REGULAR COMMISSION MEETING AGENDA
TUESDAY, FEBRUARY 10, 2015
6:30 P.M.

A. CALL TO ORDER – Mayor Jim Falkner

B. INVOCATION – Pastor Melvin Simpson, First Church of God in Christ

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA

1. Regular City Commission Meeting Minutes – Tuesday, January 27, 2015

2. Special City Commission Meeting Minutes – Tuesday, February 3, 2015

3. 2015 Appropriation Ordinance No. AO-15-02 – $748,308.86

<u>REGULAR AGENDA ITEMS</u>

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

1. Presentation by Boys & Girls Club

G. COMMENTS FROM THE PUBLIC

The public is free to comment on items not listed on agenda. Public participation is welcome and encouraged for all items on the agenda as the topics are discussed. Please be mindful of others who may also wish to speak and limit your time at the podium appropriately.

H. OLD BUSINESS

1. Discussion and action to appoint two people to the Planning Commission
   Applicants: Nelson Christian, Brian Nagle, Terry Rittenhouse

I. NEW BUSINESS

1. Resolution No. R-15-11 – A Resolution to execute an amendment to the Power Purchase and Sale Agreement and Capacity Purchase Agreement with the Grand River Dam Authority.

2. Resolution No. R-15-12 – A Resolution to authorize the sale of electric utility system revenue bonds.

3. Ordinance No. S-15-01 – First Reading of an Ordinance to authorize the issuance of taxable electric utility system revenue bonds Series 2015-A.

4. Resolution No. R-15-13 – A Resolution to execute an agreement with Wartsila for three reciprocating engine generator sets for the Electric Utility.

5. Resolution No. R-15-14 – A Resolution to execute an agreement with GSI Engineering for subsurface investigation and geotechnical reporting services for the Electric Utility.

6. Ordinance No. S-15-02 – First Reading of an Ordinance to approve the annual renewal of the 10-year property tax exemption-incentive for Four State Maintenance.

7. Resolution No. R-15-15 – A Resolution to execute a professional services contract with Olsson Associates for three EPA Brownfields Grants.

8. Resolution No. R-15-16 – A Resolution to approve the submittals of the data sheets for the FY2016-2018 Airport Capital Improvement program.

9. Resolution No. R-15-17 – A Resolution to approve an amendment to the Economic Development Incentive Guidelines to include

10. Resolution No. R-15-18 – A Resolution to purchase a Sensus meter reading system from HD Supply and integration software from Incode.

11. Resolution No. R-15-19 – A resolution to execute an agreement with Cox Business for optical internet bandwidth for the Coffeyville Wireless Internet Utility.

12. Discussion on SFS Architecture services.

13. Comments from Commissioners and Staff

J. EXECUTIVE SESSION(s)

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales tax report
2. Building permit report
3. Library minutes

L. ADJOURN

REGULAR COMMISSION MEETING MINUTES
WEDNESDAY, JANUARY 13, 2015
6:30 P.M.

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

Present:
MAYOR JIM FALKNER
COMMISSIONER DON EDWARDS
COMMISSIONER MARCUS KASTLER
COMMISSIONER JUSTIN MARTIN
COMMISSIONER CHRIS WILLIAMS

City Staff in attendance were:
INTERIM CITY MANAGER JAMES GRIMMETT
CITY CLERK CINDY PRICE
CITY ATTORNEY PAUL KRITZ
FINANCE DIRECTOR STEPHANIE RICHARDSON
IT DIRECTOR CHRIS FELIX
POLICE CHIEF TONY CELESTE
PUBLIC WORKS DIRECTOR CHUCK SHIVELY
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF
ARCHITECT/PLANNER DENNIS JACOBS
ASSISTANT TO CITY MANAGER TRISHA PURDON

A. CALL TO ORDER – Mayor Jim Falkner

B. INVOCATION – Pastor Mark Wilson, First Church of God

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA

1. Regular City Commission Meeting Minutes – Tuesday, January 13, 2015
2. 2014 Appropriation Ordinance No. AO-14-25 – $ 333,038.80
3. 2015 Appropriation Ordinance No. AO-15-01 – $5,472,247.70

MOTION: Move to approve the consent agenda as presented.

ACTION: FALKNER SECOND: EDWARDS
ALL AYE

<u>REGULAR AGENDA ITEMS</u>

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

1. Presentation by Municipal Facilities Renovation Advisory Panel
   - Neal Barkley, representing the Panel, presented their report. The recommendations include building a pre-engineered, stand-alone fire/police station building more centrally located for the community; remodel second floor of municipal building similar to what was there previously; provide secondary egress from third floor on the exterior of the

building; rehabilitate the first floor, seek out tenants and remodel as needed to accommodate them; consider a different architectural firm and continue to allow citizens to be engaged with the facilities renovation projects. The Panel felt the costs to renovate the police, fire and 2nd floor were excessive and only met the current minimum requirements for personnel and equipment and future fire trucks would not fit into the existing building without modifications. The design for the police department did not include a sally port and having the police in the same building as City offices required more extensive security. Representatives from the third floor offices, Judge Bill Cullins, County Commission Chairman Fred Brown and County Public Works Director Robert Bever, requested the third floor needs be considered while the building is undergoing renovation and the City communicate with them regarding the renovations. Specific items included electrical and plumbing, heat and air and the ADA plan for the building.

G. COMMENTS FROM THE PUBLIC

The public is free to comment on items not listed on agenda. Public participation is welcome and encouraged for all items on the agenda as the topics are discussed. Please be mindful of others who may also wish to speak and limit your time at the podium appropriately.

H. OLD BUSINESS

I. NEW BUSINESS

1. Discussion and action to appoint two people to the Planning Commission

   Applicants: Nelson Christian, Brian Nagle, Terry Rittenhouse

   - Rittenhouse was unable to attend due to illness; Christian and Nagle both spoke to Commissioners regarding the appointment.

   MOTION: Move to table appointment until February 10 meeting.

   ACTION: FALKNER SECOND: MARTIN
   ALL AYE

2. Resolution No. R-15-06 – A Resolution to execute an agreement with Coffeyville Community College for Internet services.

   - IT Manager Chris Felix stated CCC approached the City about providing Internet service as the City can provide both the speed and redundancy they are looking for. The City will install a microwave link which will serve them initially and then install fiber. Once the fiber is in place the microwave link will serve as a redundant path in the event the fiber is cut or otherwise disrupted. The total cost for construction is $9,200; the monthly fee for CCC will be $2,500 which results in a savings for them.

   MOTION: Move to approve Resolution No. R-15-06 for adoption.

   ACTION: FALKNER SECOND: MARTIN
   ALL AYE

3. Resolution No. R-15-07 – A Resolution to approve including the Coffeyville Public Library in the City of Coffeyville fiber optic network.

- IT Manager Chris Felix stated when the City is installing the fiber for CCC, it can be extended to provide access to the Library for less than $1,000; this will potentially save them nearly $200 per month once the agreement with their current carrier expires.

MOTION: Move to approve Resolution No. R-15-07 for adoption.

ACTION: EDWARDS SECOND: MARTIN
ALL AYE

4. Resolution No. R-15-08 – Discussion on an amendment for the Montgomery County Fair Association 2015 cereal malt beverage license.
   - Montgomery County Fair Association vice president Jim Lawrence stated the Fair is requesting an amendment to their 2015 cereal malt beverage license to allow a beer garden be set up in "A" barn on the evening of Saturday, August 15, following the rodeo. The organization is planning to hold a public concert inside the show arena; the premium sale will be held earlier on Saturday and all other livestock entries will be gone from the fairgrounds. There will be no FFA or 4-H members present in "A" barn due to exhibits being released.

