

REGULAR COMMISSION MEETING AGENDA
TUESDAY, JANUARY 25, 2011
6:30 P.M.

- A. CALL TO ORDER** – Mayor Alec Hendryx
- B. INVOCATION** – Pastor Randy DePriest, First Assembly of God
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- D. REVIEW OF AGENDA**
- E. CONSENT AGENDA ITEMS**
1. Regular City Commission Meeting Minutes – Tuesday, January 11, 2011
 2. 2010 Appropriation Ordinance No. AO-10-40 – \$ 210,096.63
 3. 2010 Appropriation Ordinance No. AO-10-41 – \$ 89.44
 4. 2011 Appropriation Ordinance No. AO-11-01 – \$3,805,114.70
- REGULAR AGENDA ITEMS**
- F. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
1. Recognition of the KLINK Resurfacing Project from 8th & Northeast to 11th & Patterson by the American Concrete Pavement Association.
 2. Presentation by Brad Eilts, Montgomery County Action Council
 3. Resolution No. R-11-08 – A Resolution to approve the FY 2011 services agreement with the Montgomery County Action Council.
- G. COMMENTS FROM THE PUBLIC**
- H. OLD BUSINESS**
1. Ordinance No. S-11-01 – Second Reading of an Ordinance to vacate an alley in the 100 block of East Sixth and East Seventh Streets.
- I. NEW BUSINESS**
1. Resolution No. R-11-09 – A Resolution to submit the Airport Capital Improvement Plan data sheets to the FAA.
 2. Resolution No. R-11-10 – A Resolution to approve Final Change Order No. 1 to Muller Construction for the site development improvements located in Mansion Estates No. 2.
 3. Resolution No. R-11-11 – A Resolution to purchase a copy machine for the Power Plant.
 4. Resolution No. R-11-12 – A Resolution to execute an Engineering Services Agreement with Trinity Consultants to update the Spill Prevention Control and Countermeasure Plan for the Electric Utility.
 5. Resolution No. R-11-13 – A Resolution to execute a change order for renovation to 110 N. Buckeye.

REGULAR COMMISSION MEETING AGENDA
TUESDAY, JANUARY 25, 2011

2

6. Resolution No. R-11-14 – A Resolution to execute a purchase order to G & G Dozer for the demolition and disposal of six structures.
7. Resolution No. R-11-15 – A Resolution to execute a contract with ACM Removal for asbestos removal for two properties.
8. Resolution No. R-11-16 – A Resolution to execute a purchase order to HME Incorporated for the purchase of a fire truck to be financed internally from the Electric, Water and Wastewater Funds.
9. Resolution No. R-11-17 – A Resolution to execute a construction contract with MSB Construction for sanitary sewer and electric conduit installation in Cline's Westwood Addition.
10. Resolution No. R-11-18 – A Resolution to execute a construction contract with JRB Industries for street and drainage improvements in Cline's Westwood Addition.
11. Comments from Commissioners and Staff

J. EXECUTIVE SESSION(s)

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Fire Department Report
2. Code Enforcement Report

L. ADJOURN

REGULAR COMMISSION MEETING MINUTES
TUESDAY, JANUARY 11, 2011
6:30 P.M.

The Board of Commissioners met in Regular Session at 6:30 p.m. with Mayor Alec Hendryx presiding.

Present:

MAYOR ALEC HENDRYX
COMMISSIONER DAVID GEORGE
COMMISSIONER RICHARD GONZALES
COMMISSIONER PAM JONES
COMMISSIONER JIM C. TAYLOR, SR.

City Staff in attendance were:

CITY MANAGER JEFF MORRIS
CITY CLERK CINDY PRICE
FINANCE DIRECTOR STEPHANIE RICHARDSON
IT MANAGER CHRIS FELIX
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF
ELECTRIC OPERATIONS SUPERINTENDENT MIKE SHOOK
ENGINEERING SUPERINTENDENT SCOTT MASSMAN
PUBLIC WORKS DIRECTOR CHUCK SHIVELY
FIRE CHIEF JAMES GRIMMETT
FIRE CAPTAIN BOB ROESKY

- A. CALL TO ORDER** – Mayor Alec Hendryx
- B. INVOCATION** – Pastor Richard Peckman, St. Paul's Lutheran Church
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- D. REVIEW OF AGENDA**
- E. CONSENT AGENDA ITEMS**
 - 1. Regular City Commission Meeting Minutes – Tuesday, December 28, 2010
 - 2. 2010 Appropriation Ordinance No. AO-10-39 – \$1,350,482.29

MOTION: Move to approve the consent agenda as presented.

ACTION: THE MOTION WAS MADE BY COMMISSIONER GONZALES AND
SECONDED BY COMMISSIONER JONES. ROLL CALL VOTE –
ALL AYE.
- F. REGULAR AGENDA ITEMS**
PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).
- G. COMMENTS FROM THE PUBLIC**
 - Neil Malone, 704 Lincoln, requested update on sewer installation in the Cline's Westwood Addition. Chuck Shively reported bids are scheduled to be opened and a proposal will be brought to Commissioners at the January 25 meeting.

H. OLD BUSINESS

I. NEW BUSINESS

1. Resolution No. R-11-01 – A Resolution to support the Senior Services of Southeast Kansas grant application to the Kansas Department of Transportation.

■ City Clerk Cindy Price addressed the Commission stating Senior Services of Southeast Kansas provides public transportation to the elderly, disabled and general public of rural Southeast Kansas. Their primary funding source comes from the Federal Transit Administration and Kansas Department of Transportation. To obtain the KDOT funding, a grant application is submitted annually. Again this year KDOT is requiring evidence of support from the counties served by Senior Services be included with the grant application. Heather Barmore, representing Senior Services made comments.

MOTION: Move to approve Resolution No. R-11-01 for adoption.

ACTION: THE MOTION WAS MADE BY COMMISSIONER GONZALES AND
SECONDED BY COMMISSIONER GEORGE. ROLL CALL VOTE –
ALL AYE.

2. Resolution No. R-11-02 – A Resolution to reaffirm a multi-year audit engagement letter with Jarred, Gilmore & Phillips for the FY 2010 audit.

■ Finance Director Stephanie Richardson addressed the Commission stating in 2010 bids were received for annual audit services with the low bidder, Jarred, Gilmore & Phillips receiving the bid for a three-year period. The resolution adopted at that time stated the audit agreement was subject to annual confirmation by the City; this resolution will confirm the continuance of the contract for the 2010 audit.

MOTION: Move to approve Resolution No. R-11-02 for adoption.

ACTION: THE MOTION WAS MADE BY COMMISSIONER GEORGE AND
SECONDED BY COMMISSIONER JONES. ROLL CALL VOTE –
ALL AYE.

3. Resolution No. R-11-03 – A Resolution to authorize final change orders to S.T. Cotter Turbine Services for repairs to the No. 7 turbine and generator.

■ Electric Utility Superintendent Mike Shook addressed the Commission stating this is the final change order for the repairs deemed necessary on the No. 7 turbine and generator in the amount of \$123,648.41.

MOTION: Move to approve Resolution No. R-11-03 for adoption.

ACTION: THE MOTION WAS MADE BY COMMISSIONER GONZALES AND
SECONDED BY COMMISSIONER JONES. ROLL CALL VOTE –
ALL AYE.

4. Resolution No. R-11-04 – A Resolution to issue a purchase order to Siemens Energy for the SCADA master upgrade for the Electric Utility Department.

■ Electric Utility Director Gene Ratzlaff addressed the Commission stating the supervisory control and data acquisition (SCADA) system at the Electric Utility was

first installed in 1987 and upgraded in 2001. This system gives the operators command and control function of the City's electric distribution and transmission assets located in the five substations and is crucial to the reliability of the electric system. The existing SCADA system has become obsolete and is approaching being unreliable. Allgeier, Martin and Associates met with staff to determine and finalize the requirements of our system and then sought pricing from Siemens, including the initial engineering of the project. They will also assist the Electric Utility in the setup, installation, training and conversion to the new system. Siemens cost for the equipment upgrade is \$174,830; the engineering cost from Allgeier, Martin & Associates is \$51,700.

MOTION: Move to approve Resolution No. R-11-04 for adoption.

ACTION: THE MOTION WAS MADE BY COMMISSIONER GONZALES AND SECONDED BY COMMISSIONER GEORGE. ROLL CALL VOTE – ALL AYE.

5. Resolution No. R-11-05 – A Resolution to execute an Engineering Services Agreement with Allgeier, Martin & Associates for the SCADA master upgrade for the Electric Utility Department.

MOTION: Move to approve Resolution No. R-11-05 for adoption.

ACTION: THE MOTION WAS MADE BY COMMISSIONER GONZALES AND SECONDED BY COMMISSIONER JONES. ROLL CALL VOTE – ALL AYE.

6. Resolution No. R-11-06 – A Resolution to execute an Engineering Services Agreement with Bucher, Willis & Ratliff for the FAA slurry seal, joint and crack repairs at Coffeyville Municipal Airport.

- Engineering Superintendent Scott Massman addressed the Commission stating this contract is for professional engineering services with Bucher, Willis and Ratliff for preparing designs, construction documents/technical specifications for the FAA slurry seal and joint and crack repair for Runway 17.35 and parallel Taxiway to Runway 4/22. The not-to-exceed sum will be \$46,400; engineering fees are based on a 95/5 matching fund with the FAA.

MOTION: Move to approve Resolution No. R-11-06 for adoption.

ACTION: THE MOTION WAS MADE BY COMMISSIONER TAYLOR AND SECONDED BY COMMISSIONER JONES. ROLL CALL VOTE – ALL AYE.

7. Resolution No. R-11-07 – A Resolution to implement a January 1, 2011 to December 31, 2011 Memorandum of Agreement with the International Union of Operating Engineers, Local 123.

- City Manager Jeff Morris addressed the Commission stating the IUOE and City reached a tentative agreement on the memorandum of agreement for 2011 at the end of December, and the union voted to ratify the proposal the first week in January. Staff is recommending the proposal be implemented effective January 1.

MOTION: Move to approve Resolution No. R-11-07 for adoption.

ACTION: THE MOTION WAS MADE BY COMMISSIONER TAYLOR AND SECONDED BY COMMISSIONER HENDRYX. ROLL CALL VOTE – ALL AYE.

8. Comments from Commissioners and Staff

- Fire Chief James Grimmett reported engine #12, the department's front line pumper, would not pass a recent pump test and at a fire scene it is unreliable. The truck is 20 years old. Estimates to have the engine and pump rebuilt range from \$23,000 to \$29,000; even with these repairs it would not meet the standards set by the National Fire Protection Association. Discussion focused on the type of truck needed by the department and financing options. Grimmett stated two firemen recently traveled to Georgia to look at an HME/Silver-Fox pumper at a cost of \$269,200; this truck would meet all department specs and serve the City well. Following a motion by Commissioner George and second by Commissioner Taylor, it was unanimously approved to purchase the fire truck and staff was directed to present a financing proposal at the next meeting.
- Public Works Director Chuck Shively reported on a recently released report from the Department of Health & Human Safety stating fluoride levels in water should be set at the lower end of the guidelines to .7 milligrams per liter; the City has reduced the fluoride level to meet those guidelines.
- City Manager Jeff Morris reported on the City's recently electric reliability report, and the Fire Department has begun a business inspection project. Suggestions for a logo change to coincide with the redesign of the City's website were presented; Commissioners selected their preferred log design. In addition to being on the website, the new design will be incorporated over time as new vehicles are purchased, letterhead is replaced, etc.
- Commissioner Taylor asked about the reliability of the City's fire hydrants; discussed the upcoming work session with landlords and stated he is not happy about how little he knows about what is going on in the City.
- Commissioner Jones suggested the two houses which have recently been rehabbed through the KHRC grant and which are currently for sale be listed with a realtor; commissioners agreed.
- Mayor Hendryx read a letter referencing Commissioner Taylor's recent letters to the editor.

J. EXECUTIVE SESSION(s)

1. Non-elected personnel

MOTION: Move to adjourn to Executive Session for discussion of non-elected personnel to reconvene on or before 9:15 P.M.

ACTION: THE MOTION WAS MADE BY MAYOR HENDRYX AND SECONDED BY COMMISSIONER JONES. ROLL CALL VOTE – ALL AYE.

Time the meeting was reconvened: 9:15 P.M.

Mayor Hendryx announced there would be no action taken as a result of the Executive Session.

**REGULAR COMMISSION MEETING MINUTES
TUESDAY, JANUARY 11, 2011**

5

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales tax report

K. ADJOURN

MOTION: Move to adjourn.

ACTION: THE MOTION WAS MADE BY MAYOR HENDRYX AND
SECONDED BY COMMISSIONER TAYLOR. ROLL CALL VOTE –
ALL AYE EXCEPT FOR COMMISSIONER GONZALES WHO WAS
ABSENT.

Time the meeting was adjourned: 9:15 P.M.

Date the minutes were approved: _____

Cindy Price, City Clerk

FY 2011 MCAC MEMBERSHIP AND SERVICES AGREEMENT

THIS AGREEMENT made and entered into effective the 1st day of January, 2011, by and between the City of Coffeyville, a municipal corporation organized under the laws of the State of Kansas, 7th and Walnut, Coffeyville, Kansas 67337 (the "City") and the Montgomery County Action Council, Inc., a Kansas non-profit corporation, P.O. Box 588, Independence, KS 67301 ("MCAC").

WHEREAS, MCAC is a county-wide, cooperative, economic/community development organization; and

WHEREAS, the City has appropriated funds for the FY 2011 MCAC Membership and Services Agreement; and

WHEREAS, the City and MCAC desire to enter into a membership and professional services agreement wherein the City shall be provided an opportunity to be involved in MCAC activities and MCAC shall provide potential professional economic and community development services to the City as requested by the City on an as needed basis.

IT IS NOW, THEREFORE, mutually agreed as follows:

- (1) MCAC agrees:
 - To provide the City through its Governing Body, City Manager or their designees an opportunity to be involved in all MCAC activities and efforts that are countywide or multi-community in nature; and
 - To provide economic and community development assistance to the City.
- (2) Throughout MCAC's endeavors to render the services outlined herein, MCAC shall not obligate the City of Coffeyville financially or otherwise without the express written consent of the City.
- (3) The City agrees to pay to MCAC the total sum of up to \$15,680.00 in quarterly payments of \$3,920.00 each for membership and services to be performed by MCAC; provided, however that the City or MCAC may terminate this agreement at anytime by providing the other party a minimum of thirty (30) days written notice of their intent to terminate this agreement. If this agreement is so terminated, the balance owed to MCAC shall be based on a pro rata share of the term of the agreement that had expired prior to the termination.
- (4) The term of this agreement shall commence on the 1st of January 2011, and shall end on the 31st day of December 2011. Any extension or renewal of this agreement shall be subject to the appropriation and authorization to expend additional funds.

