$ 89,600.00
Engineer II	400	\$	199.00	\$ 79,600.00
Technician II	320	\$	125.00	\$ 40,000.00
Secretary/Assistant	48	\$	95.00	\$ 4,560.00
Subtotal				\$ 262,360.00
Part B - Bidding Phase				
Principal/Engineer IV	10	\$	243.00	\$ 2,430.00
Engineer II	20	\$	224.00	\$ 4,480.00
Technician II	8	\$	125.00	\$ 1,000.00
Secretary/Assistant	16	\$	95.00	\$ 1,520.00
Subtotal				\$ 9,430.00
Direct Pass thru Costs				
	Units	Qty	Rate	
Travel (miles)	Miles	800	\$ 0.65	\$ 520.00
Per Diem	Days	5	\$ 12.00	\$ 60.00
Subtotal				\$ 580.00
Total-All-Tasks				\$ 299,234.00
Established Contract Ceiling				\$ 300,000.00

Attachment C

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2024, 2025 and 2026

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026
Principal/Engineer VI	\$289	\$302	\$316
Principal/Engineer V	\$257	\$269	\$281
Principal/Engineer IV	\$233	\$243	\$254
Principal/Engineer III	\$215	\$224	\$234
Project Manager/Engineer II	\$190	\$199	\$208
Project Manager/Engineer I	\$173	\$181	\$189
Technician IV	\$157	\$164	\$172
Technician III/GIS Specialist	\$157	\$164	\$172
Technician III	\$133	\$139	\$145
Technician II	\$119	\$125	\$130
Technician I	\$112	\$118	\$123
Two-Man GPS Survey Crew	\$220	\$230	\$241
One-Man GPS Survey Crew	\$173	\$181	\$189
Three-Man Survey Crew	\$240	\$251	\$262
Two-Man Survey Crew	\$190	\$199	\$208
Registered Land Surveyor II	\$203	\$212	\$222
Registered Land Surveyor I	\$179	\$187	\$195
Survey Crew Member	\$91	\$95	\$99
Right of Way Specialist	\$139	\$145	\$152
Project Representative III	\$133	\$139	\$145
Project Representative II	\$119	\$125	\$130
Project Representative I	\$110	\$115	\$120
Secretary/Assistant	\$91	\$95	\$99
Print Specialist	\$91	\$95	\$99

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

Attachment D, Project Location Map



 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	11/26/2024
RESOLUTION OR ORDINANCE NUMBER	R-24-99
AGENDA TITLE	Approve a Work Authorization with Allgeier, Martin and Associates for repairs to the storm sewer at 5 th and Santa Fe
REQUESTING DEPARTMENT	Public Works
PRESENTER	Thomas Osborn – Deputy Director of Public Works
FISCAL INFORMATION	Cost as recommended: PE/Bid - \$25,000.00 <u>CE - \$18,000.00</u> Total \$43,000.00
	Budget Line Item: 770-5-000-478
	Balance Available N/A
	New Appropriation Required: ☒ Yes ☐ No
PURPOSE	Approve a Work Authorization with Allgeier, Martin and Associates for the repairs of the storm water system at 5 th and Santa Fe.
BACKGROUND	The storm water drainage system located at 5 th and Santa Fe has collapsed under the street. This authorization would provide the design and construction inspection services for needed repairs.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	

STAFF RECOMMENDATION	Staff recommends approval of a work authorization with Allgeier Martin and Associates for engineering services on the 5 th and Santa Fe storm sewer repair project.
REFERENCE DOCUMENTS ATTACHED	Resolution R-24-99 Work Authorization Agreement

RESOLUTION NO. R-24-99

A RESOLUTION TO APPROVE A WORK AUTHORIZATION AGREEMENT WITH ALLGEIER, MARTIN AND ASSOCIATES FOR ENGINEERING SERVICES RELATED TO THE REPAIR OF THE STORM WATER SYSTEM AT 5TH & SANTA FE.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Public Works Department is authorized to approve a work authorization agreement with Allgeier, Martin and Associates for engineering services related to the repair of the storm water system at 5th & Santa Fe in an amount not-to-exceed \$43,000.00.

ADOPTED THIS 26th DAY OF NOVEMBER 2024.

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided. General Conditions are attached hereto, incorporated herein and made part of this Agreement.

Compensation will be based as indicated below and will be invoiced on a monthly basis as work proceeds with the fee being included as part of this agreement. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee: See Attachment B for the total not to Exceed Maximum Fee for each phase. Hourly per Attached Rate Schedule

By:  Date: November 4, 2024
Michael Atkinson, P.E., Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: 5th & Santa Fe Street, Culvert Repair

PROJECT LOCATION: 5th & Santa Fe (See Attached Map)

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Coffeyville, Kansas

ATTN: Thomas Osborn

STREET ADDRESS: 102 W. 7th Street

CITY: Coffeyville STATE: KS ZIP CODE: 67337

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK:

Attachment A – Scope of Work

Attachment B – Man Power Projection Worksheet

Attachment C – Rate Schedule

Attachment D – Project Location Map

GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement ("Agreement") between Allgeier, Martin & Associates, Inc. ("Engineer") and Client, as set forth in the Letter of Agreement/Proposal for the project in question ("Project").

PAYMENT. Payment is due within ten (10) days of receipt of Engineer's invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney's fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer's services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates ("Instruments of Service") prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for

working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.

ATTACHMENT A

Scope of Services

ARTICLE I – SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. prepare construction plans, contract documents and specifications to repair the culvert located at the intersection of 5th Street and Santa Fe Street.
2. coordinate the planning and design with the Owner;
3. It is contemplated that the scope of work will be performed entirely on City owned Right of Way and that the work will not require a topographic survey;
4. perform site visits for the purpose of determining, if any, special needs that should be addressed such as utility relocation requirements, structural evaluations/requirements, drainage requirements, pavement requirements, geometric considerations, and evaluation of existing facilities/improvements that may be affected by the proposed work;
5. prepare preliminary plans illustrating the nature of improvements, project limits and proposed improvements.
6. quantify areas to be improved and compute estimated quantities for the purpose of preparing estimated construction costs and a bid schedule for the contract documents;
7. submit copy of preliminary plans, estimates, and recommendations for review by the City;
8. if needed, send plans to utility companies for notification and possible relocation purposes;
9. based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications, and related documents as necessary for the purpose of soliciting bids for constructing the project.