MOTION: Move to approve Resolution No. R-15-08 for adoption.

ACTION: WILLIAMS SECOND: MARTIN
ALL AYE

5. Resolution No. R-15-09 – A Resolution to approve Change Order #8 for the Youth Activities Center and Library Project.
   - Interim City Manager James Grimmett stated this change order, in the amount of $$35,564, addresses the slab moisture mitigation in the gym and also provides new gasketing and weather stripping for the exterior doors.

MOTION: Move to approve Resolution No. R-15-09 for adoption.

ACTION: FALKNER SECOND: WILLIAMS
ALL AYE

6. Resolution No. R-15-10 – A Resolution to purchase a conductor from Graybar for the Electric Utility.
   - Electric Utility Director Gene Ratzlaff stated five bids were received for a conductor for the Santa Fe project. Staff recommends the conductor be purchased from Graybar for $32,719.58.

MOTION: Move to approve Resolution No. R-15-10 for adoption.

ACTION: EDWARDS SECOND: MARTIN
ALL AYE

7. Discussion on Economic Development Incentive Guidelines
   - ■ Assistant to the City Manager Trisha Purdon reviewed two additions to the Economic Development Incentive Guidelines related to financial incentives for new manufacturing and retail businesses locating in Coffeyville.

8. Discussion on Municipal Building Renovation project
   - ■ Discussion on the building renovation project was held after the panel presentation. Commissioners requested staff review the plan designs and present them during a work session; the plans will then be taken to the architects. The commissioners want to assume full responsibility for the project going forward.

9. City Manager's Report
   - ■ Interim City Manager Grimmett provided an update on departments' activities.

10. Comments from Commissioners and Staff
    - ■ Assistant to the City Manager Trisha Purdon reported a contract has been signed with Whittaker & Associates to assist with filling the Amazon building. His firm will identify specific potential tenants for the building and provide the list of names to City for follow up.
    - ■ A work session was scheduled for Tuesday, February 3, 5 p.m. to update the Commissioners on the New Generation project and to discuss the municipal building project.

J. EXECUTIVE SESSION(s)

1. Confidential data relating to financial affairs of second parties

MOTION: Move to recess to executive session for the discussion of confidential data relating to financial affairs of second parties to reconvene on or before 9:10 p.m.

ACTION: MOTION: FALKNER SECOND: MARTIN
ALL AYE

Time the meeting was reconvened: 9:10 p.m.

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Work comp report
2. CRC report

L. ADJOURN

MOTION: Move to adjourn.

ACTION: MOTION: FALKNER SECOND: WILLIAMS
ALL AYE

Time the meeting was adjourned: 9:10 p.m.
Date the minutes were approved: ____

____
Cindy Price, City Clerk

SPECIAL COMMISSION MEETING MINUTES
WEDNESDAY, FEBRUARY 3, 2015
5:00 P.M.

The Board of Commissioners met in Regular Session at 5:00 p.m. with Mayor Jim Falkner presiding.

Present:
MAYOR JIM FALKNER
COMMISSIONER DON EDWARDS
COMMISSIONER MARCUS KASTLER ARRIVED AT 5:30 P.M.
COMMISSIONER JUSTIN MARTIN
COMMISSIONER CHRIS WILLIAMS

City Staff in attendance were:
INTERIM CITY MANAGER JAMES GRIMMETT
CITY CLERK CINDY PRICE
CITY ATTORNEY PAUL KRITZ
FINANCE DIRECTOR STEPHANIE RICHARDSON
IT DIRECTOR CHRIS FELIX
POLICE CHIEF TONY CELESTE
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF
ELECTRIC UTILITY DEPUTY DIRECTOR MIKE SHOOK
GENERATION SUPERINTENDENT TONY LAWSON
ARCHITECT/PLANNER DENNIS JACOBS
ASSISTANT TO CITY MANAGER TRISHA PURDON

A. CALL TO ORDER – Mayor Jim Falkner

B. NEW BUSINESS

1. New Generation Project
   - Electric Utility Director Gene Ratzlaff and Finance Director Stephanie Richardson Provided an update on the new Generation project including an impact on the existing assets, estimated project and financing costs and options for the Commission to consider. The GRDA contract will be presented to the Commission during the February 10 meeting. Action taken on the contract will determine if the New Generation project proceeds.

2. Municipal Facilities Project
   - Mike Mongan, representing the Municipal Facilities Renovation Advisory Panel, provided information on the square foot costs to build a new police and fire station and renovate City Hall.

   - James C. Taylor, Jr., stated he recommends the City Hall first floor be gutted, new windows installed, look at what the third floor costs will be but mainly to slow the project down and do a financial review before determining what can be done.

   - Steve Cornell presented the Commission with over 200 signatures on letters of support for building a new combined police and fire facility stating they have not collected all the signature pages yet.

   - Rick Thompson stated the support letters primarily came from the business community as they are supportive of a new combined police and fire. The business community wants to see something new; the combined facility would be a need, not a want.

■ Commissioner Martin wants to get real numbers on what it would cost to renovate the Police Department.

■ Commissioner Kastler believes a new combined facility will help with recruiting police and fire personnel.

■ Mayor Falkner wants additional numbers and requested the chiefs sit down with Dennis Jacobs to come up with drawings which can be taken to a design build firm.

■ Commissioner Williams is concerned about the sales tax question asking voters to approve a remodel and Commissioners changing it to building new. He suggested the first floor be gutted and renovated into a large community room; the second floor being remodeled behind the marble; building a new police and fire facility; providing third floor egress and installing a fire escape on the north side of the building.

■ Tom Tipton suggested the Commission go look at other combination police and fire facilities.

■ Commissioners Edwards stated we owe it to the police and fire employees to provide them a facility they are proud of and suggested a new building be built, but the existing fire building should not be used as a second station. He further suggested the panel be kept together; ballots be mailed to all registered voters with the options of renovating or building new; commissioners and police and fire employees, including union representatives should visit other buildings; administrative offices should move out of the trailers and back to City Hall soon; and the county is responsible for any remodel of the third floor.

■ The Commission agreed to keep the Municipal Facilities Advisory Panel active, to bid out replacing the windows in the City Hall building, to request bids to demolish the first floor, to have Attorney Paul Kritz prepare a question to mail to registered voters; to have the police and fire chiefs and key members of their staff meet with Dennis Jacobs to determine their needs and to identify potential locations for a new police and fire facility.

C. ADJOURN

MOTION: Move to adjourn.

ACTION: MOTION: FALKNER SECOND: WILLIAMS
ALL AYE

Time the meeting was adjourned: 8:00 p.m.