- (5) When MCAC generates a business prospect lead through MCAC marketing efforts or is notified of a business prospect lead by a state or regional organization, MCAC will:
- Inform the contact or their representative of the countywide nature of the organization and present all county and community information fairly and objectively;
 - Promptly inform the cities, county, and MCAC Executive Committee via fax, email or other written communication about the contact and provide, to the degree available for release, the following types of information regarding the prospect: (a) the name of the company, (b) the type of business, (c) estimated project costs, (d) jobs to be created, (e) size of building/site needed, and (f) any other relevant information;
 - Prior to a general orientation of the prospect or tour of a specific site in the City, notify the City, unless the prospect has restricted the release of such information; and
 - At the point that a prospect has narrowed its search to the City, collaborate with the City regarding the project.
- (6) When the City generates a business prospect through its marketing efforts or is the only city notified directly of a business prospect lead by a state or regional organization, MCAC shall render assistance to the City as requested; provided, however, that information about the prospect shall not be released to any other community, the MCAC Board of Directors or its MCAC members, the news media, or any other entity or individual without the written consent of the City. Further, MCAC is not expected to share leads generated through marketing efforts of other cities until it is clear such prospect is not going to locate in that other city.
- (7) MCAC shall inform the City of any activities or contacts involving any local business or industry or the corporate headquarters of any corporation with local facilities, unless specifically directed not to do so by the business or industry. Whenever possible MCAC shall contact the City and invite them to participate in said activities or contacts.
- (8) MCAC hereby acknowledges its relationship to the City is in the nature of an independent contractor. All persons working for and under MCAC pursuant to this agreement shall be employees of MCAC and shall not be considered as employees of the City. In this connection, should any liability arise under the Workers' Compensation Act of the State of Kansas due to injury of an employee of MCAC, the same shall be the sole responsibility of MCAC. It is further agreed that MCAC shall indemnify and hold the City harmless of and from any liability created by acts of MCAC pursuant to this agreement.

**FY 2011 MCAC MEMBERSHIP AND ECONOMIC
DEVELOPMENT SERVICES AGREEMENT**

- 3 -

- (9) MCAC agrees to provide the city with its complete and comprehensive budget for the period outlined within this agreement.
- (10) MCAC agrees to provide a periodic (not less than quarterly) activity and financial report to the City for review.

Dated this 25th day of January, 2011.

THE CITY OF COFFEYVILLE, KANSAS

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY

Paul Kritz, City Attorney

MONTGOMERY COUNTY ACTION
COUNCIL, INC., A NON-PROFIT
CORPORATION

Chuck Goad, President

ATTEST:

Dickie Rolls, Vice President

RESOLUTION NO. R-11-08

A RESOLUTION AUTHORIZING THE EXECUTION OF THE FY 2011 MEMBERSHIP AND ECONOMIC DEVELOPMENT SERVICE AGREEMENT BETWEEN THE CITY OF COFFEYVILLE AND MONTGOMERY COUNTY ACTION COUNCIL (MCAC).

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute the FY 2011 Membership and Economic Development Service Agreement between the City of Coffeyville and Montgomery County Action Council (MCAC), and pay the total sum of up to \$15,680.00 in quarterly payments of \$3,920.00 each for membership and services to be performed by MCAC.

ADOPTED THIS 25TH DAY OF JANUARY 2011.

Alec Hendryx Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

January 25, 2011
Item: H-1

TO: Mayor & Commissioners

FROM: Jeff Morris, City Manager

SUBJECT: Petition to vacate portion of alley

A petition has been received from the Hillview Association owners of property located at 106 East Seventh Street, commonly known as the Barn, requesting vacation of a portion of the alley between East Sixth and East Seventh Streets for the purpose of constructing a parking lot.

According to K.S.A. 12-504, when a petition to vacate a street or alley is received, a public hearing is to be held to allow all persons interested to appear and be heard. The public hearing was held on December 14. At the hearing, representatives from Alderman Acres expressed concern about potential difficulties for their delivery trucks if the alley were vacated.

Currently, Alderman Acres delivery trucks enter the alley at the south end of the block and exit primarily west through a public parking lot located north of Alderman Acres building but will sometimes also exit north through the alley. At the hearing Alderman Acres sought assurance the trucks that serve their facility could continue to exit through the public parking lot if the alley is vacated.

The public parking lot is used primarily by patrons of the Barn, Senior Services of Southeast Kansas and Alderman Acres. In addition, the trash dumpster for the Barn is located on the north edge of the city-owned property adjacent to the alley.

Following the first reading of the ordinance to vacate the alley, I received a meeting request from Alderman Acres and Senior Services to further discuss their concerns. Hearing their concerns, I then scheduled a meeting to include Alderman Acres, Senior Services and representatives of the Hillview Association.

At the meeting, Hillview representatives stated their purpose for vacating is to create additional parking spaces. They also expressed a desire to either purchase the public parking lot property for their use or see that it is maintained as a public lot and available for use by their patrons. The Hillview representatives did state Alderman Acres trucks could exit north through their property in the event they were unable to exit through the public parking lot.

Alderman Acres expressed concerns that the Hillview Association could change their position on allowing trucks to exit to the north if the alley is vacated and that a future City Commission could also eliminate their current ability to exit through the public parking lot to the west at some

point in the future. Several ideas were discussed including the possibility of deeding the city-owned lots to Alderman Acres and Hillview Association, but no consensus amongst those entities was reached for a proposal to be considered by the City Commission. At the conclusion of the meeting, the Hillview Association representatives did request consideration of the second reading of the ordinance be delayed to allow them time to hold a meeting of their full board to further discuss the issues.

The City Commission was notified of the aforementioned meetings and request for delay on December 26, 2010.

The Hillview Association did hold their meeting the week of January 17, 2011 and reported their desire to continue pursuit of the alley vacation. They also expressed their desire to see the public parking lot remain as public property or be sold to the highest bidder.

The concerns expressed by Alderman Acres have not changed.

The ordinance is now being presented before the Commission for consideration of second reading. The Commission has the option to take action (for or against) or table the item to seek additional information, such as a layout of the proposed parking lot.

ORDINANCE NO. S-11-01

AN ORDINANCE VACATING A PORTION OF THE PLATTED ALLEY IN BLOCK 32, ORIGINAL CITY, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; BUT RESERVING UNTO THE CITY AND OTHER PROVIDERS OF PUBLIC UTILITIES, AN EASEMENT FOR SUCH PUBLIC UTILITIES, WHICH ARE 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 a portion of the platted alley in Block 32, Original City, as more particularly described herein; and

WHEREAS, the Governing Body of the City of Coffeyville has determined that due and legal notice 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 14, 2010, 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 the request 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 the platted alley, as more particularly below, is hereby vacated; reserving, however, unto the City and other providers of public utilities, an easement for such public utilities, which are currently in existence and use:

Alley Vacation

A portion of a 20-foot wide alley located in Block 32, Original City of Coffeyville and being more particularly described as follows:

Beginning at the Northeast corner of Lot 13, Block 32, Original Addition to the City of Coffeyville, Montgomery County, Kansas;

Thence Southwesterly along the East line of Lots 13, 14, 15, 16, 17, and 18 to the Southeast corner of Lot 18, said Block 32;

Thence Southeast on a line perpendicular to the previously described line a distance of 20 feet to the West line of Lots 8, 7, 6, 5, 4, 3, 2, and 1 of said Block 32;

Thence Northeasterly along said West line to the Northwest corner of Lot 1, said Block 32;

Thence West along the extension of the North line of said Lot 1, Block 32 a distance of 20.5' more or less to the Northeast corner of said Lot 13, Block 32, said point being the Point of Beginning.

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 on this 25th day of January, 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

October 25, 2010

To: Coffeyville City Commissioners: A. Hendrix, R. Gonzales, P. Jones, J. Taylor, D. George

RECEIVED

OCT 27 2010

From: Hillview Association ("The Barn")

Subject: Vacate partial of Alley between E 6th & E 7th St.
(see marked diagram attached)

CITY CLERK

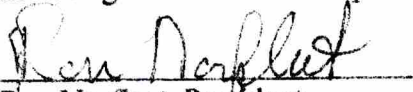
Hillview Association, Inc. was incorporated with The Secretary of State of the State of Kansas filed May 28, 1969. The articles of Incorporation contain nine (9) declarations.

By-Laws of Hillview Association contains nine (9) articles (latest change dated 6-19-74)

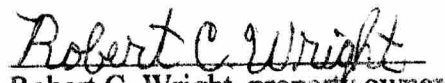
Each year since 1969 the Hillview Association has filed "Not for Profit Corporation Annual Reports." The Hillview Board of Directors consist of an 11 member board who have the general control of the property known as "The Barn", located at 106 E. 7th St., Coffeyville, KS.

Due to the public parking lot which runs from 7th to 8th St. has been given to a low income housing project the Hillview is requesting the alley (partial) be vacated so that said Association may construct their parking located north of "The Barn". The alley would give additional parking at a cost of approximately 25 to 30 thousand dollars.

One half (west side of alley would be given to Robert C. Wright (per city ordinance) and he has agreed to donate his part to Hillview Association. (see signature below)


Ron Norfleet, President


George Chronister, Treasurer


Robert C. Wright, property owner

N.

6th Street

Proposed Exit

Elect. Power Pole

Proposed Entrance

ALLEY CLOSED

WRIGHT
Liquor

Water Meter
Elect. Power Pole

Proposed Close Sewer Manhole

Hillview Bldg.

ALLEY

ALDERMAN BLDG.

SIDEWALK

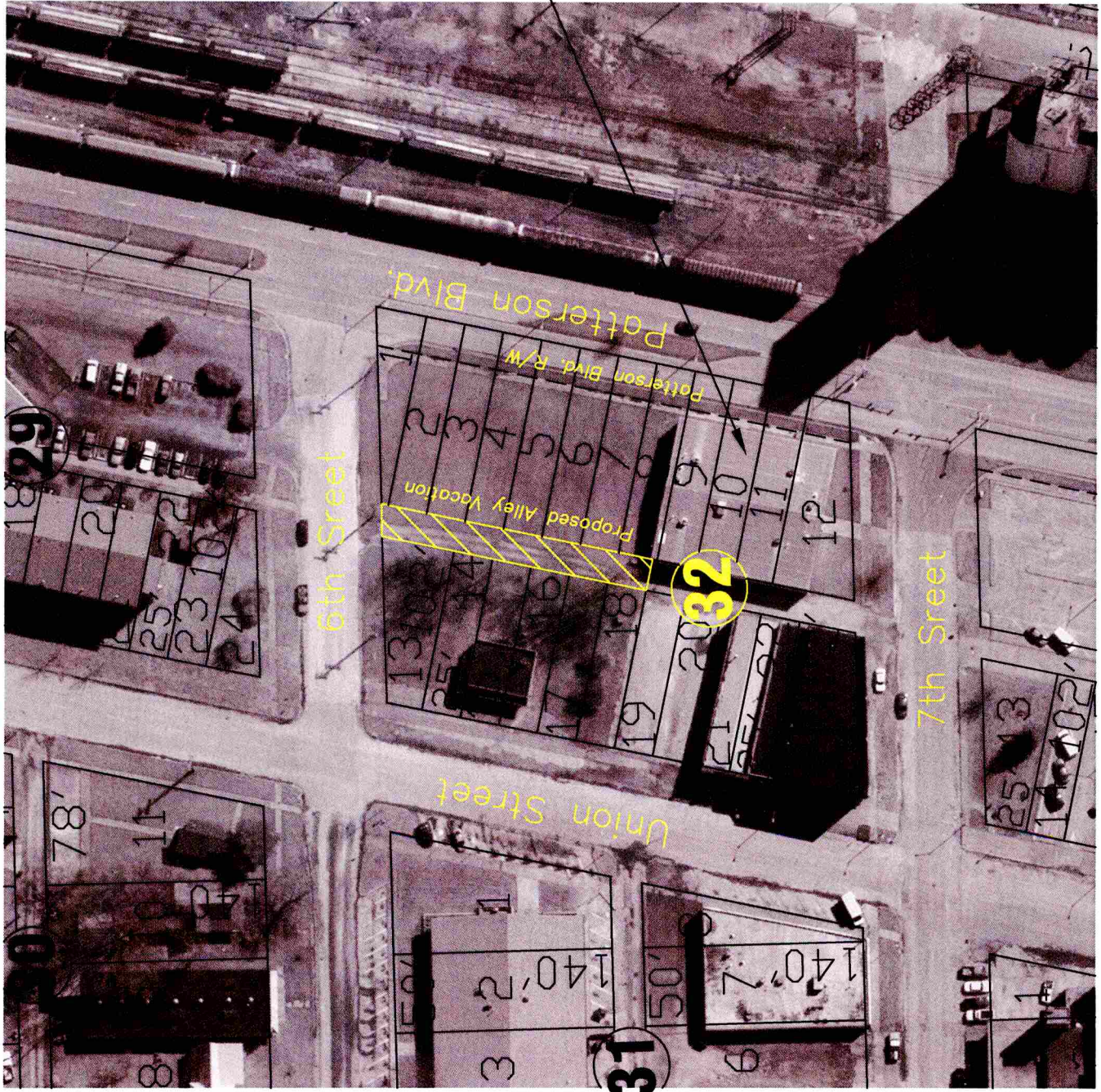
WILSON STREET

7th Street

SIDEWALK

COLLEKSON

SIDEWALK



Scale: 1" = 100'

Hillview Association, Inc.
 Lots 1-12, Block 32
 Parcel Id No. 063-197-
 36-0-30-41-001.00-0

		Engineering Department	
Proposed Alley Vocation-Block 32		Block 32	
FIELD BY:	TITLE:	SCALE: 1" = 100'	SHEET REFERENCE NUMBER:
DRAWN BY: JSM	DATE: August 3, 2010	CONTRACT NO.	SHEET 1 of 1
CHECKED BY:	APPROVED BY:	DWG. Scott Vroman Downtown Revitalization Proposed Map.org	

January 25, 2011
ITEM # I-1

To: Mayor and Commissioners

From: Scott Massman, Superintendent of Engineering

Subject: FAA Airport Capital Improvement Plan (ACIP) Data Sheets

Recommendation: Approve ACIP Data Sheets

Discussion: The Central Region of the Federal Aviation Administration is soliciting projects from each city in the four-state region for airport improvements to be funded in FY2012-FY2014. The attached Airport Capital Improvement Plan (ACIP) data sheets were developed with the goal of improving our local facilities and to keep the airport adequately maintained.