B. BIDDING PHASE - The Engineer will:

1. upon acceptance of the final plans and as authorized by the City, the Engineer will provide the City with a list of qualified area bidders and assist the City in advertising for bids, including contacting, and distributing plans to qualified bidders in the area;
2. assist the City in evaluating bids and make recommendations for award for City's consideration.

C. CONSTRUCTION PHASE – The Engineer will:

Serve as the City's representative for administering the terms of the construction contract between City and their Contractor. Engineer will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the City with a preconstruction conference to discuss project details with the Contractor.
2. perform site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout, (if required), will be accomplished by the Contractor's forces. The Engineer will accompany the City on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;
4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity, and other related items called for in the contract documents;
7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required for laboratory testing of samples by others;
8. maintain progress diary and other project records, measure and document quantities, and review monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including, but not limited to, the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - d. checking of reinforcing steel prior to concrete placement;
 - e. concrete placement; and
 - g. placement of surfacing materials.
10. participate in final inspection, provide the City with copies of project documentation (diaries, test results, certifications, etc.).

ARTICLE II - RESPONSIBILITIES OF OWNER

The OWNER will cooperate fully with the ENGINEER in the development of the project, including the following:

1. make information available pertaining to the project which may be in the possession of the OWNER;
2. provide Engineer with the Owner's requirements for the project;
3. make provisions for the Engineer to enter upon property at the project site for the performance of duties;
4. examine all studies and layouts developed by the Engineer and render decisions thereon in a prompt manner so as not to delay the Engineer;
5. designate an employee to act as the Owner's representative to interpret the Owner's policies, renders decisions and transmit instructions for the design of this project;

Attachment B (Page 1 of 2)
Work Authorization, COFF7224001D
Manpower Projection for Design & Bidding Phase

November 4, 2024

City of Coffeyville - 5th & Santa Fe Street Culvert Repair

ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
Part A -Design Phase			
<u>Engineering Planning and Design</u>			
Principal/Engineer IV	50	\$ 233.00	\$ 11,650.00
Technician II	40	\$ 119.00	\$ 4,760.00
Secretary/Assistant	16	\$ 91.00	\$ 1,456.00
Subtotal			\$ 17,866.00
Part B - Bidding Phase			
Principal/Engineer IV	20	\$ 233.00	\$ 4,660.00
Technician II	8	\$ 119.00	\$ 952.00
Secretary/Assistant	16	\$ 91.00	\$ 1,456.00
Subtotal			\$ 7,068.00
Direct Pass thru Costs			
	Units	Qty	Rate
Travel (miles)	Miles	450	\$ 0.65 \$ 292.50
Per Diem	Days	3	\$ 12.00 \$ 36.00
Subtotal			\$ 328.50
Total-All-Tasks			\$ 25,262.50
Established Contract Ceiling			\$ 25,000.00

Attachment B (Page 2 of 2)
Work Authorization, COFF7224001C
Manpower Projection for Construction Phase

November 4, 2024

City of Coffeyville - 5th & Santa Fe Street Culvert Repair

ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
Part C - Construction Phase			
Construction Engineering and Inspection Phase			
Principle/Engineer IV	30	\$ 243.00	\$ 7,290.00
Project Representative III	60	\$ 139.00	\$ 8,340.00
Secretary/Assistant	20	\$ 95.00	\$ 1,900.00
Subtotal			\$ 17,530.00
Direct Pass thru Costs			
	Units	Qty	Rate
Travel (miles)	Miles	900	\$ 0.65 \$ 585.00
Per Diem	Days	6	\$ 12.00 \$ 72.00
Subtotal			\$ 657.00
Total-All-Tasks			\$ 18,187.00
Established Contract Ceiling			\$ 18,000.00

Overall Project Duration = 28 Calendar Days (20 Working Days).

Attachment C

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2024, 2025 and 2026

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026
Principal/Engineer VI	\$289	\$302	\$316
Principal/Engineer V	\$257	\$269	\$281
Principal/Engineer IV	\$233	\$243	\$254
Principal/Engineer III	\$215	\$224	\$234
Project Manager/Engineer II	\$190	\$199	\$208
Project Manager/Engineer I	\$173	\$181	\$189
Technician IV	\$157	\$164	\$172
Technician III/GIS Specialist	\$157	\$164	\$172
Technician III	\$133	\$139	\$145
Technician II	\$119	\$125	\$130
Technician I	\$112	\$118	\$123
Two-Man GPS Survey Crew	\$220	\$230	\$241
One-Man GPS Survey Crew	\$173	\$181	\$189
Three-Man Survey Crew	\$240	\$251	\$262
Two-Man Survey Crew	\$190	\$199	\$208
Registered Land Surveyor II	\$203	\$212	\$222
Registered Land Surveyor I	\$179	\$187	\$195
Survey Crew Member	\$91	\$95	\$99
Right of Way Specialist	\$139	\$145	\$152
Project Representative III	\$133	\$139	\$145
Project Representative II	\$119	\$125	\$130
Project Representative I	\$110	\$115	\$120
Secretary/Assistant	\$91	\$95	\$99
Print Specialist	\$91	\$95	\$99

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

Attachment D

Project Location Map



 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	11/26/2024
RESOLUTION OR ORDINANCE NUMBER	R-24-100
AGENDA TITLE	Approve a proposal with Brent Bell Construction for Asphalt paving of 6 blocks of street.
REQUESTING DEPARTMENT	Public Works
PRESENTER	Thomas Osborn – Deputy Director of Public Works
FISCAL INFORMATION	Cost as recommended: Estimated \$187,625.00
	Budget Line Item: 520-5-220-868
	Balance Available N/A
	New Appropriation Required: ☒ Yes ☐ No
PURPOSE	To approve contracting with Brent Bell Construction for asphalt paving of 4 th Street and Sunflower Street - 6 blocks.
BACKGROUND	The City of Coffeyville has been working on putting together a long-term plan for streets. Part of that plan is utilizing grants for major construction projects, if possible, to make the most of the funding available for streets. The City is currently in the process of preliminary engineering needed to apply for a grant to address the truck routes around town. One of these routes is the route from the highway to Coffeyville Resources. This area sees a large volume of trucks daily and is in serious need of repair. As such, we are proposing to repave this route with a leveling course and overlay to provide a better road while we work to get the funding for a much need improvement.
SPECIAL NOTES	Cost is based off estimated 1,377 tons of asphalt at @125.00 per ton laid and City handling traffic control.
ANALYSIS	
PUBLIC INFORMATION PROCESS	

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the proposal with Brent Bell Construction.
REFERENCE DOCUMENTS ATTACHED	Resolution R-24-10 City of Coffeyville revised #1 11-14-2024 Overlay Project Map

RESOLUTION NO. R-24-100

**A RESOLUTION TO APPROVE A PAVEMENT PROJECT WITH
BRENT BELL CONSTRUCTION FOR 4TH AND SUNFLOWER STREETS.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Public Works Department is authorized to approve a construction project with Brent Bell Construction for asphalt paving of 4th Street & Sunflower Street in the amount of \$187,625.00.