Date the minutes were approved: ____

____
Cindy Price, City Clerk

City of Coffeyville
Payroll Distribution Summary
AO-15-02

Type	Date		Amount
Bi-Weekly	February 1, 2015	$	374,333.62
	Total Payroll	**$**	**374,333.62**

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-50150 ADVANCE INSURANCE COMPANY OF K						
I-150220000018		2/15 LIFE INSURANCE PREMIUMS	392.06			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		2/15 LIFE INSURANCE PREMIUMS		350 5-718-310	HOSPITALIZATION/LIFE INS	392.06
		=== VENDOR TOTALS ===	392.06			
01-00170 ANIMAL HEALTH CLINIC, INC.						
I-0111538		EUTHANASIA X 2	52.00			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		EUTHANASIA X 2		010 5-025-478	PROFESSIONAL SERVICES	52.00
		=== VENDOR TOTALS ===	52.00			
01-50667 ASHCRAFT TIRE COMPANY, INC.						
I-0002796		MOUNT, BALANCE TIRES X 2	44.88			
1/22/2015	AP	DUE: 1/22/2015 DISC: 1/22/2015		1099: N		
		MOUNT, BALANCE TIRES X 2		010 5-023-575	TIRES & TUBES	44.88
		=== VENDOR TOTALS ===	44.88			
01-58570 ASSESSMENT STRATEGIES, LLC						
I-201502041786		PERSONNEL TESTING-T. BAILEY	175.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		PERSONNEL TESTING-T. BAILEY		010 5-023-478	PROFESSIONAL SERVICES	175.00
		=== VENDOR TOTALS ===	175.00			
01-59750 AT&T						
I-0770370233-012515		RADIO CIRCUITS, SURCHARGES-PD	596.81			
1/25/2015	AP	DUE: 2/24/2015 DISC: 2/24/2015		1099: N		
		RADIO CIRCUITS, SURCHARGES-PD		010 5-023-416	COMMUNICATIONS	596.81
I-0770855608-012515		CIRCUITS, METERING, SURCHARGE	1,089.71			
1/25/2015	AP	DUE: 2/24/2015 DISC: 2/24/2015		1099: N		
		RADIO CIRCUITS		010 5-131-416	COMMUNICATIONS	328.59
		RADIO CIRCUITS		800 5-040-416	COMMUNICATIONS	195.72
		RADIO CIRCUITS		900 5-046-416	COMMUNICATIONS	86.98
		RADIO CIRCUITS		900 5-047-416	COMMUNICATIONS	86.98
		TELEMETERING		800 5-040-416	COMMUNICATIONS	337.07
		KUSF SURCHARGES		800 5-040-416	COMMUNICATIONS	21.75
		KUSF SURCHARGES		900 5-046-416	COMMUNICATIONS	10.88
		KUSF SURCHARGES		900 5-047-416	COMMUNICATIONS	10.87
		KUSF SURCHARGES		010 5-131-416	COMMUNICATIONS	10.87
		=== VENDOR TOTALS ===	1,686.52			

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-59760 AT&T						
I-201502021747		1/15 E911	583.94			
1/25/2015	AP	DUE: 2/24/2015 DISC: 2/24/2015		1099: N		
		1/15 E911		510 5-000-416	COMMUNICATIONS	583.94
I-201502021748		1/15 E911	137.61			
1/25/2015	AP	DUE: 2/24/2015 DISC: 2/24/2015		1099: N		
		1/15 E911		510 5-000-416	COMMUNICATIONS	137.61
I-201502021749		1/15 E911	109.95			
1/25/2015	AP	DUE: 2/24/2015 DISC: 2/24/2015		1099: N		
		1/15 E911		510 5-000-416	COMMUNICATIONS	109.95
I-201502021750		1/15 E911	109.95			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		1/15 E911		510 5-000-416	COMMUNICATIONS	109.95
		=== VENDOR TOTALS ===	941.45			
01-03870 ATMOS ENERGY CORPORATION						
I-201501271740		612 SPRING ST	3,069.86			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		612 SPRING ST-60% PP		800 5-030-494	UTILITIES	1,841.92
		612 SPRING ST-40% ED		800 5-020-494	UTILITIES	1,227.94
I-201502031771		312 E 7TH-CHURCH	47.79			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		312 E 7TH-CHURCH		800 5-020-494	UTILITIES	47.79
I-KS121400576		12/14 EAST, WEST METERS	8,250.05			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		12/14 EAST, WEST METERS		800 5-030-535	FUEL-GAS PURCHASE	8,250.05
		=== VENDOR TOTALS ===	11,367.70			
01-50853 B AND B FIREARMS						
I-1094		SILENCERCO 556K RIFLE X 6	3,240.00			
1/15/2015	AP	DUE: 1/15/2015 DISC: 1/15/2015		1099: N		
		SILENCERCO 556K RIFLE X 6		230 5-000-850	OTHER EQUIP	3,240.00
		=== VENDOR TOTALS ===	3,240.00			

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-02050 BARTLETT COOP ASSOCIATION						
I-42728		PROPANE, CONNECTORS-GNRTR	277.31			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		PROPANE-REPEATER GENERATOR		250 5-000-525	DRUGS & CHEMICALS	191.76
		CONNECTORS-REPEATER GNRTR		250 5-000-620	EQUIPMENT MAINTENANCE	85.55
I-42896		PROPANE FOR FORKLIFT	23.25			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		PROPANE FOR FORKLIFT		800 5-030-525	DRUGS & CHEMICALS	23.25
		=== VENDOR TOTALS ===	300.56			
01-51050 BEAVER EXPRESS SERVICE, LLC						
I-1035998		SHIPPING CHARGE	16.32			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		SHIPPING CHARGE		010 5-163-550	OFFICE SUPPLIES	16.32
		=== VENDOR TOTALS ===	16.32			
01-51307 BRENNTAG SOUTHWEST, INC.						
I-BSW576488		AMMONIA FOR WTP	288.75			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		AMMONIA FOR WTP		900 5-036-525	DRUGS & CHEMICALS	288.75
I-BSW576489		POLYPHOSPHATE, BLENDED POLYME	5,232.23			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		POLYPHOSPHATE, BLENDED POLYMER		900 5-036-525	DRUGS & CHEMICALS	5,232.23
I-BSW579340		BLENDED POLYMER	4,360.50			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		BLENDED POLYMER		900 5-036-525	DRUGS & CHEMICALS	4,360.50
I-BSW581160		POTASSIUM FOR WTP	9,213.60			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		POTASSIUM FOR WTP		900 5-036-525	DRUGS & CHEMICALS	9,213.60
I-BSW581161		CHLORINE, BLENDED POLYMER	6,360.00			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		CHLORINE, BLENDED POLYMER		900 5-036-525	DRUGS & CHEMICALS	6,360.00
		=== VENDOR TOTALS ===	25,455.08			

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-00532 C & J'S SPOT FREE CAR WASH						
I-836383		CAR WASH X 28	112.00			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		CAR WASH X 28		010 5-023-478	PROFESSIONAL SERVICES	112.00
		=== VENDOR TOTALS ===	112.00			
01-00590 CARTER AUTOMOTIVE WAREHOUSE						
C-167277/1		BATTERY CORE CREDIT	15.00CR			
1/27/2015	AP	DUE: 1/27/2015 DISC: 1/27/2015		1099: N		
		BATTERY CORE CREDIT		010 5-163-590	VEHICLE-EQUIP SUPPLIES	15.00CR
I-146912/1		WIRE ASSY, LAMP, LABOR	97.82			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		WIRE ASSEMBLY, LAMP		010 5-023-680	VEHICLE-PARTS	62.82
		R/R WIRE ASSEMBLY, LAMP		010 5-023-690	VEHICLE-LABOR	35.00
I-153199/1		WASHER FIBER BLADE X 10	4.90			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		WASHER FIBER BLADE X 10		010 5-163-520	DEPT SUPPLIES	4.90
I-154837/1		IDLER PULLEY	18.71			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		IDLER PULLEY		010 5-163-680	VEHICLE-PARTS	18.71
I-154858/1		PLUG X 2	2.88			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		PLUG X 2		010 5-163-520	DEPT SUPPLIES	2.88
I-155511/1		MARINE BATTERY	83.17			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		MARINE BATTERY		010 5-041-590	VEHICLE-EQUIP SUPPLIES	83.17
I-159807/1		FLOOR DRY X 2	15.12			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		FLOOR DRY X 2		370 5-000-520.02	DEPT. SUPPLIES-COURSE MA	15.12
I-160741/1		CLAMP	0.54			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		CLAMP		900 5-027-520	DEPT SUPPLIES	0.54
I-160834/1		BATTERY-IP LIFT STN GENERATOR	127.86			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		BATTERY-IP LIFT STN GENERATOR		900 5-027-590	VEHICLE-EQUIP SUPPLIES	127.86
I-164171/1		THERMOSTAT, ANTIFREEZE	22.57			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		THERMOSTAT		900 5-036-680	VEHICLE-PARTS	4.49
		ANTIFREEZE X 2		900 5-036-590	VEHICLE-EQUIP SUPPLIES	18.08