The Central Region of the FAA will receive the data sheets from the cities of the four-state region and prioritize them for funding. The order for funding will be based on the reasonableness, necessity and eligibility for federal funding of the project. Also, there will be a requisite 5% cost sharing by the City.

This year's submittal is very similar to last years. The proposed ACIP data sheets have been included along with the cost estimate sheets for these projects with this report. One project was added to last years list. The proposed project is in response to an inspection performed by the Kansas Department of Transportation (Aviation Division) this past summer. The report from said inspection indicated that crack sealing and surface treatments for Runways 17/35, 4/22, and Parallel Taxiway to Runway 4/22 were in order. Our next ACIP project was to be the Snow Removal Storage Building, however because of the need of the runway improvements the FAA ranks this work with a higher rating, as the proposed work is considered a high priority item. The project is pending FAA approval.

BWR was the selected engineering firm to handle our airport needs for the next 3 years. BWR is in the process of updating our Airport Layout Plan (ALP), as a FAA requirement for the Airport Capital Improvement Plan.

City staff recommends that the Commission approve the submitted Airport Capital Improvement Plan data sheets as presented according to the assigned priority.

Cc: Jeffery D. Morris, City Manager

RESOLUTION NO. R-11-09

A RESOLUTION TO AUTHORIZE THE SUBMISSION OF THE AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP) DATA SHEETS TO THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR CONSIDERATION FOR FUNDING FROM THE FAA, FOR THE FY2012-FY2014 AIRPORT CAPITAL IMPROVEMENT PROGRAM.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk be and are hereby authorized to and directed to execute and submit the four (4) Airport Capital Improvement Plan (ACIP) Data Sheets, attached hereto, to the Federal Aviation Administration (FAA) for consideration for funding from the FAA FY2012-FY2014 Airport Capital Improvement Plan.

ADOPTED THIS 25th DAY OF JANUARY 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

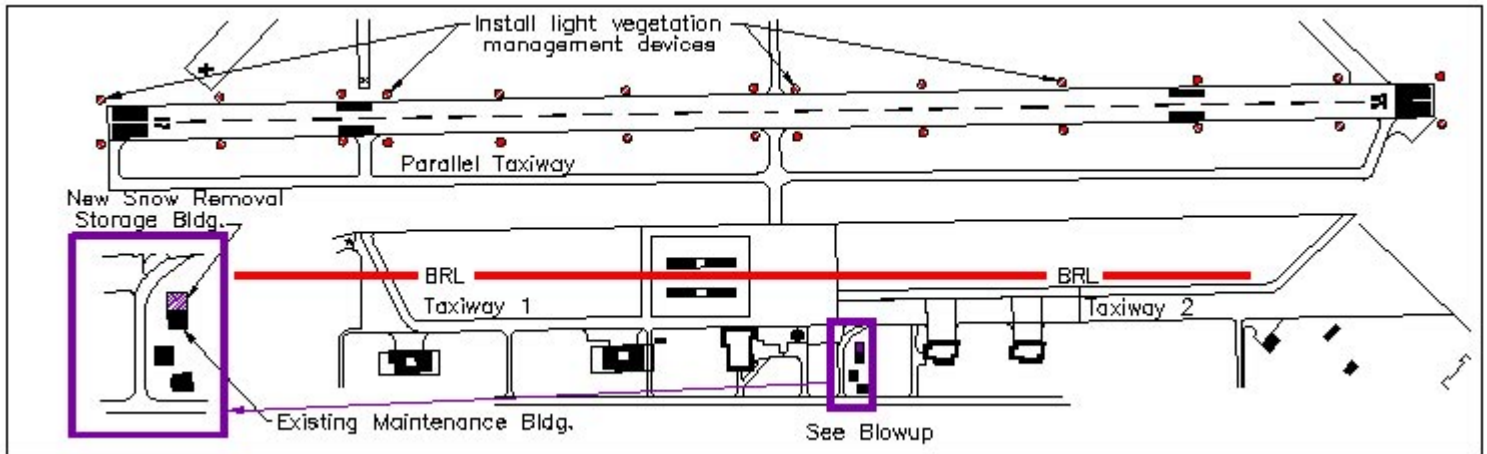
APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

ACIP DATA SHEET ACIP DATA SHEET

AIRPORT	Coffeyville Municipal Airport	LOCID	CFV	LOCAL PRIORITY	1
PROJECT DESCRIPTION	Snow Removal Storage Building Install Runway Light Vegetation Management Devices			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	2012

SKETCH:



JUSTIFICATION: There is a lack of space in the existing maintenance building to store snow removal equipment. Based on this, the proposal calls for a 50'x 100'x 18' Insulated Metal Building with Concrete Slab. Runway light vegetation management devices are needed to prevent grass from growing around the existing lights on runway 17-35.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (95%)	\$397,176	State	\$0	Local (5%)	\$20,904	Total	\$418,080
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SPONSOR'S VERIFICATION:

For each and every project as applicable

Date	(see instruction sheet or point mouse over each date box for more information)
2011	- Date of approved ALP with project shown
#(307-312)	- Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (307-312) in Order 1050.1E
	- Date of land acquisition or signed purchase agreement
	- Date of pavement maintenance program
	- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
	- Apron sizing worksheet (for apron projects)
	- Revenue producing facilities (for fuel farms, hangers, etc.)
	- Date statement submitted for completed airside development
	- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

FAA Verification: (initial/date)

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Alec Hendryx TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$



REQUEST FOR FEDERAL ASSISTANCE
FEDERAL AVIATION ADMINISTRATION
CENTRAL REGION \ AIRPORTS DIVISION



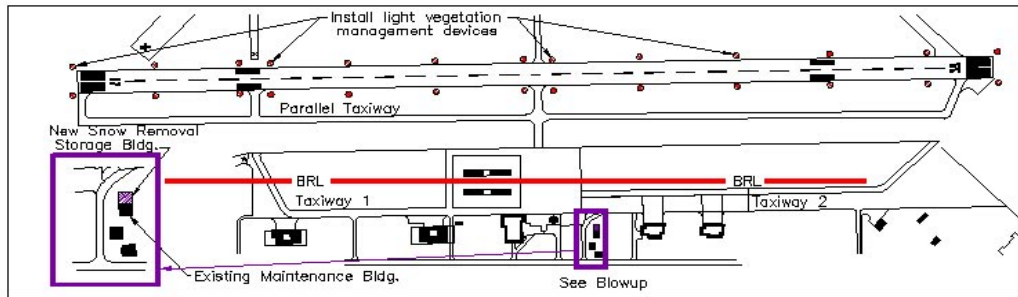
FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

ACIP COST ESTIMATE

AIRPORT	Coffeyville Municipal Airport	LOCAL PRIORITY	1	UPDATED	1/11/2011
WORK ITEM	Snow Removal Storage Building	Identify FY that you desire to construct			2012

SKETCH:



JUSTIFICATION: There is a lack of space in the existing maintenance building to store snow removal equipment. Based on this the proposal calls for a 50'x 100'x 18' Insulated Metal Building with Concrete Slab. Runway light vegetation management devices are needed to prevent grass from growing around the existing lights on runway 17-35.

COST ESTIMATE:

Item No.	Description	Quantity	Unit	Unit Price	Local Cost (5%)	FAA Cost (95%)	Amount
Proposed Metal Building							
1	50'x 100'x 18' Metal Building	5,000	S.F.	\$67.00	\$16,750.00	\$318,250.00	\$335,000.00
2	4 Insulated Overhead Doors	4	Each	\$3,350.00	\$670.00	\$12,730.00	\$13,400.00
3	Install Light Vegetation Devices	193	Each	\$121.00	\$1,167.65	\$22,185.35	\$23,353.00
CONSTRUCTION SUBTOTAL					\$17,420.00	\$330,980.00	\$348,400.00
Administration, Legal, Engineering, Testing & Inspection (20%)					\$3,484.00	\$66,196.00	\$69,680.00
PROJECT TOTAL					\$20,904	\$397,176	\$418,080

FAA USE ONLY

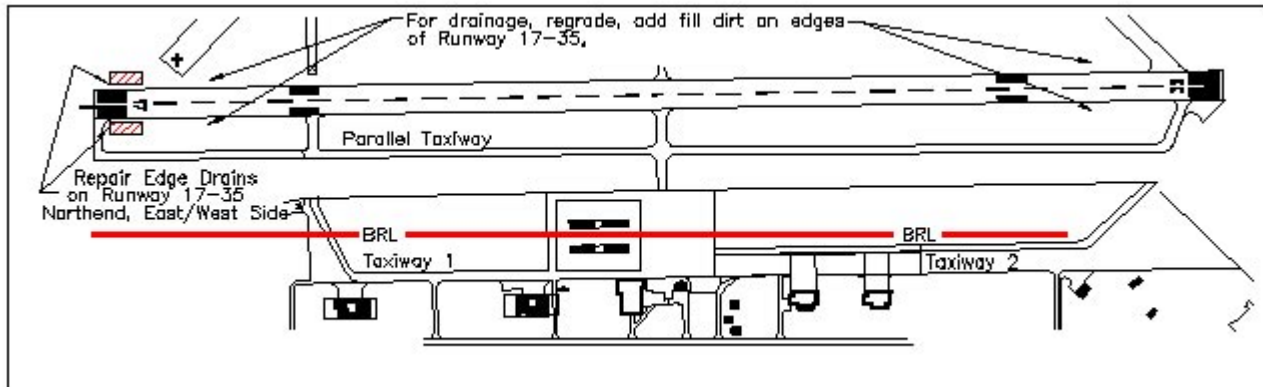
PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

ACIP DATA SHEET

ACIP DATA SHEET

AIRPORT	Coffeyville Municipal Airport	LOCID	CFV	LOCAL PRIORITY	2
PROJECT DESCRIPTION	Regrade and fill drainage structure areas along runway 17-35.			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	2013

SKETCH:



JUSTIFICATION: Erosion has caused areas of ponding and is causing storm runoff to wash out the existing ground around existing inlet structures. Filling and grading is needed to solve this problem.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (95%)	\$316,008	State	\$0	Local (5%)	\$16,632	Total	\$332,640
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SPONSOR'S VERIFICATION:

For each and every project as applicable

- | | |
|-------------------|---|
| Date | (see instruction sheet or point mouse over each date box for more information) |
| 2011 | - Date of approved ALP with project shown |
| #(307-312) | - Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (307-312) in Order 1050.1E |
| | - Date of land acquisition or signed purchase agreement |
| | - Date of pavement maintenance program |
| | - Snow removal equipment inventory & sizing worksheet (for SRE acquisition) |
| | - Apron sizing worksheet (for apron projects) |
| | - Revenue producing facilities (for fuel farms, hangers, etc.) |
| | - Date statement submitted for completed airside development |
| | - Date statement submitted for runway approaches are clear of obstructions |

FAA USE ONLY

FAA Verification: (initial/date)

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Alec Hendryx TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$
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FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$



REQUEST FOR FEDERAL ASSISTANCE
FEDERAL AVIATION ADMINISTRATION
CENTRAL REGION \ AIRPORTS DIVISION

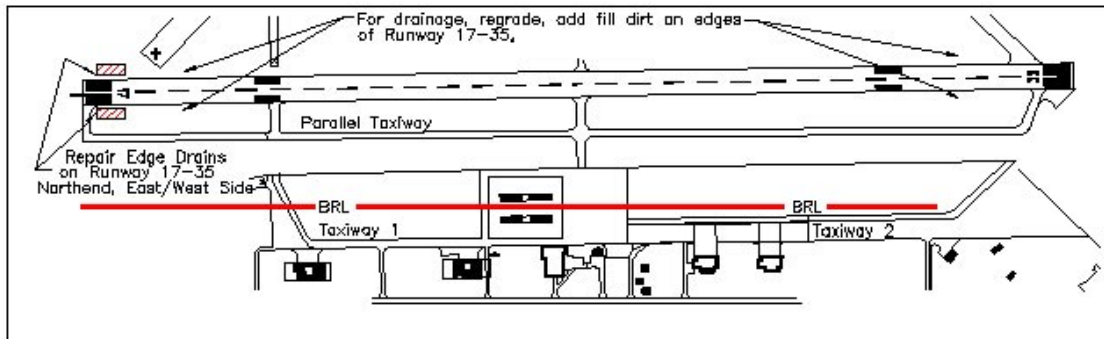


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ACIP COST ESTIMATE

AIRPORT	Coffeyville Municipal Airport	LOCAL PRIORITY	2	UPDATED	1/11/2011
WORK ITEM	Regrade and fill drainage structure areas along runway 17-35			Identify FY that you desire to construct	2013

SKETCH:



COST ESTIMATE:

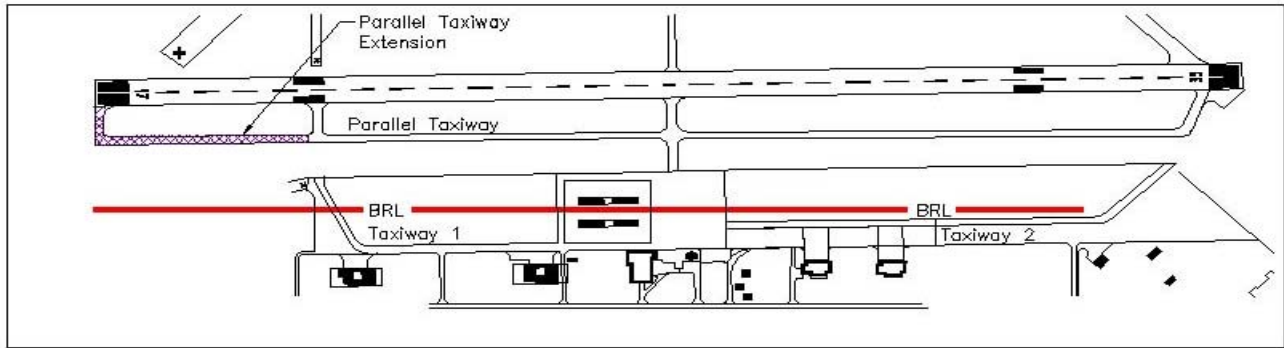
Item No.	Description	Quantity	Unit	Unit Price	Local Cost (5%)	FAA Cost (95%)	Amount
1	Grading and installing fill	42,000	C.Y.	\$6.60	\$13,860.00	\$263,340.00	\$277,200.00
CONSTRUCTION SUBTOTAL					\$13,860.00	\$263,340.00	\$277,200.00
Administration, Legal, Engineering, Testing & Inspection (20%)					\$2,772.00	\$52,668.00	\$55,440.00
PROJECT TOTAL					\$16,632	\$316,008	\$332,640