ADOPTED THIS 26th DAY OF NOVEMBER 2024.

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Brent Bell Construction L.L.C.

P.O. Box 28 Nowata , OK 74048

(918)440-8436

City of Coffeyville

102 West 7th

Coffeyville, KS 67337

(620)252-6131

Thomas Osborn

November 4th 2024

REVISED #1

Brent Bell Construction is pleased to submit a bid for the placement of approximately 3 inches of Type B asphalt on Sunflower Street from 4th to 1st and 4th Street from Sunflower Street to Howard Street. Bell Construction will clean and tack streets prior to the start of the placement of Asphalt. Bell Construction will blade patch rough areas prior to the placement of a 1 inch leveling coarse. After the 1 inch leveling coarse is completed , Bell construction will lay 2 inches of type B Asphalt on the leveling coarse .Bell Construction will supply all Labor , Material and Equipment to complete the above stated at a per ton price (\$125.00) plus mobilization cost and milling tie ends as shown below . Water and Traffic Control shall be provided by the City .

*Estimated Tonnage 1,377 @ \$125 per ton =\$172,125

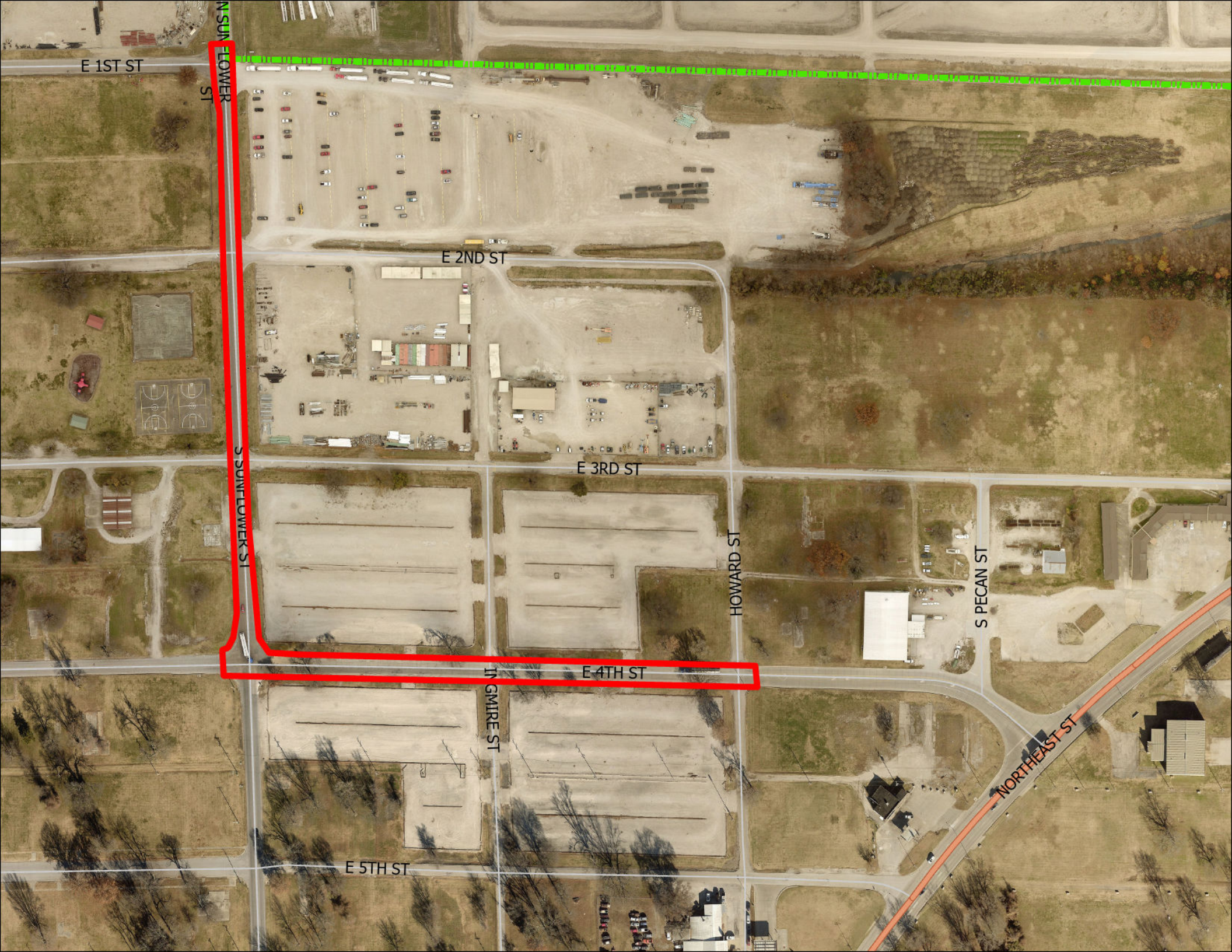
Mobilization	\$7,500
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Milling Tie ends 4 each	\$8,000
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Estimated Total	\$187,625
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*Tonnage is a Estimate

Brent Bell



E 1ST ST

S SUNFLOWER ST

E 2ND ST

S GULF ST

E 3RD ST

HOWARD ST

S PECAN ST

E 4TH ST

S GULF ST

E 5TH ST

NORTHEAST ST

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	11/26/2024		
RESOLUTION OR ORDINANCE NUMBER	R-24-101		
AGENDA TITLE	Approve an agreement with BG consultants for design and bid services of a street reconstruction project		
REQUESTING DEPARTMENT	Public Works		
PRESENTER	Thomas Osborn – Deputy Director of Public Works		
FISCAL INFORMATION	Cost as recommended:	NTE \$83,500.00	
	Budget Line Item:	520-5-220-478	
	Balance Available	N/A	
	New Appropriation Required:	☒ Yes ☐ No	
PURPOSE	Approve an agreement with BG Consultants for engineering services in the design and bid phases of the street project to reconstruct streets around LeClere Park, 6 th and 7 th Streets.		