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-166896/1		BATTERY, AIR FILTER	111.47			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		BATTERY		010 5-163-590	VEHICLE-EQUIP SUPPLIES	106.21
		AIR FILTER		010 5-163-680	VEHICLE-PARTS	5.26
I-167688/1		TAIL LIGHT/SIDE MARKER LIGHT	20.38			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		TAIL LIGHT/SIDE MARKER LIGHT		760 5-000-680	VEHICLE-PARTS	20.38
I-168527/1		BATTERY-REPEATER GENERATOR	43.54			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		BATTERY-REPEATER GENERATOR		250 5-000-590	VEHICLE-EQUIP SUPPLIES	43.54
I-169091/1		BATTERY	145.93			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		BATTERY		010 5-023-590	VEHICLE-EQUIP SUPPLIES	145.93
I-169340/1		CHAIN FOR POLE SAW	18.72			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		CHAIN FOR POLE SAW		010 5-163-520	DEPT SUPPLIES	18.72
I-169362/1		FILTERS FOR STOCK	29.67			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		FILTERS FOR STOCK		010 5-163-680	VEHICLE-PARTS	29.67
I-169409/1		FILTERS FOR STOCK	44.18			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		FILTERS FOR STOCK		010 5-163-680	VEHICLE-PARTS	44.18
I-169553/1		ANTIFREEZE, GASKET, SHELLAC	10.76			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		ANTIFREEZE		900 5-036-590	VEHICLE-EQUIP SUPPLIES	9.04
		GASKET, SHELLAC		900 5-036-520	DEPT SUPPLIES	1.72
I-169835/1		HYDRAULIC HOSE, FITTINGS	55.56			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		HYDRAULIC HOSE, FITTINGS		760 5-000-620	EQUIPMENT MAINTENANCE	55.56
I-171080/1		CLAMPS, FUEL LINE	3.47			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		CLAMPS, FUEL LINE		010 5-041-680	VEHICLE-PARTS	3.47
I-172838/1		BATTERY FOR GENERATOR	85.29			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		BATTERY FOR GENERATOR		800 5-020-590	VEHICLE-EQUIP SUPPLIES	85.29

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01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-173993/1		MOWER FAN X 3	25.83			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		MOWER FAN X 3		010 5-163-620	EQUIPMENT MAINTENANCE	25.83
I-178313		BATTERY X 2, CORE CHARGE	212.42			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		BATTERY X 2, CORE CHARGE		010 5-163-590	VEHICLE-EQUIP SUPPLIES	212.42
I-178559/1		BEARING X 12 FOR MOWERS	45.60			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		BEARING X 12 FOR MOWERS		010 5-163-620	EQUIPMENT MAINTENANCE	45.60
I-181247/1		DIAGNOSE ENGINE NOISE	70.00			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		DIAGNOSE ENGINE NOISE		010 5-023-690	VEHICLE-LABOR	70.00
		=== VENDOR TOTALS ===	1,281.39			
01-01040 CITY OF COFFEYVILLE						
I-201502041785		PUMP HOUSES	18,553.38			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		RIVER ROAD PUMP HOUSE		900 5-036-494	UTILITIES	17,991.60
		PFISTER PARK PUMP HOUSE		900 5-036-494	UTILITIES	561.78
		=== VENDOR TOTALS ===	18,553.38			
01-00680 CITY TREASURER						
I-201502021751		HEALTH CLAIMS PD/ADMIN EXPENS	22,842.10			
1/20/2015	AP	DRAFT CK# 000000 1/23/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	22,671.55
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	705.09
		COBRA REIMBURSEMENT		350 4-716-097	INSURANCE TRUST-HEALTH	534.54CR
I-201502021752		HEALTH CLAIMS PD/ADMIN EXPENS	25,146.26			
1/27/2015	AP	DRAFT CK# 000000 1/30/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	24,387.80
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	758.46
I-201502041787		HEALTH CLAIMS PD/ADMIN EXPENS	25,238.89			
2/03/2015	AP	DRAFT CK# 000000 2/06/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	24,477.64
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	761.25
		=== VENDOR TOTALS ===	73,227.25			

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01-00718 CLINT PERKINS						
I-744960		414 E 5TH LOT CLEAN UP	170.00			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		414 E 5TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	170.00
		=== VENDOR TOTALS ===	170.00			
01-00720 CLOUGH OIL COMPANY, INC.						
I-154184		OIL FOR CONCRETE DRILL	69.04			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		OIL FOR CONCRETE DRILL		010 5-163-545	MOTOR FUELS & LUB	69.04
I-154194		MOTOR OIL	599.90			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		MOTOR OIL		010 5-023-545	MOTOR FUELS & LUB	599.90
		=== VENDOR TOTALS ===	668.94			
01-00721 CLOUGH SERVICE						
I-43361445		FUEL-PUBLIC SVC-THRU 1/24	854.36			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-PUBLIC SVC-THRU 1/24		010 5-163-545	MOTOR FUELS & LUB	854.36
I-43361447		FUEL-ENGINEERING-THRU 1/24	45.93			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-ENGINEERING-THRU 1/24		010 5-071-545	MOTOR FUELS & LUB	45.93
I-43361448		FUEL-POLICE-THRU 1/24	1,041.61			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-POLICE-THRU 1/24		010 5-023-545	MOTOR FUELS & LUB	1,041.61
I-43361449		FUEL-ACO-THRU 1/24	140.77			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-ACO-THRU 1/24		010 5-025-545	MOTOR FUELS & LUB	140.77
I-43361450		FUEL-FIRE-THRU 1/24	289.48			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-FIRE-THRU 1/24		010 5-041-545	MOTOR FUELS & LUB	289.48
I-43361451		FUEL-CODE ENFRCMNT-THRU 1/24	16.74			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-CODE ENFRCMNT-THRU 1/24		010 5-045-545	MOTOR FUELS & LUB	16.74
I-43361452		FUEL-WATER DIST-THRU 1/24	437.31			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-WATER DIST-THRU 1/24		900 5-026-545	MOTOR FUELS & LUB	437.31