ACIP DATA SHEET

ACIP DATA SHEET

AIRPORT	Coffeyville Municipal Airport	LOCID	CFV	LOCAL PRIORITY	3
PROJECT DESCRIPTION	Parallel Taxiway Extension			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	2014

SKETCH:



JUSTIFICATION: The extension of the parallel taxiway to the end of Runway 17 is needed to prevent back taxiing on the runway. It also coincides with the Airport Layout Plan for the future development of the North area.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (95%)	\$789,344	State	\$0	Local (5%)	\$41,544	Total	\$830,889
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SPONSOR'S VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or point mouse over each date box for more information)

- 2011** - Date of approved ALP with project shown
#(307-312) - Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (307-312) in Order 1050.1E
 - Date of land acquisition or signed purchase agreement
 - Date of pavement maintenance program
 - Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
 - Apron sizing worksheet (for apron projects)
 - Revenue producing facilities (for fuel farms, hangers, etc.)
 - Date statement submitted for completed airside development
 - Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

FAA Verification: (initial/date)

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Alec Hendryx TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$



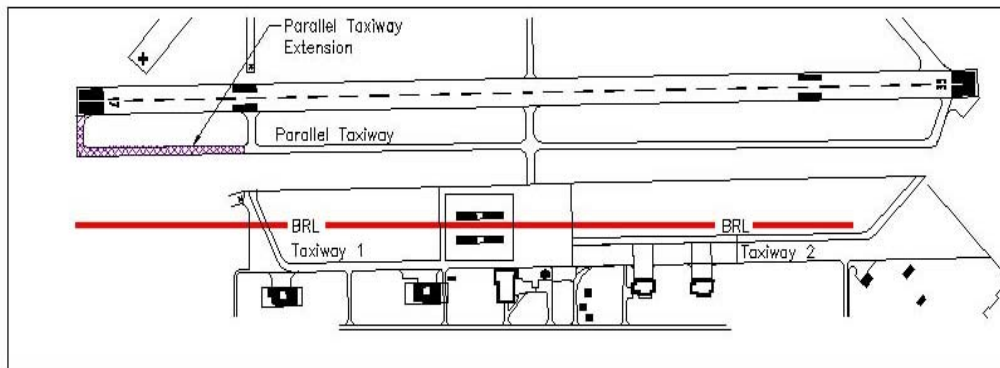
REQUEST FOR FEDERAL ASSISTANCE
FEDERAL AVIATION ADMINISTRATION
CENTRAL REGION \ AIRPORTS DIVISION



ACIP COST ESTIMATE

AIRPORT	Coffeyville Municipal Airport	LOCAL PRIORITY	3	UPDATED	1/14/2008
WORK ITEM	Construct Parallel Taxiway Extension			Identify FY that you desire to construct	2014

SKETCH:



COST ESTIMATE:

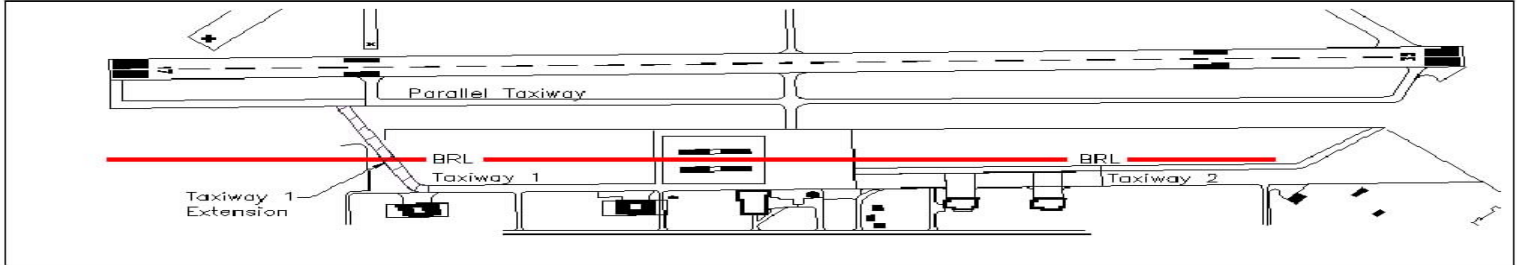
Item No.	Description	Quantity	Unit	Unit Price	Local Cost (5%)	FAA Cost (95%)	Amount
Parallel Taxiway Extension							
1	Mobilization	1	L.S.	\$23,452.00	\$1,172.60	\$22,279.40	\$23,452.00
2	Earthwork	2000	C.Y.	\$6.60	\$660.00	\$12,540.00	\$13,200.00
3	Fly ash Stabilized Subbase	6,381	S.Y.	\$5.00	\$1,595.25	\$30,309.75	\$31,905.00
4	Fly ash	312	Tons	\$45.70	\$712.92	\$13,545.48	\$14,258.40
5	Crushed Aggregate Base (4")	6381	S.Y.	\$13.20	\$4,211.46	\$80,017.74	\$84,229.20
6	P.C.C. Pavement (6")	6029	S.Y.	\$82.70	\$24,929.92	\$473,668.39	\$498,598.30
7	Underdrain (4" PVC perforated)	1500	L.F.	\$16.10	\$1,207.50	\$22,942.50	\$24,150.00
8	Outlet Structure	3	Each	\$871.50	\$130.73	\$2,483.78	\$2,614.50
CONSTRUCTION SUBTOTAL					\$34,620.37	\$657,787.03	\$692,407.40
Administration, Legal, Engineering, Testing & Inspection (20%)					\$6,924.07	\$131,557.41	\$138,481.48
PROJECT TOTAL					\$41,544	\$789,344	\$830,889

ACIP DATA SHEET

ACIP DATA SHEET

AIRPORT	Coffeyville Municipal Airport	LOCID	CFV	LOCAL PRIORITY	4
PROJECT DESCRIPTION	North Taxiway Extension (Taxiway 1)			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	2015

SKETCH:



JUSTIFICATION: Access to the north end of the runway from the north hangar area would allow for more efficient air traffic flow. North access is the most used direction for takeoff as the prevailing winds are from the south.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (95%)	\$430,087	State	\$0	Local (5%)	\$22,637	Total	\$452,724
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SPONSOR'S VERIFICATION:

For each and every project as applicable

Date (see instruction sheet or point mouse over each date box for more information)

- | | |
|------------|---|
| 2011 | - Date of approved ALP with project shown |
| #(307-312) | - Date of environmental determination (ROD, FONSI, CE), or cite CE paragraph # (307-312) in Order 1050.1E |
| | - Date of land acquisition or signed purchase agreement |
| | - Date of pavement maintenance program |
| | - Snow removal equipment inventory & sizing worksheet (for SRE acquisition) |
| | - Apron sizing worksheet (for apron projects) |
| | - Revenue producing facilities (for fuel farms, hangers, etc.) |
| | - Date statement submitted for completed airside development |
| | - Date statement submitted for runway approaches are clear of obstructions |

FAA USE ONLY

FAA Verification: (initial/date)

SPONSOR'S SIGNATURE: _____ DATE: _____

PRINTED NAME: Alec Hendryx TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

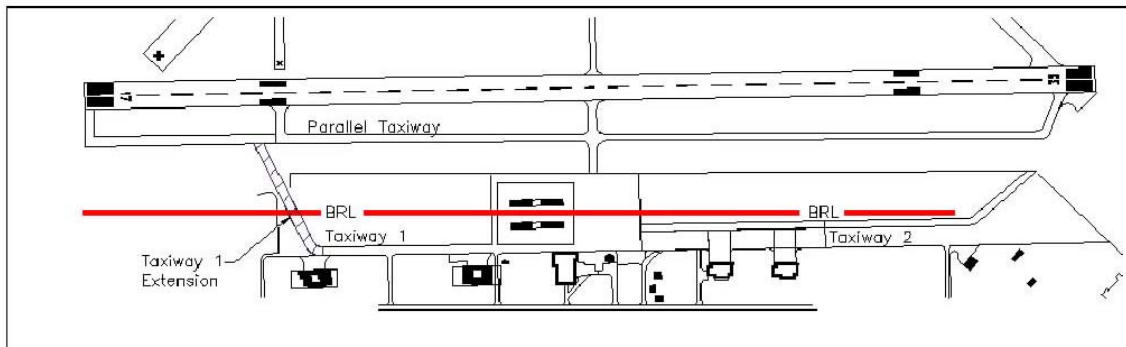
FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

ACIP COST ESTIMATE

AIRPORT	Coffeyville Municipal Airport	LOCAL PRIORITY	4	UPDATED	1/11/2011
WORK ITEM	Taxiway #1 Extension			Identify FY that you desire to construct	2015

SKETCH:



COST ESTIMATE:

Item No.	Description	Quantity	Unit	Unit Price	Local Cost (5%)	FAA Cost (95%)	Amount
Parallel Taxiway Extension							
1	Mobilization	1	L.S.	\$24,625.00	\$1,231.25	\$23,393.75	\$24,625.00
2	Earthwork	3052	C.Y.	\$6.60	\$1,007.16	\$19,136.04	\$20,143.20
3	Fly ash Stabilized Subbase	3052	S.Y.	\$5.00	\$763.00	\$14,497.00	\$15,260.00
4	Fly ash	150	Tons	\$45.70	\$342.75	\$6,512.25	\$6,855.00
5	Crushed Aggregate Base (4")	3052	S.Y.	\$13.20	\$2,014.32	\$38,272.08	\$40,286.40
6	P.C.C. Pavement (6")	2728	S.Y.	\$82.70	\$11,280.28	\$214,325.32	\$225,605.60
7	Outlet Structure	3	Each	\$871.50	\$130.73	\$2,483.78	\$2,614.50
8	Concrete Removal	2094	S.Y.	\$20.00	\$2,094.00	\$39,786.00	\$41,880.00
CONSTRUCTION SUBTOTAL					\$18,863.49	\$358,406.22	\$377,269.70
Administration, Legal, Engineering, Testing & Inspection (20%)					\$3,772.70	\$71,681.24	\$75,453.94
PROJECT TOTAL					\$22,636	\$430,087	\$452,724

January 25, 2011
ITEM # 1-2

To: Mayor and Commissioners

From: Scott Massman, Superintendent of Engineering

Subject: MANSION ESTATES NO. 2, FINAL CHANGE ORDER NO. 1
FINAL PAY ESTIMATE.

Recommendation: Award final pay estimate and final change order for Mansion Estates No. 2 improvements as stipulated by plans prepared by Professional Engineering Consultants, P.A. of Pittsburg Kansas entitled "IMPROVEMENTS IN BLOCK 1 AND 2 MANSION ESTATES NO. 2 SITE GRADING AND PAVING OF MAGNOLIA STREET" dated August 9, 2010 to Muller Construction, Inc.

Discussion: The City of Coffeyville awarded Muller Construction Company, Inc a contract for the site development of Mansion Estates No. 2 and the construction of Magnolia Street on the east side of South Walnut Street. The contract called for extensive earth moving and grading, as well as the construction of a concrete street. Substantial completion has been accomplished leaving a small amount of items remaining on a punch list.

The original contract price was \$288,276.30. Several items as listed in the change order have been deducted from the original contract resulting in a \$16,726.00 decrease. The two larger items deducted were the installation of 1205 feet of electric conduit for \$9,331.00 and 1205 square yards of Geogrid Reinforcement valued at \$6,627.50. The Geogrid Reinforcement was not installed because the base rock (AB3) was tested and was found to be acceptable base material.

Staff recommends approval of a final payment for this project, to Muller Construction, Inc., for the total contract amount sum of \$271,550.30.

Cc: Jeffery D. Morris, City Manager

RESOLUTION NO. R-11-10

A RESOLUTION TO APPROVE THE FINAL CHANGE ORDER NO. 1, TO MULLER CONSTRUCTION, INC., IN THE ADJUSTED TOTAL AMOUNT OF CONTRACT OF \$271,550.30, FOR SITE DEVELOPMENT IMPROVEMENTS AS BUILT ON MANSION ESTATES NO 2, AS STIPULATED ON PLANS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, P.A. OF PITTSBURG KANSAS, ENTITLED "IMPROVEMENTS IN BLOCK 1 AND 2 MANSION ESTATES NO. 2 SITE GRADING AND PAVING OF MAGNOLIA STREET" DATED AUGUST 9, 2010.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk are hereby authorized to approve final change order No. 1 to Muller Construction Inc., in the adjusted total contract amount of \$271,550.30 for site development improvements located in Mansion Estates No. 2 situated on the east side of Walnut Street including the construction of Magnolia Street, as stipulated on the plans prepared by Professional Engineering Consultants, P.A. of Pittsburg Kansas entitled "Improvements in Block 1 and 2 Mansion Estates No. 2 Site Grading and paving of Magnolia Street" dated August 9, 2010.

ADOPTED THIS 25th DAY OF JANUARY 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

CHANGE ORDER

Order No. Final

Date: 1/4/11

PEC Project No. 334-10E24-3728

Agreement Date: 10-06-2010

NAME OF PROJECT: Mansion Estates No.2 – Site Grading and Paving of Magnolia Street

OWNER: City of Coffeyville, Kansas

CONTRACTOR: Muller Construction, Inc.

Changes are hereby made to the CONTRACT DOCUMENTS as described below and detailed on attached sheet:

1. Deduct from Original Plans & Specifications on bid item #11, Geogrid Reinforcement. The road base was tested and acceptable so it was determined that the Geogrid Reinforcement would not be needed. Reduction in Cost = 1205 S.Y. @ \$5.50 = (\$6,627.50).
2. Deduct from Original Plans & Specifications on bid item #13, Concrete Pavement (6" Uniform). Final Quantity is based on field measurements of constructed facilities. The reduction of 5.0 S.Y. is less than a 1.0% variance from the designed bid quantity Reduction in Cost = 5 S.Y. @ \$32.00 = (\$160.00).
3. Deduct from Original Plans & Specifications on bid item #16, 4" Concrete Sidewalk. Final Quantity is based on field measurements of constructed facilities. The reduction of 13.5 S.Y. is less than a 3.0% variance from the designed bid quantity. Reduction in Cost = 13.5 S.Y. @ \$45.00 = (\$607.50).
4. Deduct from Original Plans & Specifications on bid item #19, 2 ½" Electrical Conduit. The contractor did not perform this bid item. The city opted to install the electrical conduit themselves. Reduction in Cost = 1,205 L.F. @ \$7.75 = (\$9,331.00).