BACKGROUND	As part of the City's efforts to improve the streets located throughout town, the Public Works Department is proposing to reconstruct the streets located around LeClere Park, East 6th and 7th streets. These streets are in severe disrepair and need reconstruction. BG Consultants will provide plans and specification for bidding the project. 1. Woodland Street (Cline St. to Buckeye St.) 2. Buckeye Street (1st St. to Columbus St.) 3. 1st Street (Buckeye St. to Central St.) 4. Stark Street (Cline St. to Buckeye St.) 5. Lee Street (Woodland St to Southern Terminus) 6. 6th Street: (Fresno St to Eastern Terminus) 7. 7th Street: (Fresno St to Eastern Terminus)
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of an agreement with BG Consultants for engineering services on the street reconstruction project.
REFERENCE DOCUMENTS ATTACHED	Resolution R-24-101 BG 2025 Street Maintenance Project Services Agreement.

RESOLUTION NO. R-24-101

A RESOLUTION TO APPROVE AN AGREEMENT WITH BG CONSULTANTS FOR ENGINEERING SERVICES FOR THE RECONSTRUCTION OF SEVERAL STREETS.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Public Works Department is authorized to issue an agreement with BG Consultants for engineering services on the reconstruction of streets listed below in the not-to-exceed amount of \$83,500.00.

1. Woodland Street (Cline St. to Buckeye St.)
2. Buckeye Street (1st St. to Columbus St.)
3. 1st Street (Buckeye St. to Central St.)
4. Stark Street (Cline St. to Buckeye St.)
5. Lee Street (Woodland St to Southern Terminus)
6. 6th Street: (Fresno St to Eastern Terminus)
7. 7th Street: (Fresno St to Eastern Terminus)

ADOPTED THIS 26th DAY OF NOVEMBER 2024.

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and City of Coffeyville, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

2025 Street Maintenance Project
Coffeyville, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Jason Hoskinson
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Thomas Osborn
Address: 102 W. 7th Street
Coffeyville, KS 67337
Phone: 620-252-6100

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Thomas Osborn
Address: 102 W. 7th Street
Coffeyville, KS 67337
Phone: 620-252-6100

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of **Fifty-Eight Thousand Five Hundred and NO/100 Dollars (\$58,500.00)** plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in **Exhibit 1, Items**

A and B of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**.

The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in **Exhibit 2** and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of **Twenty-Five Thousand and NO/100 dollars (\$25,000.00)** according to **Exhibit 2** of this Agreement plus reimbursable expenses as outlined in **Exhibit 2** for the Scope of Services as shown in **Exhibit 1, Items D and E** of this Agreement.

Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to

complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or

damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.
- 5.5 ENTIRE AGREEMENT
- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.
- 5.6 APPLICABLE LAW
- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.
- 5.7 ASSIGNMENT OF AGREEMENT
- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.
- 5.8 NO THIRD PARTY BENEFICIARIES
- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- 5.9 LIMITATION OF LIABILITY
- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.
- 5.10 COMPLIANCE WITH LAWS
- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- 5.11 TITLES, SUBHEADS AND CAPITALIZATION
- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.
- 5.12 SEVERABILITY CLAUSE
- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.
- 5.13 FIELD REPRESENTATION
- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.
- 5.14 HAZARDOUS MATERIALS
- 5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.
- 5.15 AFFIRMATIVE ACTION
- 5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.
- 5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day
of November, 2024.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Coffeyville, Kansas

By:



By:

Printed Name: Jason Hoskinson

Printed Name: _____

Title: Corporate Secretary

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

The Scope of Services described in this Exhibit 1 is for the survey, design, bidding and construction phase services of the CLIENT's 2025 Street Maintenance Project in Coffeyville, Kansas, hereinafter referred to as "PROJECT". Specific sites/corridors included in the PROJECT are as follows:

1. Woodland Street (Cline St. to Buckeye St.): mill/overlay
2. Buckeye Street (1st St. to Columbus St.): mill/overlay
3. 1st Street (Buckeye St. to Central St.): mill/overlay
4. Stark Street (Cline St. to Buckeye St.): mill/overlay
5. Lee Street (Woodland St to Southern Terminus): pavement construction
6. 6th Street: (Fresno St to Eastern Terminus): pavement replacement
7. 7th Street: (Fresno St to Eastern Terminus): pavement replacement

A. SURVEY AND DESIGN SERVICES

CONSULTANT will provide the following survey and design services.

1. Receive any available information from CLIENT applicable to the PROJECT.
2. Surveying services for Sites 1-4 listed above are not included but can be provided by CONSULTANT at CLIENT's request via a supplemental agreement or separate agreement.
3. Surveying services (Sites 5-7 listed above). Five (5) days of field survey work at the PROJECT site(s) are budgeted in this Scope of Services.
 - a. Survey section corner monumentation and/or property pins for existing right-of-way.
 - b. Perform a partial topographical survey of the PROJECT site. Partial topographical survey will collect some topographic features at the intersections, drainage structures crossing the street in sites 5-7, and the existing pavement profile near the centerline of the existing street.
 - c. CONSULTANT will contact ONECALL to request utility companies locate their infrastructure within and/or adjacent to the PROJECT area. Existing utilities that are marked at the time of the topographic survey may be included in the topographic survey. The accuracy of the location of existing utilities is beyond the CONSULTANT's control and is not guaranteed.
4. Owner's GIS data and aerial imagery within the PROJECT limits will be used to approximate additional features beyond the limits of the partial topographic survey.
5. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request a list of utility companies known to have infrastructure in the PROJECT limits.
6. CONSULTANT will perform design of the PROJECT to prepare construction plans and project manual referencing the most current edition, at the time of rendering services, of the following design guides and specifications:
 - a. *A Policy on Geometric Design of Highways and Streets, 7th Edition* published by AASHTO.
 - b. *Manual on Uniform Traffic Control Devices (MUTCD)* published by the Federal Highway Admin.
 - c. *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* published by the United States Access Board.
 - d. *Standard Specifications for State Road and Bridge Construction, 2015 Edition* and applicable Special Provisions prepared by KDOT.
7. Perform engineering design of PROJECT improvements for a single project to contain all 7 sites. CONSULTANT and CLIENT anticipate the improvements will primarily include the following construction plans:

Sites 1-4:

 - a. Project location map using aerial imagery with approximate start/stop locations of streets to be milled/overlaid.