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01-00721 CLOUGH SERVICE		(** CONTINUED **)				
I-43361453		FUEL-WW COLLECTION-THRU 1/24	281.53			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-WW COLLECTION-THRU 1/24		900 5-027-545	MOTOR FUELS & LUB	281.53
I-43361455		FUEL-WW TREATMENT-THRU 1/24	44.07			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-WW TREATMENT-THRU 1/24		900 5-037-545	MOTOR FUELS & LUB	44.07
I-43361456		FUEL-METER READERS-THRU 1/24	94.97			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-METER READERS-THRU 1/24		010 5-017-545	MOTOR FUELS & LUB	94.97
I-43361457		FUEL-ELECTRIC DIST-THRU 1/24	821.96			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-ELECTRIC DIST-THRU 1/24		800 5-020-545	MOTOR FUELS & LUB	821.96
I-43361458		FUEL-ELECTRIC GEN-THRU 1/24	194.46			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-ELECTRIC GEN-THRU 1/24		800 5-030-545	MOTOR FUELS & LUB	194.46
I-43361459		FUEL-ELECTRIC ADMIN-THRU 1/24	55.14			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-ELECTRIC ADMIN-THRU 1/24		800 5-040-545	MOTOR FUELS & LUB	55.14
I-43361460		FUEL-W/WW ADMIN-THRU 1/24	62.43			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-W/WW ADMIN-THRU 1/24		900 5-046-545	MOTOR FUELS & LUB	62.43
I-43361461		FUEL-STORMWATER-THRU 1/24	189.65			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-STORMWATER-THRU 1/24		760 5-000-545	MOTOR FUELS & LUBE	189.65
I-43361462		FUEL-WIRELESS-THRU 1/24	33.01			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		FUEL-WIRELESS-THRU 1/24		720 5-000-545	MOTOR FUELS & LUBE	33.01
		=== VENDOR TOTALS ===	4,603.42			
01-00770 COFFEYVILLE AREA CHAMBER OF CO						
I-3209		CHAMBER ANNUAL MTG TABLE, MEA	355.00			
1/19/2015	AP	DUE: 2/18/2015 DISC: 2/18/2015		1099: N		
		CHAMBER ANNUAL MTG TABLE		010 5-012-521	SPECIAL EVENTS	250.00
		CHAMBER ANNUAL MTG MEAL		010 5-012-490	TRAVEL EXPENSE REIMBURSE	105.00
		=== VENDOR TOTALS ===	355.00			

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--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-57405 COX BUSINESS SERVICES						
I-201502031760		1/15 INTERNET, PRI LINES	7,359.48			
1/18/2015	AP	DUE: 2/17/2015 DISC: 2/17/2015		1099: N		
		1/15 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	6,800.00
		PRIMARY RATE INTERFACE LINES		010 5-131-416	COMMUNICATIONS	302.12
		PRIMARY RATE INTERFACE LINES		900 5-046-416	COMMUNICATIONS	11.19
		PRIMARY RATE INTERFACE LINES		800 5-040-416	COMMUNICATIONS	162.25
		PRIMARY RATE INTERFACE LINES		760 5-000-416	COMMUNICATIONS	5.59
		PRIMARY RATE INTERFACE LINES		370 5-000-416	COMMUNICATIONS	16.78
		PRIMARY RATE INTERFACE LINES		900 5-037-416	COMMUNICATIONS	22.38
		PRIMARY RATE INTERFACE LINES		720 5-000-416	COMMUNICATIONS	11.19
		PRIMARY RATE INTERFACE LINES		900 5-036-416	COMMUNICATIONS	16.78
		PRIMARY RATE INTERFACE LINES		900 5-026-416	COMMUNICATIONS	11.20
I-201502031772		CABLE TV FOR PRO SHOP	82.83			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		CABLE TV FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	82.83
		=== VENDOR TOTALS ===	7,442.31			
01-55232 CRISWELL ENGINEERING, LLC						
I-1418		1/15 PREVENTIVE MAINT-DSTRBTN	6,616.46			
1/23/2015	AP	DUE: 1/23/2015 DISC: 1/23/2015		1099: N		
		1/15 PREVENTIVE MAINT-DSTRBTN		800 5-020-424	CONTRACTUAL AGREEMENTS	6,616.46
		=== VENDOR TOTALS ===	6,616.46			
01-51732 CUMMINS CENTRAL POWER, LLC						
I-005-3430		FUEL FILTER X 2	83.19			
1/13/2015	AP	DUE: 1/13/2015 DISC: 1/13/2015		1099: N		
		FUEL FILTER X 2		800 5-020-680	VEHICLE-PARTS	83.19
		=== VENDOR TOTALS ===	83.19			
01-52730 DANKO EMERGENCY EQUIPMENT CO.						
I-64080		FOAM FOR EXTINGUISHMENT	310.00			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		FOAM FOR EXTINGUISHMENT		010 5-041-520	DEPT SUPPLIES	310.00
		=== VENDOR TOTALS ===	310.00			

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01-01650 DANNY GRIGG						
I-201502031761		LUNCH-TOPEKA-BULLETPROOF MIND	10.00			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		LUNCH-TOPEKA-BULLETPROOF MIND		010 5-023-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	10.00			
01-52808 DAVID M. BREDE						
I-201502031762		PRE-EMPLOYMENT POLYGRAPH	200.00			
1/16/2015	AP	DUE: 1/16/2015 DISC: 1/16/2015		1099: N		
		PRE-EMPLOYMENT POLYGRAPH		010 5-023-478	PROFESSIONAL SERVICES	200.00
		=== VENDOR TOTALS ===	200.00			
01-01175 DIGITAL CONNECTIONS, INC.						
I-34613		ADMIN, CSC MAINT AGRMNT, COPY	166.47			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		ADMIN MAINT AGRMNT, COPIES		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	124.04
		CSC MAINT AGRMNT, COPIES		010 5-017-448	EQUIPMENT-RENTAL/SERVICE	42.43
		=== VENDOR TOTALS ===	166.47			
01-52993 DOCUMENT DESTRUCTION, INC.						
I-7484		1/29/15 SHREDDING SERVICE	37.50			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		1/29/15 SHREDDING SERVICE		010 5-131-424	CONTRACTUAL AGREEMENTS	37.50
		=== VENDOR TOTALS ===	37.50			
01-01220 DOLLAR TIRE STORE						
I-23231		17" SENSOR INSTALLATION	12.50			
1/06/2015	AP	DUE: 2/05/2015 DISC: 2/05/2015		1099: N		
		17" SENSOR INSTALLATION		900 5-026-575	TIRES & TUBES	12.50
I-23233		24" REPAIR, O-RING	90.00			
1/06/2015	AP	DUE: 2/05/2015 DISC: 2/05/2015		1099: N		
		24" REPAIR, O-RING		010 5-163-575	TIRES & TUBES	90.00
I-23248		22.5" BANDAG	306.31			
1/07/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		22.5" BANDAG		010 5-163-575	TIRES & TUBES	306.31
I-23254		17" REPAIR	13.64			
1/08/2015	AP	DUE: 2/07/2015 DISC: 2/07/2015		1099: N		
		17" REPAIR		800 5-020-575	TIRES & TUBES	13.64