Change to BID PRICE

CONTRACT BID PRICE: \$288,276.30

The CONTRACT PRICE due to this CHANGE ORDER will be DECREASED by: \$16,726.00

The CONTRACT PRICE after this CHANGE ORDER will be: \$271,550.30

CONTRACT TIME:

CONTRACT TIME:

90 Calendar Days To Substantial
Completion And 120 Calendar Days
to Final Completion

The CONTRACT TIME due to this CHANGE ORDER will be

UNCHANGED

The CONTRACT time after this CHANGE ORDER will be:

90 Calendar Days To Substantial
Completion And 120 Calendar Days
to Final Completion

Approved by: _____ City of Coffeyville

Prepared by: _____ P.E.C., P.A.

Requested by: _____ Muller Construction, Inc.

EXPLANATION OF QUANTITY/COST OVERRUNS AND UNDERRUNS

Cottleyville Mansion Estates No. 2 - Site Grading and Paving
Project No. - 334-10E24-3728

BASE BID ITEM	UNIT	UNIT COST (Bid)	UNIT COST (Final)	BID QUANTITY	FINAL QUANTITY	QUANTITY VARIANCE	ORIGINAL TOTAL COST	FINAL TOTAL COST	COST VARIANCE	EXPLANATION
1 Mobilization	L.S.	\$ 5,000.00	\$ 5,000.00	1	1.00	0.00	\$ 5,000.00	\$ 5,000.00	\$ -	
2 Contractor Construction Staking	L.S.	\$ 3,850.00	\$ 3,850.00	1	1.00	0.00	\$ 3,850.00	\$ 3,850.00	\$ -	
3 Removal of Existing Structure	L.S.	\$ 5,000.00	\$ 5,000.00	1	1.00	0.00	\$ 5,000.00	\$ 5,000.00	\$ -	
4 Site Restoration/Seeding	L.S.	\$ 11,500.00	\$ 11,500.00	1	1.00	0.00	\$ 11,500.00	\$ 11,500.00	\$ -	
5 Erosion Control	L.S.	\$ 22,375.00	\$ 22,375.00	1	1.00	0.00	\$ 22,375.00	\$ 22,375.00	\$ -	
6 Traffic Control	L.S.	\$ 1,200.00	\$ 1,200.00	1	1.00	0.00	\$ 1,200.00	\$ 1,200.00	\$ -	
7 Site Grading (Excavation)	C.Y.	\$ 4.00	\$ 4.00	9,324	9,324.00	0.00	\$ 37,296.00	\$ 37,296.00	\$ -	
8 Site Grading (Embankment)	C.Y.	\$ 4.50	\$ 4.50	13,188	13,188.00	0.00	\$ 59,346.00	\$ 59,346.00	\$ -	
9 Contractor Finish (Embankment)	C.Y.	\$ 9.50	\$ 9.50	3,863	3,863.00	0.00	\$ 36,698.50	\$ 36,698.50	\$ -	
10 Aggregate Base (4" Clean)(6")	S.Y.	\$ 8.50	\$ 8.50	1,205	1,205.00	0.00	\$ 10,242.50	\$ 10,242.50	\$ -	
11 Geogrid Reinforcement	S.Y.	\$ 5.50	\$ 5.50	1,205	0.00	-1,205.00	\$ 6,627.50	\$ -	\$ (6,627.50)	Quantity Under-run-The road base was acceptable so it was determined that Geogrid Reinforcement was not needed
12 2'x6 Curb and Gutter	L.F.	\$ 17.85	\$ 17.85	668	668.00	0.00	\$ 11,923.80	\$ 11,923.80	\$ -	
13 Concrete Pavement (6" Uniform)(AE)	S.Y.	\$ 32.00	\$ 32.00	834	829.00	-5.00	\$ 26,688.00	\$ 26,528.00	\$ (160.00)	Quantity Under-run - Field Measurements were less than 1.0% variance from design bid quantity
Concrete Valley Gutter	S.Y.	\$ 35.00	\$ 35.00	115	115.00	0.00	\$ 4,025.00	\$ 4,025.00	\$ -	
Concrete Flume	S.Y.	\$ 59.00	\$ 59.00	219	219.00	0.00	\$ 12,921.00	\$ 12,921.00	\$ -	
16 4" Concrete Sidewalk	S.Y.	\$ 45.00	\$ 45.00	481	467.50	-13.50	\$ 21,645.00	\$ 21,037.50	\$ (607.50)	Quantity Under-run - Field Measurements were less than 3.0% variance from design bid quantity
17 6" Concrete Wheel Chair Ramp	S.Y.	\$ 59.00	\$ 59.00	13	13.00	0.00	\$ 767.00	\$ 767.00	\$ -	
18 Detectable Warning Pavers	S.F.	\$ 46.00	\$ 46.00	40	40.00	0.00	\$ 1,840.00	\$ 1,840.00	\$ -	
19 2-1/2" Electrical Conduit	L.F.	\$ 7.75	\$ 7.75	1,204	0.00	-1,204.00	\$ 9,331.00	\$ -	\$ (9,331.00)	Quantity Under-run-Contractor did not perform this work city opted to install electrical conduit
TOTALS							\$ 286,276.30	\$ 271,550.30	\$ (16,726.00)	

Memorandum

To: City Commissioners
CC: Jeff Morris, Stephanie Richardson, Cindy Price
From: Chris Felix, IT Manager
Date: 1/20/2011
Re: Copier Purchase for the Coffeyville Power Plant

Last year during budget meetings, the electric department budgeted for a new copier for the Power Plant.

The current copier is starting to show its age. It is well over 9 years old and really doesn't keep up with the pace it used to.

It also doesn't have some of the standard features of today's copy machines. It does not contain an auto document feeder, so multipage copies have to be done one by one.

It also does not allow staff to scan documents.

Staff sought out bids for a replacement machine. Attached to the staff report are those bids.

We are recommending that we purchase the copier from Digital Connections, Inc. for the price of \$3,356.

In addition we will also add this machine to the maintenance contract we currently have in place for the copier here at City Hall. The maintenance contract covers labor, maintenance and supplies. It is billed monthly based on print counts; \$.065 for color / \$.008 for black and white.

RESOLUTION NO. R-11-11

A RESOLUTION TO PURCHASE A COPY MACHINE FOR THE POWER PLANT.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS that the Finance Director be and is hereby authorized to issue a purchase order to Digital Connections for the purchase of a copier for the Power Plant at a cost of \$3,356 and to add this copier to the maintenance contract currently in place for the copier at City Hall..

ADOPTED THIS 25TH DAY OF JANUARY.

Alec Hendryx, Mayor

Cindy Price, City Clerk

January 13, 2011
Proposal Prepared for City of Coffeyville
Coffeyville, Kansas

Thank you for allowing Digital Connections, Inc. the opportunity to bid on your copier needs. I have constructed the following proposal for your consideration.

1-New Lanier LD520c Full Color Digital Imaging System (Includes 20 cpm, RADF, Unlimited Duplexing, and Two Paper Trays)

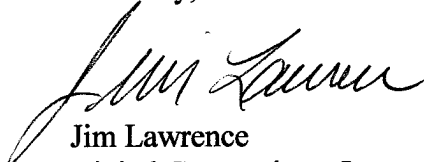
Retail Price	\$ 6,360.00
Less Discounts	<u>\$ 2,995.00</u>
Cash Price	\$ 3,365.00

36 month lease @ 99.27 per month

A purchase from Digital Connections, Inc. is more than just a purchase of office equipment from a Sales Representative, it is a purchase from an Owner of the company. Our team at Digital Connections, Inc. is dedicated to giving local, factory trained technical support. Quick, reliable, and professional service is our #1 priority.

Thank you again for considering Digital Connections, Inc. as your copier service vendor. Please feel free to contact our office if you have any questions in your decision-making process. I look forward to continuing our business relationship.

Sincerely,



Jim Lawrence
Digital Connections, Inc.

DIGITAL CONNECTIONS, INC.

112 E. 11th Street
Coffeyville, KS 67337
Phone 620-251-1029
Fax: 620-251-1029
digicon@digicon.kscoxmail.com

23250 SW 300 Road
Colony, KS 66015
Phone: 620-852-3400

All Inclusive Maintenance Agreement

This contract includes all parts, labor, toner, drum, and supplies to run an unlimited amount of copies per month. Maintenance Agreement billed monthly on a per copy basis at 6.5 cents per Color copy and at .008 cents per Black & White copies.

Exclusions

Exclusions to this contract are paper, staples, covers, doors, hinges, trays, glass, and any damage not caused by normal wear or acts of God including, but not limited to flood, fire, electrical fault, negligence and abuse.

This contract is in effect for three years from 08-10-10 and is only cancelable at that time by either party.

EQUIPMENT COVERED UNDER THIS AGREEMENT

Model Lanier LD550c
Serial # V1305201089

Location Administration
Beg. Meter Color 0
Beg. Meter Black 0

Model Lanier LD520c
Serial # _____

Location Power Plant
Beg. Meter Color 0
Beg. Meter Black 0

Customer: City of Coffeyville
Address: P.O. Box 1629
City, State: Coffeyville, KS 67337

Digital Connections Inc.
112 E. 11th Street
Coffeyville, KS 67337

Signed: _____
Title: _____

Signed: _____
Digital Connections Inc.

Date: _____

Date: _____

COLOR DIGITAL IMAGING SYSTEM



LANIER

LD520C1

Black & White versatility with a color advantage

*Create all your critical business documents in full-color and black & white
—and take advantage of highly affordable multifunctional performance*



LANIER

COLOR DIGITAL IMAGING SYSTEM

LD520CL

Affordable Multifunctional Color

With the LANIER® LD520CL, cost-conscious users can produce outstanding black & white documents and add affordable, yet eye-catching color, when they need it most. Never before has a MFP this small had so much to offer. For all your critical workflows, the LD520CL helps you meet your deadlines, communicate with your customers and stay ahead of the competition.

Improve Workflow Efficiency

Get outstanding productivity and lower total cost of ownership.

- Print presentations, PDFs, Web pages and reports at speeds up to 20 pages-per-minute for full-color or black & white documents.
- Save money immediately. Enjoy a low black & white cost-per-page and an extremely competitive color cost-per-page that reduce the need for outsourcing.
- Get every page quickly. The system is ready in 25 seconds and makes its first black & white copy in 6.5 seconds and 9.5 seconds for full-color.

Small Footprint, Flexible Features

Complete a variety of jobs, all with one compact system.

- Conserve floor space. The LD520CL offers one of the smallest footprints in its class, even when fully configured.
- Print and copy strategic plans, training materials, market research papers and other documents with 600 dpi resolution.
- Distribute sales updates to remote offices quickly and easily with Super G3 faxing and 150 Quick Dials. Or use LAN faxing to send faxes without leaving your desk.
- Scan spreadsheets, drawings and other large originals up to 11" x 17".

Unmatched Media Handling

Enjoy paper handling capabilities that exceed your expectations.

- Print and copy spreadsheets, newsletters and other documents that require 11" x 17" paper. Or use the Bypass Tray for full-bleed output of proofs and design layouts up to 12" x 18".
- Optimize productivity with a total paper capacity up to 1,600 sheets and a standard 50-Sheet Automatic Reversing Document Feeder.
- Create postcards, posters and covers for handouts with thick or unique paper. Tray One and the Bypass Tray both accept paper weights up to 140 lb. Index.
- Reduce paper consumption and filing space with standard duplexing.

Easy Workflow Management

- Take advantage of remote management. Monitor system details, settings, machine usage information and supply status from a standard Web browser.
- Track color consumption with user codes to eliminate the risk of abuse.



www.lanier.com

Bringing Lanier Value to Your Organization
Lanier technology offers a diverse portfolio of solutions to help your organization stay competitive and move ahead. Let Lanier show you how to empower your business to improve critical processes, keep information secure, ensure compliance and promote environmental sustainability while reducing the total cost of ownership.

Lanier, Five Dedrick Place, West Caldwell, NJ 07006
©2008 Lanier is a registered trademark of Ricoh Americas Corporation. All other trademarks are the property of their respective owners. Print speed may be affected by network, application or PC performance. Specifications and external appearances are subject to change without notice. Products are shown with optional features.

Printed in U.S.A. on recycled paper.

L2797

ENGINE/COPIER SPECIFICATIONS

Configuration	Console
Scanning Element	One-dimensional solid scanning through CCD
Printing Process	Dry Electrostatic Transfer System, Dual Component Magnetic Brush Development System; 4-Drum Method
System Memory	512 MB (std./max.) Shared
Document Feeder	Standard 50-Sheet ARDF
Copy Resolution	600 x 600 dpi
Quantity Indicator	1-999
Original Type	Sheet/Book
Original Size	Up to 11" x 17"
Copy Size	5.5" x 8.5" to 11" x 17"
Warm-Up Time	25 seconds
First-Copy Speed	6.5 seconds BW; 9.5 seconds Full-Color
Continuous Copy Speed	20 copies-per-minute (LTR)
Recovery Time (from Auto Off)	7 seconds
Power Source	120V, 60Hz
Standard Paper Capacity	250 Sheets x 2 Trays; 100-Sheet Bypass Tray
Optional Paper Capacity	500 Sheets x 2 Paper Bank or 500 Sheets x 1 Paper Bank (Maximum - 1,600 Sheets)
Paper Size	Standard Tray 1 and Tray 2: 7.25" x 10.5" to 11" x 17" Custom Paper Size (Tray 1 and Tray 2): 5.83" x 7.17" to 17" x 11.69" Bypass Tray: 5.83" x 3.55" to 23.62" x 12"
Paper Weight	Standard Tray #1: 16 - 68 lb. Bond/140 lb. Index (60 - 256 g/m²); Standard Tray #2: 16 - 45 lb. Bond/90 lb. Index (60 - 169 g/m²); Bypass Tray: 14- 68 lb. Bond/140 lb. Index (52 - 256 g/m²); Duplex Unit: 16 - 28 lb. Bond (60 - 105 g/m²)
Preset Ratios	25%; 50%; 65%; 78%; 93%; 121%; 129%; 155%; 400%
Zoom	25% to 400% in 1% increments
Copier Features	100% Duplex Productivity, Auto Color Calibration, Auto Paper Selection, Auto Reduce/Enlarge, Auto Tray Switching, Combine Copy (2-in-1, 4-in-1), Electronic/Rotate Sort (BW only), Image Rotation, Photo Mode, Series Copy (BW only), User Codes (50)
Dimensions (WxDxH)/Weight	23.1" x 25.8" x 33.3" (587 x 655 x 845 mm) /220 lbs.