- b. General notes and requirements of the Contractor specific to Sites 1-4 of the Project.
- c. Typical asphalt paving sections with patching details.
- d. Estimated quantities of milling, asphalt overlay, and pavement marking restoration.

Sites 5-7:

- a. Project location map with start/stop locations of the streets, pavement widths and a profile grade for reconstruction of street pavement.
 - b. General notes and requirements of the Contractor specific to Sites 5-7 of the Project.
 - c. Typical asphalt paving sections.
 - d. A detail for typical driveway tie-ins.
 - e. Estimated quantities of pavement removal, pavement construction, and driveway tie-ins.
8. The construction plans will include a preliminary traffic control plan that may be used by the Owner's Contractor as a general guide in preparing their final traffic control plan for implementation during construction. Consultant's preliminary traffic control plan may include an outline of anticipated construction sequencing and will reference the requirements of the MUTCD to be used by the Owner's Contractor in preparation of their final traffic control plan. Consultant's preliminary traffic control plan will be submitted to the Owner for review and approval prior to inclusion in the Final Design construction plans.
 9. Prepare a project manual to include bidding forms, construction contract documents, and technical specifications for items of work included in the PROJECT design.
 10. Attend a Preliminary Check meeting at the PROJECT to discuss the design status.
 11. After the Preliminary Check meeting, CONSULTANT will address CLIENT's review comments and prepare Final Check construction plans and project manual.
 12. CONSULTANT will submit the Final Check construction plans and project manual to CLIENT for review and comment.
 13. After the Final Check review, CONSULTANT will address CLIENT's comments and provide CLIENT with up to three (3) hard copies and one (1) PDF of the final construction plans and project manual sealed by a licensed professional engineer.
 14. Prepare an opinion of probable project costs at the Preliminary Check and Final Check PROJECT development stages.
 15. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated and therefore is not included in this scope of services.
 16. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits may be needed.
 - a. KDHE Notice of Intent (NOI) Permit.
 17. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are specifically excluded from this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
 18. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated and therefore is not included in this scope of services.
 19. Geotechnical engineering services are not included within this scope of services. CONSULTANT will assist CLIENT in soliciting proposals for services from geotechnical engineering companies. CLIENT will contract directly with a qualified geotechnical engineering firm to provide geotechnical services.

20. Items not included in this scope of services which can be provided by CONSULTANT by supplemental agreement or separate agreement include, but are not limited to:
- a. Geotechnical Engineering coordination.
 - b. Full project survey of the sites.
 - c. Pavement structure design.
 - d. Stormwater drainage infrastructure design.
 - e. Horizontal and vertical geometric improvements.
 - f. Individual driveway tie-in design.
 - g. Creation and design of cross sections for the construction plans.
 - h. Pavement marking and/or permanent signing construction plans.
 - i. Preparation of rights-of-way and/or easement acquisition documents.

B. BID PHASE SERVICES

CONSULTANT will provide the following Bid Phase Services.

1. Assist CLIENT with advertising the PROJECT bid documents.
2. Address questions from prospective bidders regarding the bid documents. Issue addenda, if necessary, prior to the bid letting.
3. Provide CLIENT with an Engineer's Opinion of Probable Construction Costs at the time of the opening of bids.
4. Attend the bid opening, review and tabulate bids, and provide CLIENT with a recommendation regarding award of the construction contract.

C. CONSTRUCTION PHASE SERVICES

CONSULTANT will provide the following Construction Phase Services.

1. Assist CLIENT with administration of the construction contract.
2. Attend a preconstruction meeting and up to two (2) construction progress meetings.
3. Clarify the CONSULTANT's design intent in response to Contractor and/or CLIENT questions which may arise during construction of Project.
4. Review Contractor's submittals and shop drawings.

Construction observation services are not included in this scope of services. CONSULTANT can provide CLIENT with construction observation services by supplemental agreement or separate agreement.

END EXHIBIT 1

EXHIBIT 2

COST AND SCHEDULE

A. FEE

1. CONSULTANT will provide services in Exhibit 1, Item A for a lump sum fee **Fifty-Eight Thousand Five Hundred and NO/100 Dollars (\$58,500.00)**. CLIENT will be invoiced in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the scope of services performed.
2. CONSULTANT will provide services in Exhibit 1, Items B and C for a fee based on the actual hours expended at CONSULTANT's Hourly Rates in effect at the time the services are performed, but not to exceed **Twenty-Five thousand and NO/100 dollars (\$25,000.00)** without CLIENT's approval. CLIENT will be invoiced in accordance with Section 4 of this AGREEMENT.

B. ESTIMATED SCHEDULE

1. CONSULTANT will perform services in Exhibit 1, Item A in an effort to meet CLIENT scheduling goals to bid the PROJECT in the late winter/early spring season of 2025 based on CLIENT giving CONSULTANT a Notice to Proceed on or before November 27, 2024.
2. CONSULTANT's services in Exhibit 1 Items B and C are anticipated to be performed during the calendar year 2025 but will be contingent upon jurisdictional agency reviews, permit acquisition, and CLIENT's scheduling for the bidding and construction phase of the PROJECT.

END OF EXHIBIT 2

EXHIBIT 3
SPECIAL PROVISIONS

Not Used

END OF EXHIBIT 3



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	November 26, 2024	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to approve a Cereal Malt Beverage Licenses for Granny J's.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Approve 2024 CMB license for Granny J's.	
BACKGROUND	Granny J's restaurant located at 111 W. 9 th has applied for a Cereal Malt Beverage License. The required inspection from the Coffeyville Fire Department and background checks are complete. Granny J's has met all the requirements for approval of a 2024 Cereal Malt Beverage License.	
SPECIAL NOTES	The application and supporting documentation is on file in the City Clerk's Office.	
ANALYSIS		
PUBLIC INFORMATION PROCESS	Cereal Malt Beverage applications are available from the City Clerk's office or on the City of Coffeyville website at www.coffeyville.com .	

BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Approve Granny J's Cereal Malt Beverage Licenses.
REFERENCE DOCUMENTS ATTACHED	

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	November 26, 2024
RESOLUTION OR ORDINANCE NUMBER	S-24-07
AGENDA TITLE	AN ORDINANCE OF THE CITY OF COFFEYVILLE, KANSAS, AUTHORIZING THE LEVY OF A ONE-HALF PERCENT (0.50%) CITY-WIDE RETAILERS' SALES TAX AND RELATED MATTERS.
REQUESTING DEPARTMENT	Administration
PRESENTER	Melissa Carter, City Clerk
FISCAL INFORMATION	Cost as recommended: N/A
	Budget Line Item: N/A
	Balance Available N/A
	New Appropriation Required: ☐ Yes ☒ No
PURPOSE	To authorize the levy of the half-cent sales tax approved by voters at the November 5, 2024 election for the purpose of general transportation improvements throughout the City of Coffeyville including, but not limited to streets, curbing and sidewalks.
BACKGROUND	The question of imposition of the 2025 Sales Tax was submitted to the electors of the City as a special question election on November 5, 2024. A majority of the qualified electors of the City voting on the proposition voted in favor of the sales tax.
SPECIAL NOTES	

ANALYSIS	The next steps to implement the 2025 Sales Tax is to pass an ordinance authorizing the levy of the half-cent sales tax. This ordinance will require two readings and publication in The Coffeyville Journal. Once completed, staff will submit the documents to the Kansas Department of Revenue for implementation of the tax. This 2025 Sales Tax collection will begin April 1, 2025 and will terminate 10 years after commencement.
PUBLIC INFORMATION PROCESS	Publication of the Summary of Ordinance in The Coffeyville Journal.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption of the ordinance.
REFERENCE DOCUMENTS ATTACHED	

ORDINANCE NO. S-24-07__

**AN ORDINANCE OF THE CITY OF COFFEYVILLE, KANSAS, AUTHORIZING
THE LEVY OF A ONE-HALF PERCENT (0.5%) CITYWIDE RETAILERS'
SALES TAX AND RELATED MATTERS.**

WHEREAS, K.S.A. 12-187 *et seq.*, as amended (the “Act”) authorizes the governing body (the “Governing Body”) of the City of Coffeyville, Kansas (the “City”) to submit to the electors of the City the question of imposing a Citywide retailers' sales tax, which in the aggregate may be in amounts not to exceed two percent (2%) for general purposes and not to exceed one percent (1%) for special purposes, provided sales taxes for special purposes shall expire not later than ten (10) years from the initial date of collection thereof; and

WHEREAS, pursuant to the Act, the electors of the City have heretofore approved propositions to authorize the levy of City-wide retailers' sales taxes described as follows:

- (a) A general purpose 0.5% sales tax (the “General Purpose Sales Tax”);
- (b) a general purpose 0.5% sales tax for capital improvements (including, but not limited to improvements to public buildings), capital equipment and economic development initiatives, commencing on July 1, 2014, and ending on June 30, 2029 (the “2014 Capital Improvements Sales Tax”);
- (c) a general purpose 0.5% sales tax for general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks; commencing on April 1, 2015, and ending on the earlier of (a) ten (10) years after its commencement, or (b) when all costs associated with the financing of the improvements, including the repayment of any sales tax revenue or general obligation bonds issued to pay such costs, shall have been paid (the “2015 Transportation Sales Tax”);
- (d) a special purpose 0.5% sales tax for the purpose of assisting Coffeyville Regional Medical Center (“CRMC”) in payment of the costs of CRMC providing health care and emergency services, commencing on January 1, 2017, and ending on December 31, 2026 (the “2016 Health Care Sales Tax”);
- (e) a special purpose 0.5% sales tax for the following purposes, including the payment of financing costs related thereto: (1) 40% of the proceeds to finance housing and economic development purposes of the City, (2) 40% of the proceeds to finance the development and improvement of public parks and related community improvements, and (3) 20% of the proceeds to finance improvements and economic development purposes related to the City’s historic downtown, commencing on October 1, 2022, and ending on September 30, 2032 (the “2022 Sales Tax”); and
- (f) a general purpose 0.5% sales tax to finance the costs of general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks, commencing on April 1, 2024 and ending on March 31, 2034 (the “2024 Transportation Sales Tax”);

WHEREAS, the Governing Body deemed it advisable that additional funds, other than from ad valorem property taxation, be derived from a City-wide sales tax for the purpose of financing the costs of general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks; and

WHEREAS, the Governing Body adopted Resolution No. R-24-60 providing for the calling of a special question election on November 5, 2024 (the “Election”), on the following proposition:

Shall the following be adopted?

Shall the City of Coffeyville, Kansas, be authorized, pursuant to the authority of K.S.A. 12-187 *et seq.*, to continue imposing a one-half percent (0.5%) Citywide retailers’ sales tax (the “Sales Tax”), the proceeds of which shall be used to finance the costs of general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks; provided that the collection of the Sales Tax shall commence on April 1, 2025, or as soon thereafter as permitted by law, and shall expire ten (10) years after its commencement?

WHEREAS, at the Election a majority of the qualified electors of the City voting on that proposition voted in favor thereof, and pursuant to the provisions of the Act and the Election, the Governing Body deems it necessary and advisable to authorize the levy of the one-half percent (0.5%) City-wide retailers' sales tax (the “2025 Transportation Sales Tax”), which constitutes a sales tax imposed for general purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COFFEYVILLE, KANSAS:

SECTION 1. Implementation of the 2025 Transportation Sales Tax. The levy of the one-half percent (0.5%) 2025 Transportation Sales Tax and the application of the revenue received therefrom is hereby authorized. In accordance with K.S.A. 12-191, collection of the 2025 Transportation Sales Tax shall commence on April 1, 2025, or as soon thereafter as permitted by law, and shall terminate 10 years after its commencement.

SECTION 2. Department of Revenue Submittal. The City Clerk, upon passage of this Ordinance, shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189 and request the implementation of the 2025 Transportation Sales Tax in accordance with the provisions hereof.

SECTION 3. Effective Date. This Ordinance shall be effective upon passage by the governing body, execution by the Mayor and publication once in the official City newspaper.

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PASSED by the governing body of the City of Coffeyville, Kansas on December 10, 2024, and
SIGNED by the Mayor.