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01-01220 DOLLAR TIRE STORE		(** CONTINUED **)				
I-23267		16" REPAIR	15.00			
1/09/2015	AP	DUE: 2/08/2015 DISC: 2/08/2015		1099: N		
		16" REPAIR		010 5-163-575	TIRES & TUBES	15.00
I-23284		11R-22.5 GT RADIAL X 4	1,670.80			
1/09/2015	AP	DUE: 2/08/2015 DISC: 2/08/2015		1099: N		
		11R-22.5 GT RADIAL X 4		010 5-041-575	TIRES & TUBES	1,670.80
I-23346		12" REPAIR, TUBE	24.50			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		12" REPAIR, TUBE		370 5-000-575	TIRES & TUBES	24.50
I-23382		17" ROTATION	20.00			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		17" ROTATION		010 5-025-575	TIRES & TUBES	20.00
I-23496		17" REPAIR	12.50			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		17" REPAIR		010 5-025-575	TIRES & TUBES	12.50
I-23499		8.25-15 DEESTONE, TUBE	245.25			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		8.25-15 DEESTONE, TUBE		010 5-163-575	TIRES & TUBES	245.25
I-23567		235/758-15 HANKOOK X 2	200.40			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		235/758-15 HANKOOK X 2		900 5-036-575	TIRES & TUBES	200.40
		=== VENDOR TOTALS ===	2,610.90			
01-01330 ELECTRIC DEPARTMENT PETTY CASH						
I-32497		POSTAGE, FUEL, KEYS	77.16			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		POSTAGE TO SEGA, EPA		800 5-040-550	OFFICE SUPPLIES	2.17
		CAR CHARGER, DUPLICATE KEY		800 5-020-520	DEPT SUPPLIES	11.72
		PLATES, FORKS-AWARD CAKE		800 5-040-520	DEPT SUPPLIES	3.27
		FUEL-TULSA-TRUCK REPAIR		800 5-020-545	MOTOR FUELS & LUB	60.00
		=== VENDOR TOTALS ===	77.16			

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01-53289 ENTENMANN-ROVIN COMPANY						
I-0105515-IN		REFINISH, REPAIR 9 BADGES	472.90			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		REFINISH, REPAIR 9 BADGES		010 5-023-515	CLOTHING	472.90
		=== VENDOR TOTALS ===	472.90			
01-53322 ENVIRONMENTAL SYSTEMS RESEARCH						
I-92931549		GIS SOFTWARE MAINTENANCE	3,150.00			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		GIS SOFTWARE MAINTENANCE		800 5-020-424	CONTRACTUAL AGREEMENTS	1,669.50
		GIS SOFTWARE MAINTENANCE		900 5-026-424	CONTRACTUAL AGREEMENTS	472.50
		GIS SOFTWARE MAINTENANCE		900 5-027-424	CONTRACTUAL AGREEMENTS	661.50
		GIS SOFTWARE MAINTENANCE		760 5-000-424	CONTRACTUAL AGREEMENTS	346.50
		=== VENDOR TOTALS ===	3,150.00			
01-53357 EVOQUA WATER TECHNOLOGIES, LLC						
I-902018889		VALVES X 2-DI UNIT REPAIRS	1,559.62			
1/19/2015	AP	DUE: 1/19/2015 DISC: 1/19/2015		1099: N		
		VALVES X 2-DI UNIT REPAIRS		800 5-030-620	EQUIPMENT MAINTENANCE	1,559.62
		=== VENDOR TOTALS ===	1,559.62			
01-53435 FASTENAL COMPANY						
I-KSCOF79379		GLOVES FOR W/WW	68.84			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		GLOVES FOR W/WW		900 5-026-515	CLOTHING	34.42
		GLOVES FOR W/WW		900 5-027-515	CLOTHING	34.42
I-KSCOF79380		SOCKET RAIL SYSTEM, BOLTS	68.60			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		SOCKET RAIL SYSTEM		010 5-163-580	TOOLS	9.26
		BOLT FOR SNOW PLOWS X 40		010 5-163-520	DEPT SUPPLIES	59.34
I-KSCOF79398		LOCKWASHER X 100, CAPSCREW X	5.59			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		LOCKWASHER X 100, CAPSCREW X 5		010 5-163-520	DEPT SUPPLIES	5.59
I-KSCOF79401		CAP SCREW X 5	3.00			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		CAP SCREW X 5		010 5-163-520	DEPT SUPPLIES	3.00
I-KSCOF79435		SKT RAIL SYS, WRENCH, SCREWS	86.93			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		SOCKET RAIL SYSTEM, WRENCH		010 5-163-580	TOOLS	62.92
		FLANGE SCREWS, EYE NUTS		010 5-163-520	DEPT SUPPLIES	24.01

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01-53435 FASTENAL COMPANY		(** CONTINUED **)				
I-KSCOF79453		WYPALL TOWELS	121.40			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		WYPALL TOWELS		800 5-030-520	DEPT SUPPLIES	121.40
I-KSCOF79462		AA, AAA BATTERIES X 2 CASES	36.61			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		AA, AAA BATTERIES X 2 CASES		800 5-020-505	BATTERIES-NON VEHICLES	36.61
I-KSCOF79472		NUTS, BOLTS	8.00			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		NUTS, BOLTS		900 5-026-520	DEPT SUPPLIES	8.00
I-KSCOF79487		GLOVES X 2	11.48			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		GLOVES X 2		010 5-163-515	CLOTHING	11.48
I-KSCOF79505		HEX CAP SCREWS	21.03			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		HEX CAP SCREWS		010 5-163-520	DEPT SUPPLIES	21.03
I-KSCOF79508		FLEX GLOVES	1.44			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		FLEX GLOVES		010 5-163-520	DEPT SUPPLIES	1.44
I-KSCOF79517		GLOVES X 14	40.15			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		GLOVES X 14		010 5-163-515	CLOTHING	40.15
I-KSCOF79563		LOCK NUT X 25	6.65			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		LOCK NUT X 25		010 5-163-520	DEPT SUPPLIES	6.65
I-KSCOF79565		VINYL TAPE X 60 ROLLS	272.02			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		VINYL TAPE X 60 ROLLS		800 5-020-520	DEPT SUPPLIES	272.02
		=== VENDOR TOTALS ===	751.74			
01-53474 FERGUSON ENTERPRISES, INC.						
I-0452466		BRASS FITTINGS, PIPE, LUBE	550.71			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		BRASS FITTINGS, PIPE, LUBE		900 5-026-555	PLUMBING SUPPLIES	550.71
I-0452756		FROST FREE HYDRANTS, PLUGS	551.15			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		FROST FREE HYDRANTS, PLUGS		900 5-026-555	PLUMBING SUPPLIES	551.15

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01-53474 FERGUSON ENTERPRISES, INC. (** CONTINUED **)						
I-0453169		DEWATERING PUMP-METER MAN	375.00			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		DEWATERING PUMP-METER MAN		900 5-026-850	OTHER EQUIP	375.00
I-0453483		PLUG X 50, GASKET X 25	355.75			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		PLUG X 50, GASKET X 25		900 5-027-850	OTHER EQUIP	355.75
I-0454077		3/4" COMP COUPLING X 10	186.33			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		3/4" COMP COUPLING X 10		900 5-026-555	PLUMBING SUPPLIES	186.33
I-0454116		RUBBER COUPLINGS, PLUGS	214.71			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		RUBBER COUPLINGS, PLUGS		900 5-027-555	PLUMBING SUPPLIES	214.71
I-0454120		10" RUBBER COUPLING X 4	118.70			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		10" RUBBER COUPLING X 4		900 5-027-555	PLUMBING SUPPLIES	118.70
		=== VENDOR TOTALS ===	2,352.35			
01-01329 FIREX, INC						
I-031616		ESCAPE PACK HYDRO TEST	120.00			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		ESCAPE PACK HYDRO TEST		900 5-027-570	SAFETY EQUIPMENT	120.00
I-032667		ALARM INSPECTION, EXTINGUISHE	529.00			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		ALARM INSPECTION, EXTINGUISHER		020 5-140-570	SAFETY EQUIPMENT	529.00
		=== VENDOR TOTALS ===	649.00			
01-50170 FLEET SERVICES						
I-39619718		TRAVEL FUEL CARD CHARGES	111.39			
1/31/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		TRAVEL FUEL CARD CHARGES		010 5-023-545	MOTOR FUELS & LUB	42.79
		TRAVEL FUEL CARD CHARGES		800 5-020-545	MOTOR FUELS & LUB	68.60
		=== VENDOR TOTALS ===	111.39			