PRINTER SPECIFICATIONS (STANDARD)

Print Speed	20 ppm
CPU	RM5231A - 400MHz
Standard Interfaces	Ethernet (10Base-T/100Base-TX), USB 2.0, USB Host I/F
Network Protocol	TCP/IP (IPv4, IPv6), IPX/SPX
Operating Systems	Windows® 2000/XP/Vista/Server 2003/Server 2008, IBM iSeries AS/400 - using OS/400 Host Print Transform
Page Description Languages	Standard: RPCS; Optional: PCL5c, PCL6
Print Resolution	600 x 600 dpi
Fonts	Standard: 4 Arial Fonts; Optional: 45 Intellifonts; 13 International Fonts, 6 Bitmap
Utilities	SmartDeviceMonitor for Admin and Client, Web SmartDeviceMonitor, Web Image Monitor
Printer Features	Automatic Tray Select, Classification Codes, CLP Color Simulation, Envelope Printing, Layout (N-up), Poster, Unauthorized Copy Control, Watermarks

SCANNER SPECIFICATIONS (TWIN) (STANDARD)

Scanner Resolution	Up to 1200 dpi
Scan Area	Up to 11" x 17"
Standard Interfaces	10Base-T/100Base-TX
Protocol	TCP/IP

FACSIMILE SPECIFICATIONS (STANDARD)

Circuit	PSTN, PBX
Compatibility	ITU-T G3 (CCITT)
Resolution	200 x 200/100 dpi
Compression Method	MH, MR, MMR, JBIG
Modem Speed	33.6 Kbps with Auto Shift Down
Transmission Speed	G3: 3 seconds-per-page (MMR Compression) G3: 2 seconds-per-page (JBIG Compression)
Memory (SAF)	4 MB (approx. 320 pages)*
Memory Backup	1 Hour
Auto Dials	150 Numbers, including 32 Quick Dials
Group Dials	10 Groups
Facsimile Features	Duplex Transmission, LAN Fax, Serial Broadcasting

*Based on ITU-T Test Chart #1 in standard mode.

ACCESSORIES

PB3070 One-Tray Paper Bank*	
Paper Capacity	500 Sheets x 1 Tray
Paper Size	7.25" x 10.5" to 11" x 17"
Paper Weight	16 to 28 lb. Bond (60 - 105 g/m²)
Dimensions (WxDxH)	21.7" x 20.5" x 5.4" (550 x 520 x 137 mm)
*Caster Table Type B required.	
PB3030 Two-Tray Paper Bank	
Paper Capacity	500 Sheets x 2 Trays
Paper Size	7.25" x 10.5" to 11" x 17"
Paper Weight	16 to 28 lb. Bond (60 - 105 g/m²)
Dimensions (WxDxH)	21.7" x 20.5" x 10.7" (550 x 520 x 271 mm)
Side Tray Type C2550	
Paper Capacity	50 Sheets
Paper Size	5.5" x 8.5" to 11" x 17"
Paper Weight	16 to 28 lb. Bond (60 - 105 g/m²)
Dimensions (WxDxH)	18.9" x 18.9" x 6.7" (480 x 480 x 170 mm)

ADDITIONAL OPTIONS

Inner One-Bin Tray BN3060, Handset Type 1018, Printer Enhance Option Type C2530, Copy Data Security Unit Type F, Camera Direct Print Card Type E, Optional Counter Interface Unit Type A, Key Counter Bracket Type H, FAC43 Cabinet, Caster Table Type B

CONSUMABLES*

Black Toner Cartridge	10K
Cyan, Magenta, & Yellow	5.5K

*Toner yields based on 5% coverage.

For maximum performance and yield, we recommend using genuine Lanier parts and supplies.



SHOPPING CART

Today's Date : 1/19/2011 8:10:36 PM

Contract: KS - STATE OF KANSAS (WSCA/NASPO) (12441)

Product availability and product discontinuation are subject to change without notice. The prices in this shopping cart are valid for 30 days from the date above. If you do not wish to place this order electronically, please include this form when submitting your purchase order.

Show address and comment fields. Use the File - Print option to print this form for your future reference.

Items/description	Part no	Unit price	Qty	Ext price
HP Color LaserJet CM6040f MFP	Base	\$7,873.50	1	\$7,873.50
HP Color LaserJet CM6040f MFP	Q3939A#BCC	\$7,873.50		
In the box:				
CD Assembly (Driver/User Guide),				
Digital Sending Software (DSS) Trial				
Version CD, Getting Started Guide, Wall				
Poster with Helpful Tips, Telephone				
Support Flyer, Power Cords, Control				
Panel Overlays, Cyan, Magenta, Yellow				
and Black Toner Cartridges				
Cable included?				
No, please purchase USB cable				
separately (see accessories below)				
Energy Star® Compliant				
Yes				
All-in-One functions				
Color printing, color copying, color digital				
sending				
Print speed, black/color				
Up to 40 ppm / Up to 40 ppm				
Print quality				
Up to 1200 x 600 dpi				
Recommended print volume				
8,000 to 15,000 pages/month				
Paper trays (std/max)				
Tray 1 holds 100 sheets, Tray 2 holds				
250 sheets, Tray 3 holds 250 sheets / 5				
ADF capacity				
Standard, 50 sheets				
Input capacity (std/max)				
Up to 100 sheets; (Tray 2 and 3: up to				
500 sheets; Tray 4: up to 2100 sheets) /				
Tray 1, Tray 2 and 1 x 500 input = 1100				
sheets; Tray 1, 2 and 3x500 input = 2100				
sheets				
Output capacity (std/max)				
Up to 500 sheets/ Up to 2150 sheets				
with 3 Bin Stapler/Stacker (A4/letter), up				
to 1050 sheets (Long media); Up to				
2550 with Bin Stapler/Stacker/Booklet				
Maker (A4/ltr) or 1000 sheets (long				

media) in the 2 stacking bins up to 25
pages in the booklet maker

Media sizes

letter, letter-R, legal, executive, tabloid,
envelopes (No. 10, Monarch); Tray 2, 3,
4: letter, letter-R, legal, executive, 8.5 x 13
in, tabloid

Copier speed, black

ADF - 40 cpm; Flatbed - 40 cpm

Copier speed, color

ADF - 40 cpm; Flatbed - 40 cpm

Copy resolution

Up to 600 x 600 dpi

Fax speed

13 sec per page

Fax resolution

Up to 300 x 300 dpi (Recv can support
400x400)

Color scanning

Yes

Scan resolution

Up to 600 dpi

Digital sending

B and W and Color Scan, Scan to Folder,
Scan Direct to email server, Send to
Email, Analog Fax, LDAP Email
Addressing. Authentication includes
Windows Negotiated, Group 1 and 2 PIN
Authentication, LDAP Authentication, and
Authentication Manager

Processor

835 MHz

Memory (std/max)

512MB / 1GB

Connectivity, standard

External Ports: one open EIO slot, one
Fax, one Device USB 2.0, two Host USB
2.0, one FIH, one 10/100/1000 LAN

Standard paper handling accessories

Up to 100 sheets; (Tray 2 and 3: up to
500 sheets; Tray 4: up to 2100 sheets) /
Up to 500 sheets

Warranty

One-year, next business day on-site
warranty

Subtotal: \$7,873.50

The terms and conditions of the KS - STATE OF KANSAS (WSCA/NASPO) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this form was created, go to:
<http://gem.compaq.com/gemstore/entry.asp?SiteID=11932>

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no

Purchase Pricing PROPOSAL



Presented to COFFEYVILLE, CITY OF

By Derek Davis

On 1/14/2011

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7120PT	(WC7120P PRINTER/TRAY) - Scanning Options Kit	Purchase Price: \$5,147.00	- Xerox DCCS50 S/N FU2002850 Trade-In - Hewlett Packard Color Lasrjt 8550mfp Trade-In to Xerox	1/28/2011

Maintenance Pricing

Item	Monthly Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7120PT	\$0.00	1: Meter 1 2: Meter 2	All Prints All Prints	\$0.0129 \$0.0990	- Term: 12 Months - Consumable Supplies Included for all prints
Total	\$0.00	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of COFFEYVILLE, CITY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.

Pricing is subject to credit approval and is valid until 2/13/2011.

For any questions, please contact me at (316)771-7428



Lease Pricing PROPOSAL



Presented to COFFEYVILLE, CITY OF

By Derek Davis

On 1/14/2011

Negotiated Contract : 072433500

Solution			
Item	Product Description	Agreement Information	Trade Information
1. W7120PT (WC7120P PRINTER/TRAY)	- Scanning Options Kit	Lease Term: 36 months Purchase Option: FMV	- Xerox DCCS50 S/N FU2002850 Trade-In - Hewlett Packard Color Lasrjt 8550mfp Trade-In to Xerox
			1/28/2011

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7120PT	\$135.27	1: Meter 1 2: Meter 2	All Prints All Prints	\$0.0099 \$0.0890	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$135.27	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of COFFEYVILLE, CITY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.

Pricing is subject to credit approval and is valid until 2/13/2011.

For any questions, please contact me at (316)771-7428



DATE: 01/25/2011

ITEM #: I-4

TO: Mayor and City Commission
FROM: Gene Ratzlaff, Director of Electric Utilities
SUBJECT: Spill Prevention Control and Countermeasure Plan (SPCC) Update

DISCUSSION:

The United State Environmental Protection Agency (U.S. EPA) SPCC Rule includes requirements for oil spill preventions, preparedness, and response to prevent oil discharges to navigable waters and adjoining shorelines. The rule requires specific facilities to prepare, amend, and implement SPCC Plans. The SPCC Plan rule is part of the *Oil Pollution Prevention Regulation*, which also includes the *Facility Response Plan Rule*.

The rules applies to facilities which store petroleum materials in excess of 1,320 gallons above ground, facilities which store above ground less than 1,320 gallons of petroleum material, but have a single container greater than 660 gallons, and/or facilitates which store greater than 42,000 gallons of petroleum materials underground.

Petroleum storage at our facilities is greater than the above ground limits, therefore a Spill Prevention Control and Countermeasure Plan is required.

Regulations state the plan must be updated every five years, or, if modifications or improvements to existing sites alter the active SPCC Plan.

Improvements and modifications have been made to our facilities, with the addition of the Black Start Diesel Complex.

Staff obtained proposals from three engineering firms to update the SPCC Plan;

Allgeier, Martin and Associates	\$14,000.00
SEGA Engineering, Inc.	\$21,900.00
Trinity Consultants	\$ 5,600.00

Staff has evaluated each of the three proposals, and taken into consideration that Trinity Consultants provided the service of developing the Storm Water Pollution Prevention Plan for the City of Coffeyville Electric Utility in 2009.

Recommendation:

Staff recommends the Mayor and City Clerk be authorized to execute an engineering services agreement with Trinity Consultants for \$ 5,600.00, to update the Spill Prevention Control and Countermeasure Plan for the Electric Utility.

RESOLUTION NO. R-11-12

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH TRINITY CONSULTANTS TO UPDATE THE SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute an Engineering Services Contract with Trinity Consultants at a cost not to exceed \$5,600 to update the Spill Prevention Control and Countermeasure Plan for the City of Coffeyville Electric Utility.

ADOPTED THIS 25TH DAY OF January 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



WORK AUTHORIZATION

Trinity Proposal #: 101701.0196

Date: November 16, 2010,
Revised 12/13/2010

Contract/MSA #: _____

Project # and Title: Update SPCC Plan

Consultant: TRINITY CONSULTANTS, INC.
9777 Ridge Drive, Suite 380
Lenexa, KS 66219
(913) 894-4500

Don Gansert
dgansert@trinityconsultants.com

Client: COFFEYVILLE MUNICIPAL POWER PLANT
605 Santa Fe
Coffeyville, KS 67337
(620) 252-6100

David Hanna
dhanna@coffeyville.com

Budget: \$5,600 bid on a time and materials basis. Estimated costs include all labor, reproduction, quality control, computer, communication and one day on-site.

Scope of Work: Trinity Consultants (Trinity) will update and PE stamp the Spill Prevention Control and Countermeasure (SPCC) Plan provided by the Coffeyville Municipal Power Plant (Coffeyville). Trinity will perform a half-day site visit to confirm existing information and gather additional information as needed to update the SPCC Plan. Based on Trinity's 2009 visit for the SWPP Plan, technical amendments are required which include the addition of the Black Start Generator 25,000 gallon diesel storage tank, the Black Start Generator day tank, removal of the oil-filled circuit breakers in the substation, removal of the oil storage in the PCB shed, relocation and additional transformers to the new concrete-padded transformer storage area, the addition of 55-gallon drums in the power plant building and any container of 55 gallons or more that are required to be included in the plan. Trinity will prepare two (2) original PE stamped copies of the final SPCC Plan and an electric copy for Coffeyville's records.

Terms and Conditions: The terms and conditions attached constitute a part of this Agreement unless superseded by an executed Master Service Agreement and/or Contract previously signed by Client and Consultant.

Coffeyville Municipal Power Plant Client hereby authorizes Consultant to start services upon receipt of this Authorization. Client agrees to reimburse Consultant in accordance with the monthly invoices.

COFFEYVILLE MUNICIPAL POWER PLANT

Client

TRINITY CONSULTANTS, INC.