(Seal)

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

Row Labels	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	Totals
Revenue	\$ 6,915,810.44	\$ 7,320,000.02	\$ 7,821,327.57	\$ 8,287,598.33	\$ 6,529,870.64	\$ 6,605,777.84	\$ 7,452,285.97	\$ 8,320,816.23	\$ 6,086,003.46	\$ 8,968,685.19	\$ 7,215,649.53	\$ 7,507,591.57	\$ 89,031,416.79
Airport Revenue	\$ 9,574.16	\$ 14,304.51	\$ 10,845.25	\$ 13,005.23	\$ 14,743.75	\$ 13,613.81	\$ 35,055.74	\$ 29,206.99	\$ 32,312.42	\$ 18,246.81	\$ 30,290.81	\$ 17,474.40	\$ 238,673.88
Aquatic Center Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,495.73	\$ 30,016.81	\$ 26,337.95	\$ 15,519.64	\$ -	\$ 81,370.13
Bad Debt Collections	\$ -	\$ -	\$ -	\$ -	\$ 46.70	\$ -	\$ -	\$ -	\$ 282.00	\$ -	\$ -	\$ -	\$ 328.70
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21.00	\$ 21.00	\$ -	\$ -	\$ 42.00
Federal Excise Tax	\$ 238.00	\$ 433.89	\$ 261.20	\$ 424.21	\$ 507.46	\$ 454.05	\$ 1,619.97	\$ 1,182.30	\$ 1,541.36	\$ 691.77	\$ 1,535.42	\$ 679.52	\$ 9,569.15
Franchise Revenue	\$ 156,207.76	\$ 139,403.32	\$ 153,318.79	\$ 280,791.40	\$ 153,298.79	\$ 153,296.79	\$ 170,367.74	\$ 153,262.79	\$ 153,246.79	\$ 338,268.75	\$ 153,114.79	\$ 153,136.79	\$ 2,157,714.50
General Revenue	\$ 164,040.29	\$ 169,716.58	\$ 143,482.21	\$ 153,245.50	\$ 117,902.63	\$ 156,250.59	\$ 87,555.56	\$ 86,791.02	\$ 109,933.57	\$ 146,693.12	\$ 103,324.31	\$ 127,030.60	\$ 1,565,965.98
Golf Course Revenue	\$ 10,568.32	\$ 5,886.60	\$ 6,072.08	\$ 22,931.99	\$ 21,744.81	\$ 29,400.72	\$ 28,853.43	\$ 30,676.46	\$ 41,375.14	\$ 35,418.94	\$ 41,395.38	\$ 34,269.09	\$ 369,592.96
Grant Revenue	\$ 2,685.97	\$ 51,107.98	\$ 46,605.00	\$ 4,556.54	\$ 65,385.14	\$ 12,050.00	\$ 51,421.00	\$ 611,729.53	\$ 540.00	\$ 5,050.00	\$ 175.00	\$ -	\$ 851,306.16
Insurance Misc	\$ 180,426.16	\$ 294,874.17	\$ 201,235.77	\$ 166,704.99	\$ 200,968.47	\$ 166,552.95	\$ 233,451.93	\$ 136,833.36	\$ 141,292.86	\$ 143,968.56	\$ 146,149.46	\$ 145,602.66	\$ 2,158,061.34
Interest Revenue	\$ 68,738.07	\$ 65,542.51	\$ 113,157.02	\$ 110,225.99	\$ 132,796.95	\$ 148,205.19	\$ 132,354.34	\$ 155,903.20	\$ 185,334.02	\$ 314,648.49	\$ 181,223.55	\$ 170,276.41	\$ 1,778,405.74
Late Fees Revenue	\$ 5,285.43	\$ 15,371.91	\$ 24,840.75	\$ 17,526.41	\$ (49.98)	\$ 12,071.66	\$ 10,984.48	\$ 13,044.39	\$ 12,578.15	\$ 13,765.18	\$ 29,915.49	\$ 14,970.58	\$ 170,304.45
License Revenue	\$ 2,945.00	\$ 12,653.00	\$ 5,307.00	\$ 2,628.93	\$ 1,038.56	\$ 1,351.51	\$ 885.00	\$ 1,180.76	\$ 598.57	\$ 1,263.46	\$ 1,386.21	\$ 1,432.00	\$ 32,670.00
Loan Principal Revenue	\$ 350.36	\$ 1,514.41	\$ -	\$ 1,879.21	\$ 978.60	\$ 948.14	\$ 991.54	\$ 928.17	\$ 961.71	\$ 378.14	\$ 567.35	\$ 1,962.66	\$ 11,460.29
Meter Transfer Fees	\$ 45.00	\$ 30.00	\$ 120.00	\$ 150.00	\$ 165.00	\$ 120.00	\$ 195.00	\$ 210.00	\$ 120.00	\$ 165.00	\$ 210.00	\$ 90.00	\$ 1,620.00
Misc	\$ 1,317.93	\$ 1,318.52	\$ 1,027.64	\$ 1,613.29	\$ 4,960.10	\$ 17,841.59	\$ 357.10	\$ 358.56	\$ 358.43	\$ 359.84	\$ 355.56	\$ 1,479.07	\$ 31,347.63
Non-Sales Tax Revenue	\$ 53,319.64	\$ 13,027.19	\$ 106,500.37	\$ 1,495,776.24	\$ 435,990.52	\$ 86,862.41	\$ -	\$ 1,044,713.56	\$ -	\$ -	\$ 8,795.62	\$ 369,618.49	\$ 3,614,604.04
Oil and Gas Revenue	\$ -	\$ 3,459.92	\$ 1,960.11	\$ -	\$ 2,169.37	\$ 2,204.66	\$ 2,184.66	\$ 4,556.79	\$ -	\$ 2,178.96	\$ 1,054.72	\$ 3,037.50	\$ 22,806.69
Permit Revenue	\$ 70.00	\$ (6,031.00)	\$ 150.00	\$ 35.00	\$ 35.00	\$ 150.88	\$ 4.12	\$ 60.00	\$ 50.00	\$ 210.88	\$ 109.12	\$ 15.00	\$ (5,141.00)
Police Dept Revenue	\$ 30,061.01	\$ 34,432.71	\$ 30,783.79	\$ 41,066.38	\$ 42,944.01	\$ 47,859.41	\$ 47,062.42	\$ 48,140.86	\$ 47,872.60	\$ 62,589.05	\$ 50,793.13	\$ 49,269.60	\$ 532,874.97