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01-53732 FRONTIER INTERNATIONAL TRUCKS,						
I-201739		VALVES, SPRINGS, PEDAL, LABOR	4,742.82			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		VALVE, SPRING, PEDAL, FITTINGS		800 5-020-680	VEHICLE-PARTS	1,903.62
		R/R SPRINGS, VALVES, GOVERNER		800 5-020-690	VEHICLE-LABOR	2,839.20
I-925693		FUEL FILTERS	153.76			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		FUEL FILTERS		900 5-027-680	VEHICLE-PARTS	153.76
		=== VENDOR TOTALS ===	4,896.58			
01-53743 G & G DOZER LLC						
I-6651		30 YD ROLL OFF 418 W 1ST	300.00			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		30 YD ROLL OFF 418 W 1ST		700 5-000-424	CONTRACTUAL AGREEMENTS	300.00
I-6658		40 YD ROLL OFF 1003 W 13TH	375.00			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		40 YD ROLL OFF 1003 W 13TH		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
I-6664		40 YD PU/RESET 1003 W 13TH	375.00			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		40 YD PU/RESET 1003 W 13TH		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
		=== VENDOR TOTALS ===	1,050.00			
01-53800 GALLS, LLC						
I-003001932		UNIFORM BOOTS - BASTIAN	139.99			
1/19/2015	AP	DUE: 2/18/2015 DISC: 2/18/2015		1099: N		
		UNIFORM BOOTS - BASTIAN		010 5-041-515	CLOTHING	139.99
I-003060016		DEFENSE SPRAY CASE-BAILEY	54.31			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		DEFENSE SPRAY CASE-BAILEY		010 5-023-515	CLOTHING	54.31
I-003062253		PDU UNIFORM PANT-BAILEY	96.65			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		PDU UNIFORM PANT-BAILEY		010 5-023-515	CLOTHING	96.65
		=== VENDOR TOTALS ===	290.95			

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01-53930 GLENN SECURITY SYSTEMS, INC.						
I-20907		QUARTERLY MONITORING-PRO SHOP	72.00			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		QUARTERLY MONITORING-PRO SHOP		370 5-000-478	PROF/PROJECT SERVICES	72.00
		=== VENDOR TOTALS ===	72.00			
01-54032 GRAYBAR ELECTRIC COMPANY, INC.						
I-976778337		INSULINKS X 500	194.07			
1/13/2015	AP	DUE: 1/13/2015 DISC: 1/13/2015		1099: N		
		INSULINKS X 500		800 5-020-520	DEPT SUPPLIES	194.07
I-976848285		POLE SETTING FOAM X 90 BOXES	5,940.27			
1/16/2015	AP	DUE: 1/16/2015 DISC: 1/16/2015		1099: N		
		POLE SETTING FOAM X 90 BOXES		800 5-020-850	OTHER EQUIP	5,940.27
I-977036044		HI VIS RAINSUITS X 3	574.28			
1/28/2015	AP	DUE: 1/28/2015 DISC: 1/28/2015		1099: N		
		HI VIS RAINSUITS X 3		800 5-020-515	CLOTHING	574.28
		=== VENDOR TOTALS ===	6,708.62			
01-54160 HACH COMPANY						
I-9214439		LAB TEST SUPPLIES FOR WTP	689.70			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		LAB TEST SUPPLIES FOR WTP		900 5-036-525	DRUGS & CHEMICALS	689.70
		=== VENDOR TOTALS ===	689.70			
01-54240 HARCROS CHEMICALS, INC.						
I-060066852		AMMONIA FOR WTP	706.80			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		AMMONIA FOR WTP		900 5-036-525	DRUGS & CHEMICALS	706.80
		=== VENDOR TOTALS ===	706.80			
01-54383 HERITAGE CRYSTAL CLEAN LLC						
I-13280226		30 GAL TOOL CLEANER	341.22			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		30 GAL TOOL CLEANER 1/3		900 5-027-520	DEPT SUPPLIES	113.74
		30 GAL TOOL CLEANER 1/3		900 5-026-520	DEPT SUPPLIES	113.74
		30 GAL TOOL CLEANER 1/3		010 5-163-520	DEPT SUPPLIES	113.74
		=== VENDOR TOTALS ===	341.22			

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01-54384 HERTZ EQUIPMENT RENTAL CORPORA						
I-74688254-001		AIR DRILL REPAIR	543.36			
1/28/2015	AP	DUE: 1/28/2015 DISC: 1/28/2015		1099: N		
		AIR DRILL REPAIR		900 5-026-620	EQUIPMENT MAINTENANCE	543.36
		=== VENDOR TOTALS ===	543.36			
01-01750 HEYMANN IRON & METAL						
I-0014688		144 FT IRON FOR CHIPPER STAND	216.00			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		144 FT IRON FOR CHIPPER STAND		010 5-163-520	DEPT SUPPLIES	216.00
		=== VENDOR TOTALS ===	216.00			
01-52016 HIBU, INC. - WEST F/K/A YELLOW						
I-201502031784		WHITE PAGES/DISPLAY ADS-MG CO	3,724.00			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		WHITE PAGES/DISPLAY ADS-MG CO		010 5-131-482	PUBLIC NOTICES	1,862.00
		WHITE PAGES/DISPLAY ADS-MG CO		800 5-040-482	PUBLIC NOTICES	931.00
		WHITE PAGES/DISPLAY ADS-MG CO		900 5-046-482	PUBLIC NOTICES	465.50
		WHITE PAGES/DISPLAY ADS-MG CO		900 5-047-482	PUBLIC NOTICES	465.50
		=== VENDOR TOTALS ===	3,724.00			
01-01770 HILLCREST GOLF COURSE PETTY CA						
I-1185		5 CASES BEER FROM LDF	106.15			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		5 CASES BEER FROM LDF		370 5-000-506	BEER-GOLF COURSE	106.15
I-1186		7 CASES BEER FROM BEST BEV	152.95			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		7 CASES BEER FROM BEST BEV		370 5-000-506	BEER-GOLF COURSE	152.95
		=== VENDOR TOTALS ===	259.10			
01-54605 HUBER & ASSOCIATES, INC.						
I-CW80554		ENTERPOL LICENSE, MAINTENANCE	12,080.00			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		ENTERPOL LICENSE, MAINTENANCE		510 5-000-448	EQUIPMENT-RENTAL/SERVICE	12,080.00
		=== VENDOR TOTALS ===	12,080.00			

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   --------ID--------                                      GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------   DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================================
01-54680   IBM CORPORATION
_____________________________________________________________________________________________________________________________________
   I-1509970          AS/400 E-SERVER ANN MTN AGRMN      1,473.84
    1/10/2015    AP   DUE:  2/09/2015 DISC:  2/09/2015              1099: N
                      AS/400 E-SERVER ANN MTN AGRMNT                010 5-018-448      EQUIPMENT-RENTAL/SERVICE     1,473.84

                      === VENDOR TOTALS ===              1,473.84
=====================================================================================================================================
01-01910   IRONTIME SALES, INC.
_____________________________________________________________________________________________________________________________________
   I-0002363-IN       RAILROAD TIE X 32 FOR PARKS          384.00
    1/05/2015    AP   DUE:  2/04/2015 DISC:  2/04/2015              1099: N
                      RAILROAD TIE X 32 FOR PARKS                   010 5-163-520      DEPT SUPPLIES                  384.00