Consultant

Client Representative Signature

Consultant Representative Signature

Client Representative

Don Gansert

Consultant Representative

Title

Managing Consultant

Title

Date

December 13, 2010

Date

STANDARD TERMS AND CONDITIONS

- (1) Acceptance This order, of which these terms and conditions are an integral part, shall become a binding contract when accepted by Client's acknowledgment of the commencement of performance hereof. No revisions to this order shall be valid unless in writing and signed by an authorized representative of Consultant; and no conditions stated by Client in accepting or acknowledging this order shall be binding upon Consultant unless expressly accepted in writing by Consultant.
- (2) Payment Compensation for Consultant's services to Client shall be payable for each project as stated in the Consultant's Price Schedule. Invoices for services performed and not previously billed shall be submitted to Client monthly by Consultant. Payments are due thirty (30) days after invoice date. Any delinquent invoices may be subject to interest at the rate of eighteen per cent (18%) per annum. Payments to the Consultant shall be made as follows: Trinity Consultants, Inc., P.O. Box 972047, Dallas, TX 75397-2047, Attention: Accounts Receivable, collections@trinityconsultants.com. Consultant also accepts ACH payments as well as Visa, Mastercard and AMEX payments.
- (3) Changes Client shall have the right at any time to make changes in the drawings, designs, specifications, materials, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Billings to Client shall incorporate the effect of any such changes.
- (4) Assignments Any assignment of this Agreement, in whole or in part, or of any interest hereunder by one party without the other party's prior written consent shall be void.
- (5) Termination Except as otherwise provided in this Agreement, if either party breaches any material terms, conditions, or covenants of this Agreement and such breach continues for 15 days after notice thereof by the other party requiring that such breach be cured or corrected and stating its intention to terminate this Agreement if there is no cure or correction, then, in addition to all other rights and remedies of the non-breaching party, at law or in equity or otherwise, this Agreement shall be terminated at the expiration of such 15-day period if there has been no cure or correction. If this Agreement is terminated under said conditions, Consultant shall be entitled to payment, within 15 days of such termination, for all services rendered and products produced by Consultant, as well as reimbursement for all costs incurred theretofore incurred by Consultant for the benefit of Client, through the effective date of such termination and for services utilized to complete the termination of the Agreement after the effective date of the termination.
- (6) Software Licensing To the extent that Consultant delivers licensable software as part of this Agreement, Consultant will provide a license agreement for use of the software at the location or locations specified in the Scope of Work. Client shall agree to be bound by the Terms and Conditions of the license. Consultant shall retain the rights to all source code generated under the agreed scope of work.
- (7) Limitation on Liability Consultant hereby disclaims all warranties, expressed or implied, including (but not limited to) the implied, warranties of merchantability and fitness for a particular purpose. Consultant shall have no liability (a) beyond the aggregate amounts paid to Consultant if such liability arises out of a particular project, or under this Agreement otherwise, or (b) if the damage is covered by insurance, beyond the limits of the applicable insurance coverage; and any liability hereunder shall be solely to Client and not to any other person. Consultant will not be responsible or liable for any special, indirect, consequential or incidental damages arising out of such services of this agreement, whether such damages are suffered by client, any customer of client, or any other third party, even if Consultant has been advised of the possibility of such damages.

- (8) Excusable Delay To the extent any significant delay in Consultant's performance is caused by an act or omission on the part of Client or any of its Consultants or agents who are performing work in connection with this Agreement, an adjustment shall be made in the performance schedule and an adjustment of the price provisions of this Agreement shall be made to reflect any reasonable additional costs that Consultant must incur because of such delay, unless such delay caused by Client or its Consultants or agents resulted from any causes beyond its control. If Consultant is completely and permanently prevented from completing performance of its obligations by any of the events described above, Consultant shall be excused from any such further performance. All amounts previously paid to Consultant and all additional amounts then due, as if an invoice had been sent to Client on the date of the event for work completed by Consultant, shall belong to Consultant.
- (9) Nondisclosure During the term hereof and for three years following the stated expiration date of this Agreement, the party receiving confidential or proprietary information ("Receiving Party") ("Confidential Information") shall: (a) restrict disclosure of the Confidential Information solely to those of its employees and agents with a need to know, and not disclose it to other persons, (b) advise its employees and agents of the obligation of confidentiality hereunder, and (c) require its employees and agents to use the same degree of care as is required with its own Confidential Information, but in no event less than reasonable care. The Receiving Party shall have no obligation to preserve the confidentiality of any information which (a) was previously known to it free of any obligation to keep it confidential, (b) is distributed to third parties by the providing party without restriction, (c) is or becomes publicly available, by other than unauthorized disclosure by it or its employees or agents, or (d) is independently developed by it. It shall not be a breach of the confidentiality obligations hereof for the Receiving party to disclose Confidential Information where, but only to the extent that, such disclosure is required by law or applicable legal process, provided in such case, the Receiving Party shall (i) give the earliest notice practicable to the party disclosing the Confidential Information ("Disclosing Party") that such disclosure is or may be required and (ii) reasonably cooperate with the Disclosing Party in protecting the Confidential Information which must so be disclosed." Subject to the provisions hereunder, the obligation to maintain confidentiality shall expire one (1) year after termination of the agreement or relationship between both parties.
- (10) Work Product Supplied By Consultant Consultant may provide certain work product ("Work Product") to Client during the course of this Agreement for use by Client at its facility set forth in the corresponding Work Authorization or Contract Documents ("the Licensed Facility"). Client understands that such Work Product may not be reproduced by Client without Consultant's express written consent and may not be used by Client outside the Licensed Facility or otherwise distributed outside the Licensed Facility.
- (11) Waiver No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification is in writing and signed by the party against which it is sought to be enforced.
- (12) Insurance Consultant shall maintain (a) workers' compensation insurance to the extent required by applicable federal and state laws and regulations, including employer's liability insurance with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000, (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, and (c) automobile liability insurance (covering "hired" and "non-owned") with a limit of \$1,000,000 per occurrence.
- (13) Entire Agreement This document constitutes the entire agreement between Client and Consultant with respect to the subject matter hereof and is only superseded by a future fully executed Master Service Agreement or Contract.

JANUARY 25, 2011
ITEM # I-5

TO: MAYOR AND COMMISSIONERS

FROM: ANGIE NADEN

**RE: REHAB CONTRACT FOR NSP PROJECT AT 110 N. BUCKEYE –
CHANGE ORDER**

Discussion:

On August 24 the Commission approved a rehab contract in the amount of \$32,127 with DNA Construction on 110 N. Buckeye, which is a property owned by the City and all renovation is being funded through the Neighborhood Stabilization Grant Program. Once construction began, some items were identified that needed to be addressed during the renovation. These included the replacement of the electrical panel and upgrading the wiring, painting the trim and closet doors, replacing a closet door and installing door knobs on all doors, adding a range hood and trimming the tree in the front yard. Additionally, it was decided that a new driveway would improve the marketability of the house, so that was added as well.

The total cost of the change order is \$8,245. This will bring the total cost of the renovation project to \$40,372

Recommendation:

Staff recommends approval of the change order in the amount of \$8,245 to increase the renovation contract with DNA Construction on 110 N. Buckeye.

RESOLUTION NO. R-11-13

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CHANGE ORDER WITH DNA CONSTRUCTION FOR RENOVATION TO 110 N. BUCKEYE IN COFFEYVILLE.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a change order with DNA Construction to complete additional renovation work at 110 N. Buckeye, a property in the Neighborhood Stabilization Grant Program in Coffeyville, in the amount of \$8,245.

ADOPTED THIS 25th DAY OF JANUARY, 2011.

Alec Hendryx., Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

CHANGE ORDER

Request

CITY OF COFFEYVILLE, KANSAS

APPLICATION NO. _____

Change Order No. 1

Grant No. 09-NSP-014

OWNER: City of Coffeyville

CONTRACTOR: DNA Construction

ADDRESS: 110 N. Buckeye

REQUEST DATE: 1-25-11

In connection with the Contract between the Contractor and City of Coffeyville, dated Oct 14, 2010, for the rehabilitation of residential property at 110 N. Buckeye, the following change is ordered in accordance with CHANGES IN THE WORK, of the CONTRACT:

CHANGE IN DESCRIPTION

DOLLAR AMOUNT
(each item)

Tear out and install new concrete driveway	\$4,545.00
Trim tree and bushes in front of house	\$210.00
Install new 30" vent hood	\$120.00
Install 24" closet door	\$80.00
Bore interior doors and install new knobs	\$320.00
Paint all interior trim and doors	\$670.00
Install new 200 amp service and panel	\$1,500.00
Remove all old wire and pull new 12/2 with ground	\$800.00

Subject to conditions hereinafter set forth, an equitable adjustment on the contract price and the contract time is established as follows:

THE CONTRACT PRICE IS INCREASED Eight Thousand two hundred and forty-five dollars and 00/100 DOLLARS (\$ 8,245.00) AND THE CONTRACT TIME IS EXTENDED 20 CALENDAR DAYS.)

The conditions last above referred to are as follows:

- A. The aforementioned change, and work affected thereby, are subject to all contract stipulations and covenants.
- B. The rights of the Owner are not prejudiced; and
- C. All claims against the Owner which are incidental to or as consequence of the aforementioned change are satisfied.

Revised Contract Amount \$ 40,372.00

Approved by:

Homeowner's Signature

Contractor's Signature

Homeowner's Signature

City of Coffeyville

Authorized Signature



Housing Inspector's Signature

January 25, 2011

Item: I-6

To: Mayor and Commissioners

From: John Hufferd, Code Enforcement Officer

Subject: Demolition Bid

On January 7, 2011 our staff sent out invitations to several area demolition contractors and posted on the City of Coffeyville website for removal of six structures. We received sealed bids on January 19th and the bids were opened at 2 p.m.

The following contractors presented bids:

Muller Construction submitted a bulk bid in the amount of \$15, 850.

G & G Dozer submitted a bulk bid in the amount of \$9,020.00.

There was an adjustment made at the bid openings for the property at 1523 S. Elm to allow for lot clearing only. Both parties were present and agreed to clear the lot for a price of \$500.00.

The property locations are:

1. 817 W. 2nd
2. 502 E. 9th
3. 1304 Roosevelt
4. 1505 Old South Willow
5. 803 W. Boothby
6. 1523 S. Elm (removal of debris from lot)

Staff recommends that G & G Dozer be awarded the contract for the demolition project in the amount of \$9,020.00.

RESOLUTION NO. R-11-14

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A PURCHASE ORDER IN THE AMOUNT OF \$15,850 TO G & G DOZER FOR THE DEMOLITION AND DISPOSAL OF SIX STRUCTURES.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk be and are hereby authorized to award a contract with G & G Dozer and to authorize payment to same in the amount of \$15,850 for the demolition and disposal of six structures located in the City of Coffeyville.

The property locations are:

1. 817 W. 2nd
2. 502 E. 9th
3. 1304 Roosevelt
4. 1505 Old South Willow
5. 803 W. Boothby
6. 1523 S. Elm (removal of debris from lot)

ADOPTED THIS 25th DAY OF JANUARY 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

January 25, 2011

Item: I-7

To: Mayor and Commissioners

From: John Hufferd, Code Enforcement

Subject: Asbestos Inspection and Removal

On January 14th ACM Removal, LLC completed the removal of the asbestos from 13 properties in the City of Coffeyville, and they also inspected eight properties for asbestos.

Asbestos was present in two of these properties and ACM enclosed a report of their findings along with a price for the removal of the asbestos.

The property locations are:

**1109 W. 14th
413 W. 1st**

At the time of requesting a bid for the removal of asbestos ACM Removal, LLC was the only company to Bid the project.

Staff recommends awarding a contract for the removal of the asbestos found in these two structures to ACM Removal at a cost of \$2,840.

RESOLUTION NO. R-11-15

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT
WITH ACM REMOVAL FOR REMOVAL OF ASBESTOS MATERIALS IN
TWO PROPERTIES LOCATED IN THE CITY OF COFFEYVILLE.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a contract with ACM Removal, to remove asbestos material from two properties in the City of Coffeyville for a price not to exceed \$2,840.

The properties are located at:
1109 W. 14th Street
413 West First Street

ADOPTED THIS 25th DAY OF JANUARY 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

ACM
REMOVAL, LLC
Asbestos & Mold Abatement & Restoration
James Miller (316) 706-5152
Robin Siefkin (316) 218-3936

RECEIVED
JAN 17 2011

BY: *RSM/ACM*

January 17, 2011

ACM LLC Proposal Number 211-01-022

Page 1 of 2

Attn: Mr. John Hufferd - Phone Number: 620 / 252-6149

City of Coffeyville - KS

PO Box 1629

Coffeyville, KS 67337

Office Fax No: 620 / 252-6046

RE: Request for Bid (RFB), Transite Siding Removal Project

Remove and Dispose of 300 SF of Asbestos-Containing Siding from Two Homes, 1109 W. 14th St., and 413 W. 1st Street, both Homes are located in Coffeyville, Kansas

Dear Mr. Hufferd:

- 1.0 We propose to furnish all labor, materials, insurance, temporary facilities, permits and incidentals to perform subject work in strict accordance with current statutes and regulations of Federal, State and local agencies having jurisdiction over this work as follows:
 - 1.1 United States Environmental Protection Agency (USEPA).
 - 1.2 United States Occupational Safety and Health Administration (OSHA).
 - 1.3 United States Department of Transportation (USDOT).
 - 1.4 National Emission Standards for Hazardous Air Pollutants (NESHAPS).
 - 1.5 Asbestos Hazard Emergency Reponse Act (AHERA).
 - 1.6 Kansas Administrative Regulation (K.A.R.) 28-50 entitled " State of Kansas Asbestos Control Regulations", administered by the Kansas Department of Health and Environment (KDHE).
- 2.0 The proposed LUMP SUM AMOUNT for the work described above, subject to the conditions below, is:
Two Thousand Eight Hundred Forty & No/100 Dollars ----- \$ 2,840.00
- 2.1 The scope of work consists of removal and disposal of all asbestos-containing siding from two homes at the above referenced project.
- 2.2 After the siding removal is completed on both homes, each may be scheduled with the KDHE for demolition.
- 3.0 INSURANCE shall be provided as follows:
 - 3.1 General liability insurance, "occurrence form", with specific coverage for asbestos abatement, with \$ 2,000,000.00 per occurrence, and \$ 2,000,000.00 aggregate.
 - 3.2 Automobile liability insurance in the combined single limit of \$ 1,000,000.00.
 - 3.3 Worker's compensation and employer's liability insurance in the statutory limits.

Continue on next page...

TO: MAYOR AND CITY COMMISSION

FROM: STEPHANIE A. RICHARDSON, FINANCE DIRECTOR

SUBJECT: AUTHORIZATION TO APPROVE THE PURCHASE OF A HME/SILVER-FOX RESCUE PUMPER FOR THE FIRE DEPARTMENT ALONG WITH FINANCING OPTIONS FOR SUCH PURCHASE.

RECOMMENDATION: APPROVE RESOLUTION NO. R-11-16

DISCUSSION:

Fire Chief, James Grimmett, brought a proposal to the commission at our last meeting to purchase a fire truck to replace one of their first line engines. Considering the urgency of the fire department's needs, the commission voted to proceed with the purchase of a HME/Silver-Fox Rescue Pumper from HME Incorporated in the amount of \$269,200.