Reimbursement Revenue	\$ 32,458.63	\$ 32,613.01	\$ 32,438.86	\$ 32,719.82	\$ 32,531.32	\$ 32,407.25	\$ 32,402.31	\$ 32,396.69	\$ 32,677.52	\$ 32,616.06	\$ 32,665.62	\$ 32,480.19	\$ 390,407.28
Sales Tax	\$ 1,106.56	\$ 1,190.18	\$ 742.69	\$ 1,349.82	\$ 1,808.73	\$ 2,170.48	\$ 4,783.55	\$ 4,655.09	\$ 6,044.89	\$ 3,546.99	\$ 4,745.30	\$ 2,862.05	\$ 35,006.33
Sales Tax Revenue	\$ 581,917.43	\$ 518,383.92	\$ 590,352.94	\$ 556,662.21	\$ 355,005.28	\$ 443,867.81	\$ 500,891.39	\$ 548,536.29	\$ 551,292.56	\$ 584,077.41	\$ 565,026.77	\$ 589,291.09	\$ 6,385,305.10
Service Call Revenue	\$ -	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80.00	\$ -	\$ 32.00	\$ -	\$ -	\$ 147.00
Special Electric Revenue	\$ 3,582,453.65	\$ 3,711,766.62	\$ 3,677,163.55	\$ 3,525,464.00	\$ 2,863,609.84	\$ 3,468,844.37	\$ 3,385,274.68	\$ 3,552,425.32	\$ 3,247,108.00	\$ 3,511,347.21	\$ 3,419,431.01	\$ 3,645,004.39	\$ 41,589,892.64
Special Water Revenue	\$ 1,979.86	\$ 3,654.85	\$ 4,064.67	\$ 1,903.42	\$ 5,013.38	\$ 5,041.65	\$ 6,577.36	\$ 4,384.50	\$ 1,732.66	\$ 4,640.84	\$ 4,201.11	\$ 1,673.12	\$ 44,867.42
State Sales Tax	\$ 31,143.86	\$ 33,186.90	\$ 34,444.30	\$ 32,502.84	\$ 28,686.62	\$ 28,301.79	\$ 52,012.95	\$ 17,597.93	\$ 21,077.98	\$ 56,299.69	\$ 36,070.02	\$ 32,239.39	\$ 403,564.27
Utility Sales Revenue	\$ 1,994,415.82	\$ 2,197,458.51	\$ 2,570,571.30	\$ 1,819,052.76	\$ 2,042,431.68	\$ 1,771,218.74	\$ 2,652,333.71	\$ 1,806,954.06	\$ 1,466,310.72	\$ 3,670,121.73	\$ 2,396,229.17	\$ 2,107,091.98	\$ 26,494,190.18
Credit Card Fee Revenue	\$ 4,449.27	\$ 4,692.17	\$ 4,918.11	\$ 5,243.15	\$ 5,308.16	\$ 4,719.17	\$ 4,886.07	\$ 4,670.20	\$ 5,445.61	\$ 6,606.45	\$ 6,739.29	\$ 6,400.41	\$ 64,078.06
Drawer Corrections	\$ 12.26	\$ (27.36)	\$ (35.83)	\$ 92.30	\$ (103.55)	\$ (27.78)	\$ 284.19	\$ 17.60	\$ (161.05)	\$ (19.78)	\$ 145.32	\$ 204.58	\$ 380.90
Expense	\$ (6,421,911.69)	\$ (10,573,411.07)	\$ (3,209,329.15)	\$ (6,711,453.82)	\$ (5,868,981.54)	\$ (5,337,665.75)	\$ (10,612,199.23)	\$ (6,460,375.30)	\$ (6,683,098.68)	\$ (6,515,001.06)	\$ (6,069,012.56)	\$ (7,899,538.06)	\$ (82,361,977.91)
Capital Improvements	\$ (192,800.37)	\$ (496,835.63)	\$ (255,676.23)	\$ (598,497.90)	\$ (128,825.35)	\$ (454,795.84)	\$ (104,463.88)	\$ (332,187.47)	\$ (243,936.90)	\$ (273,389.49)	\$ (90,294.14)	\$ (181,830.36)	\$ (3,353,533.56)
Contractual Services	\$ (1,487,685.42)	\$ (1,371,213.13)	\$ (1,433,107.03)	\$ (1,234,616.73)	\$ (1,386,505.16)	\$ (455,124.95)	\$ (2,309,589.73)	\$ (1,404,998.72)	\$ (1,608,931.09)	\$ (1,330,018.30)	\$ (999,629.34)	\$ (1,768,787.01)	\$ (16,790,206.61)
Debt Retirement	\$ (2,240.00)	\$ (2,240.00)	\$ (25,561.71)	\$ (4,480.00)	\$ (44,063.18)	\$ (14,040.00)	\$ (3,376,278.13)	\$ (2,240.00)	\$ (2,240.00)	\$ (27,801.71)	\$ (32,263.18)	\$ (14,040.00)	\$ (3,547,487.91)
Maintenance and Repairs	\$ (28,081.04)	\$ (50,387.89)	\$ (41,142.77)	\$ (159,391.04)	\$ (98,756.73)	\$ (68,561.74)	\$ (43,089.92)	\$ (43,725.24)	\$ (52,375.84)	\$ (59,506.25)	\$ (25,235.94)	\$ (1,236,529.73)	\$ (1,906,784.13)
Material and Supplies	\$ (3,695,572.28)	\$ (6,744,881.35)	\$ (185,193.21)	\$ (3,660,816.18)	\$ (2,981,416.01)	\$ (3,174,991.51)	\$ (3,223,372.50)	\$ (3,302,206.69)	\$ (3,487,927.18)	\$ (3,646,370.71)	\$ (3,591,606.47)	\$ (3,516,447.38)	\$ (41,210,801.47)
Personnel	\$ (1,015,532.58)	\$ (1,907,853.07)	\$ (1,268,648.20)	\$ (1,053,651.97)	\$ (1,229,415.11)	\$ (1,170,151.71)	\$ (1,555,405.07)	\$ (1,375,017.18)	\$ (1,287,687.67)	\$ (1,177,914.60)	\$ (1,329,983.49)	\$ (1,181,903.58)	\$ (15,553,164.23)
Grand Total	\$ 493,898.75	\$ (3,253,411.05)	\$ 4,611,998.42	\$ 1,576,144.51	\$ 660,889.10	\$ 1,268,112.09	\$ (3,159,913.26)	\$ 1,860,440.93	\$ (597,095.22)	\$ 2,453,684.13	\$ 1,146,636.97	\$ (391,946.49)	\$ 6,669,438.88