Staff was challenged to return to the commission with a plan to pay for this purchase. Our last fire engine purchase was made in 1996 and financed using a lease-purchase option with a repayment period of seven years. It was determined to investigate options related to lease-purchases as well as financing internally.

Staff contacted local banking institutions inquiring about rates for lease-purchase options. Rates ranged anywhere from 2.5% to 4.0% with payback periods up to five years.

Staff also investigated financing this purchase internally using our utility fund reserves. Projections were made to determine ending fund balances and a review of upcoming budgeted projects was completed to determine if funds were available for this purpose. It was concluded we could finance this purchase internally as follows:

Electric Depreciation/Replacement Fund	\$169,200
Water Depreciation/Replacement Fund	\$50,000
Wastewater Depreciation/Replacement Fund	\$50,000

So as not to substantially hamper scheduled utility projects, we are proposing a payback period of seven years beginning in 2012 from sales tax funds within our Capital Equipment Fund. We annually budget \$150,000 in sales tax collections to purchase equipment for all General Fund departments. By using a seven year payback period we avoid tying up a bulk of those funds available each year. This option will also allow all General Fund departments to continue to budget for needed items and emergency items that unexpectedly come up during the year.

Recommendation:

After review of our options, staff recommends financing this purchase internally from the aforementioned Depreciation/Replacement Funds with a payback period not to exceed seven years from the sales tax revenues within the Capital Equipment Fund. This option provides the most savings in financing costs and allows us to maintain a reasonable balance in our Capital Equipment Fund.

Staff would be glad to answer any questions regarding this matter.

Stephanie A. Richardson
Finance Director

RESOLUTION NO. R-11-16

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A PURCHASE ORDER TO HME INCORPORATED FOR THE PURCHASE OF A HME/SILVER-FOX RESCUE PUMPER IN THE AMOUNT OF \$269,200 TO BE FINANCED INTERNALLY FROM THE ELECTRIC, WATER AND WASTEWATER FUNDS.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas as follows:

SECTION 1. The Mayor and City Manager is hereby authorized and directed to execute a purchase order to HME Incorporated for the purchase of a HME/Silver-Fox Rescue Pumper in the amount of \$269,200.

SECTION 2. Financing will be provided internally by the Electric, Water and Wastewater Funds as follows:

Electric Depreciation/Replacement Fund	\$169,200
Water Depreciation/Replacement Fund	\$50,000
Wastewater Depreciation/Replacement Fund	\$50,000

SECTION 3. Funds will be paid back to the aforementioned funds over a period of seven years beginning in 2012 from sales tax revenues within the Capital Equipment Fund.

ADOPTED THIS 25TH DAY OF JANUARY, 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

January 25, 2011

ITEM # I-9

To: Mayor and Commissioners
From: Chuck Shively, Director of Public Works
Subject: Award a construction contract for Sanitary Sewer and Electric Conduit installation in Cline's Westwood Addition.
Recommendation: Award the contract to MSB Construction in the total amount of \$116,363.00, contingent upon submittal of all required documents from the contractor and approval to award from the appropriate state and federal agencies.

Discussion: On January 19, 2011 bids were opened for a construction contract to install sanitary sewer mains, manholes and related appurtenances and electric primary conduit to serve the lots in Cline's Westwood Addition. Four bids were received and are listed in the table below.

The full cost for the project will be reimbursed by the \$392,000 EDI Special Project Grant from the United States Department of Housing and Urban Development and will be used as the required local matching funds for the Infrastructure Development grant (SB 417) from the Kansas Housing Resources Corporation.

CONTRACTOR	TOTAL BID
MSB Construction (Oologah, OK)	\$ 116,363.00
T. C. Underground, Inc. (Independence, KS)	\$ 150,308.00
Tri-Star Utilities, Inc. (Independence, KS)	\$ 123,257.00
Ewertz Excavation (Douglas, KS)	\$ 166,210.00

City Resolution Number R-05-18, which established guidelines for City procurement procedures, provides that preference be given to local vendors whose price is within 5% of the low bid, up to \$10,000. City Staff has always considered Tri-Star Utilities to be a local vendor because they are located in Montgomery County and do a lot of work in Coffeyville. Tri-Star Utilities bid is \$6,894.00 higher than the low bid, which is slightly less than a 6% difference, but within the \$10,000 limit. The procedures established by the Resolution are guidelines only.

However, 40CFR85.36 lists the HUD guidelines for Procurement under this federal grant. The regulation states that the grantee will use their own procurement procedures provided they conform to applicable Federal law and standards identified in the section. The section further states "Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals". The section also states that "Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources."

Neither City staff nor our engineer have ever utilized the low bidder, MSB Construction, and we have no first-hand knowledge of their competence, abilities, workmanship, or record of completing projects on time or within budget. Our engineer checked the references supplied by the contractor and found no reason to eliminate them from being awarded the contract based on those references. We will continue to attempt to check additional contacts from their previous work. If any pertinent additional information is received, we will advise you before award.

The second low bidder, Tri-Star Utilities, has performed many projects for the City of Coffeyville over the past 15-20 years. They have worked for the City as Tri-Star Utilities and previously as Underground Utilities. City staff has been pleased with all previous projects performed for us by the firm. They have always been easy to work with and have done excellent work within the allotted contract time with no unreasonable Change Order requests. City staff believes the relatively small additional cost is justified by our past experience with Tri-Star Utilities and their close proximity, which allows for quick response when necessary during the construction as well as for any necessary future warranty service. By comparison, we have no first-hand experience with MSB Construction and they are located more than twice as far away, in another state. But, the federal regulations can not be ignored.

Based on the requirements of the federal procurement guidelines, unless pertinent additional information is received from further reference checks, City Staff recommends awarding the construction contract to MSB Construction, in the total amount of \$116,363.00, contingent upon submittal of all required documents from the contractor and approval to award from all appropriate state and federal agencies.

Respectfully Submitted,

Chuck Shively, Director of Public Works

RESOLUTION NO. R-11-17

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONSTRUCTION CONTRACT WITH MSB CONSTRUCTION, INC. IN THE AMOUNT OF \$116,363.00 FOR SANITARY SEWER AND ELECTRIC CONDUIT INSTALLATION IN CLINE'S WESTWOOD ADDITION, CONTINGENT UPON SUBMITTAL OF ALL REQUIRED DOCUMENTS BY THE CONTRACTOR AND APPROVAL TO AWARD FROM THE APPROPRIATE STATE AND FEDERAL AGENCIES.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a construction contract with MSB Construction, Inc. in the amount of \$116,363.00 for sanitary sewer and electric conduit installation in Cline's Westwood Addition, contingent upon submittal of all required documents by the contractor and approval to award from the appropriate state and federal agencies.

ADOPTED THIS 25TH DAY OF JANUARY, 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

To: Mayor and Commissioners
From: Chuck Shively, Director of Public Works
Subject: Award a construction contract for construction of streets and drainage improvements in Cline's Westwood Addition.
Recommendation: Award the contract to JRB Industries in the total amount of \$159,787.50, contingent upon submittal of all required documents from the contractor and approval to award from the appropriate state and federal agencies.

Discussion: On January 19, 2011 bids were opened for a construction contract to extend streets and improve drainage in Cline's Westwood Addition. Four bids were received and are listed in the table below.

The full cost for the project will be reimbursed by the \$392,000 EDI Special Project Grant from the United States Department of Housing and Urban Development and will be used as the required local matching funds for the Infrastructure Development grant (SB 417) from the Kansas Housing Resources Corporation.

<u>CONTRACTOR</u>	<u>ASPHALT BID</u>	<u>CONCRETE BID</u>
JRB Industries (Parsons, KS)	\$ 142,382.50	\$ 159,787.50
Mission Construction (Saint Paul, KS)	\$ 186,374.58	\$ 198,577.58
Muller Construction (Coffeyville, KS)	\$ 169,946.35	\$ 185,850.85
R & S Construction (Neodesha, KS)	\$ 159,388.60	\$ 205,788.60

The project was bid with asphalt streets or, as an alternate, with concrete streets. The cost difference between asphalt streets or concrete streets is relatively small for all bidders compared to the overall project cost. A new concrete street is expected to last 20 years before substantial maintenance is required, while an asphalt street is expected to last 10 years. Therefore City staff recommends we award the contract with the alternate concrete streets.

The City Procurement Resolution provides that preference be given to local vendors whose price is within 5% of the low bid, up to \$10,000. The difference between Muller's bid and the low bid was \$27,563.85 (19%) for asphalt or \$26,063.35 (16%) for concrete. The procedures established by the Resolution are guidelines only. The final award decision is at the sole discretion of the City Commission.

However, 40CFR85.36 lists the HUD guidelines for Procurement under this federal grant. The regulation states that the grantee will use their own procurement procedures provided they conform to applicable Federal law and standards identified in the section. The section further states "Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals". The section also states that "Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources."

City staff has no first-hand experience with the low bidder. Our engineer checked the supplied references and found no reason to eliminate them from being awarded the contract based on the federal guidelines. The contractor has performed work on numerous projects in the area, so we will continue to attempt to check additional contacts from their previous work. If any pertinent additional information is received, we will advise you before award

Therefore, City staff recommends award of the contract, with the concrete street alternate bid, to JRB Industries in the amount of \$159,787.50. Any award of this project is contingent upon submittal of all required documents from the contractor and approval to award from the appropriate state and federal agencies.

Respectfully Submitted,
Chuck Shively, Director of Public Works

RESOLUTION NO. R-11-18

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONSTRUCTION CONTRACT WITH JRB INDUSTRIES IN THE AMOUNT OF \$159,787.50 FOR STREETS AND DRAINAGE IMPROVEMENTS IN CLINE'S WESTWOOD ADDITION, CONTINGENT UPON SUBMITTAL OF ALL REQUIRED DOCUMENTS BY THE CONTRACTOR AND APPROVAL TO AWARD FROM THE APPROPRIATE STATE AND FEDERAL AGENCIES.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a construction contract with JRB Industries in the amount of \$159,787.50 for streets and drainage improvements in Cline's Westwood Addition, contingent upon submittal of all required documents by the contractor and approval to award from the appropriate state and federal agencies.

ADOPTED THIS 25TH DAY OF JANUARY, 2011.

Alec Hendryx, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Coffeyville Fire Department

Date: January 7, 2011

To: Jeff Morris, City Manager

From: Bob Roesky

Re: December 2010 Fire Report

The Fire Department responded to 77 incidents in December with 15 of those being fire related. Attached is a breakdown of the incidents

Training: All shifts have been training on Haz-mat, Incident command, Essentials, and Pump and Aerial Operations. All shifts have been doing regular shift training as required each month. We also had a Hazmat IQ class with all the Officers participating in this class. Chief Grimmatt attended a class in Wichita on Rehab at the Fire Scene and the NFPA guidelines.

Operations: Chief Grimmatt lead the LEPC meeting with a table top drill going over the Ammonia release at the refinery and what to do if this or a bigger incident were to occur. Chief Grimmatt also attended a webinar on How to handle problem employees. Chief Grimmatt and Jim Wilhelm's scheduled training every month through out the year of 2011.

Maintenance: General maintenance has been performed on all the trucks each Monday of the Month. We took Engine 12 to Bartlett for repairs. Engine 12 to Jon's for him to look at and give estimate to fix. Annual ladder testing was conducted.

Submitted by



Robert R. Roesky, Captain



City of Coffeyville

CE | PI

LOG OUT

Home » Code Enforcement

Code Enforcement

Welcome, James Grimmett



My Pending Requests

My Cases

- Log a Request - Quick Log
- View Requests
- Add a Case
- Cases
- Archives
- Advance Case Search
- Generate Reports
- Download Forms

Inspector Case Load

John Hufferd	72	0
Unassigned	0	0
Total	72	0

Mass Printing
0 to Print

Location Records

Scorecard

Since December 01, 2010

Case	Cases				Activity					
	Active	Archive	Total	(%)	Request	Inspect	Notice	Abate	Invoice	Invoice \$
Yard Conditions										
High Grass & Weeds	2	0	2	(2%)	0	8	2	0	0	\$ 0.00
Nuisance	28	7	35	(41%)	0	84	34	6	0	\$ 0.00
Vehicles										
Junk Vehicles	3	5	8	(9%)	0	19	8	5	0	\$ 0.00
Structures										
Blighted Structure	39	2	41	(48%)	0	54	0	0	0	\$ 0.00
TOTALS	72	14	86	(100%)	0	165	44	11	0	\$ 0.00

[Back](#)

James Grimmett

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January 21, 2011

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<u>Violation/Complaint</u>	<u>Filed</u>	<u>Citations</u>	<u>Letters</u>	<u>Pending</u>	<u>Towed</u>	<u>Open</u>	<u>Closed</u>	<u>Followup</u>
Vehicle	7	7	5	1	1	1	6	1
Weeds & Brush	7	City mowed 1	3	2	n/a	2	6	1
Junk & Trash	6	0	6	2	n/a	2	4	2
Court Cases	1						1	
Unsafe Structures	2	2	2			2		Vacated
Demo Propertys	0							
Unsafe Structures	68 +							
				BID PROCESS ASBESTOS				
	LISTED	FILED	IN PROCESS	INSPECT	REMOVE			
Blights	68	44	24	8	12			
Fire Damaged	23							
Other Complaints	5							

Report of Complaints and property Inspections for October 19th thru 29th, 2010

<u>Violation/Complaint</u>	<u>Filed</u>	<u>Citations</u>	<u>Letters</u>	<u>Court</u>	<u>Towed</u>	<u>Open</u>	<u>Closed</u>	<u>Followup</u>
Vehicle	5	2	2		0	3	1	1
Weeds & Brush	11		10	1	N/A	11		11
Junk & Trash	4		4		N/A		1	3
Demo Propertys	2				N/A	2		2
Blights	39		3		N/A	36		39
Court Cases				1	N/A	1		1
Fire Damaged	4		4		N/A			4
Unsafe Structures	43		43		N/A	43		43
Other Complaints	2				N/A	2		2

January 25, 2011

As of this date we are moving forward to remove Blighted Structures from our Community:

Presently we have just had asbestos removed from 12 properties and 8 inspected for asbestos, 2 of which contained asbestos. This paved the way for removal of these structures.

We have scheduled 16 court cases for the 14th of February 8 of these properties are fire damaged structures and some are in need of repairs.

Once the hearings have taken place a decision will be given by the court as how to proceed.

We currently sent out invitations to bid the demolition of 17 structures, The Bid opening will be on February 2, 2011 at 2PM.

We have included a report of the properties that are on the blight list and a description of where they are in the system.