                      === VENDOR TOTALS ===                384.00
=====================================================================================================================================
01-01930   ISHAM TRUE VALUE HARDWARE
_____________________________________________________________________________________________________________________________________
   I-4155             PIPE, TEES, ELLS, PLUG                59.67
    1/20/2015    AP   DUE:  2/19/2015 DISC:  2/19/2015              1099: N
                      PIPE, TEES, ELLS, PLUG                        800 5-030-520      DEPT SUPPLIES                   59.67
_____________________________________________________________________________________________________________________________________
   I-5079             BRACKETS, BRASS POLISH                44.10
    1/13/2015    AP   DUE:  2/12/2015 DISC:  2/12/2015              1099: N
                      BRACKETS, BRASS POLISH                        010 5-041-520      DEPT SUPPLIES                   44.10
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   I-5080             ZIPLOC BAGS                            3.99
    1/14/2015    AP   DUE:  2/13/2015 DISC:  2/13/2015              1099: N
                      ZIPLOC BAGS                                   010 5-163-520      DEPT SUPPLIES                    3.99
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   I-5081             STARTING FLUID                         3.09
    1/14/2015    AP   DUE:  2/13/2015 DISC:  2/13/2015              1099: N
                      STARTING FLUID                                010 5-041-520      DEPT SUPPLIES                    3.09
_____________________________________________________________________________________________________________________________________
   I-5082             WATER HOSE FOR PARK RR                39.99
    1/15/2015    AP   DUE:  2/14/2015 DISC:  2/14/2015              1099: N
                      WATER HOSE FOR PARK RR                        010 5-163-520      DEPT SUPPLIES                   39.99
_____________________________________________________________________________________________________________________________________
   I-5083             FLASHLIGHT BULBS                       5.21
    1/16/2015    AP   DUE:  2/15/2015 DISC:  2/15/2015              1099: N
                      FLASHLIGHT BULBS                              800 5-030-530      ELECTRICAL                       5.21
_____________________________________________________________________________________________________________________________________
   I-5084             BATTERY FOR SR. CITIZEN DOOR           2.99
    1/20/2015    AP   DUE:  2/19/2015 DISC:  2/19/2015              1099: N
                      BATTERY FOR SR. CITIZEN DOOR                  010 5-163-505      BATTERIES-NON VEHICLES           2.99
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   I-5085             WALL SOAP DISH FOR PARK RR             3.59
    1/26/2015    AP   DUE:  2/25/2015 DISC:  2/25/2015              1099: N
                      WALL SOAP DISH FOR PARK RR                    010 5-163-520      DEPT SUPPLIES                    3.59
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01-01930 ISHAM TRUE VALUE HARDWARE (** CONTINUED **)						
I-5086		PRIMER, PAINT	7.28			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		PRIMER, PAINT		010 5-041-520	DEPT SUPPLIES	7.28
I-5087		BOLT, NIPPLE	6.73			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		BOLT, NIPPLE		010 5-041-680	VEHICLE-PARTS	6.73
I-5088		DOOR SWEEP X 2	17.98			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		DOOR SWEEP X 2		010 5-163-520	DEPT SUPPLIES	17.98
		=== VENDOR TOTALS ===	194.62			
01-55140 JCI INDUSTRIES, INC.						
I-8100252		SEAL KIT	615.08			
1/19/2015	AP	DUE: 2/18/2015 DISC: 2/18/2015		1099: N		
		SEAL KIT		900 5-037-620	EQUIPMENT MAINTENANCE	523.38
		1 GAL LUBE OIL		900 5-037-545	MOTOR FUELS & LUB	91.70
I-8100314		REPAIR KIT FOR CHECK VALVE	160.28			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		REPAIR KIT FOR CHECK VALVE		900 5-037-620	EQUIPMENT MAINTENANCE	160.28
		=== VENDOR TOTALS ===	775.36			
01-59550 JOE SMITH COMPANY, INC.						
I-888887		BATTERIES, CANDY, CHIPS, CUPS	158.56			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		4 PACK AA BATTERY X 3		370 5-000-505	BATTERIES-NON VEHICLES	10.59
		CANDY, CHIPS, CUPS		370 5-000-507	CONCESSIONS	147.97
		=== VENDOR TOTALS ===	158.56			
01-55580 KANSAS DEPARTMENT OF AGRICULTU						
I-201502031773		2015 FOOD SERVICE LICENSE-POO	225.00			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		2015 FOOD SERVICE LICENSE-POOL		450 5-000-486	TAXES,LICENSES,PERMITS	225.00
I-201502031774		2015 FOOD SERVICE LICENSE-HGC	225.00			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		2015 FOOD SERVICE LICENSE-HGC		370 5-000-486	TAXES,LICENSES,PERMITS	225.00
		=== VENDOR TOTALS ===	450.00			

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01-55600 KANSAS DEPARTMENT OF HEALTH &						
I-201501271739		CLASS 2 RENEWAL-J. BRADSHAW	20.00			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		CLASS 2 RENEWAL-J. BRADSHAW		900 5-036-486	TAXES,LICENSES,PERMITS	20.00
I-201501301743		CLASS 3 RENEWAL-BILBY	20.00			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		CLASS 3 RENEWAL-BILBY		900 5-037-486	TAXES,LICENSES,PERMITS	20.00
I-201502031764		CLASS 4 RENEWAL-SHIVELY	20.00			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		CLASS 4 RENEWAL-SHIVELY		900 5-036-486	TAXES,LICENSES,PERMITS	20.00
		=== VENDOR TOTALS ===	60.00			
01-55572 KANSAS DEPARTMENT OF HEALTH AN						
I-201502031763		4TH QTR 2014 LAB TESTING	906.00			
1/31/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		4TH QTR 2014 LAB TESTING		900 5-036-478	PROF/PROJECT SERVICES	906.00
		=== VENDOR TOTALS ===	906.00			
01-55601 KANSAS DEPARTMENT OF HEALTH AN						
I-201502031765		YAC GYM FLOOR MONITORING FEE	300.00			
1/31/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		YAC GYM FLOOR MONITORING FEE		140 5-134-478	PROFESSIONAL SERVICES	300.00
		=== VENDOR TOTALS ===	300.00			
01-55700 KANSAS HIGHWAY PATROL						
I-6169876 - 6169900		KHP VINS	50.00			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	50.00
I-6169901 - 6169925		KHP VINS	44.00			
1/07/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	44.00
I-6169926 - 6169950		KHP VINS	46.00			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	46.00
		=== VENDOR TOTALS ===	140.00			

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01-02070 KANSAS LUMBER COMPANY						
C-276491		RETURN MORTAR MIX	10.20CR			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		RETURN MORTAR MIX		010 5-163-520	DEPT SUPPLIES	10.20CR
I-276571		80# CONCRETE MIX	4.59			
1/02/2015	AP	DUE: 2/01/2015 DISC: 2/01/2015		1099: N		
		80# CONCRETE MIX		900 5-027-510	CEMENT & ASPHALT	4.59
I-276853		BOARDS, SCREWS-DEPLOY PROP	32.82			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		BOARDS, SCREWS-DEPLOY PROP		010 5-041-520	DEPT SUPPLIES	32.82
I-276863		CONCRETE BLOCKS, CAPS	20.90			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		CONCRETE BLOCKS, CAPS		900 5-026-520	DEPT SUPPLIES	20.90
I-276868		150' ROLL REMESH	83.45			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		150' ROLL REMESH		010 5-163-520	DEPT SUPPLIES	83.45
I-276884		CONCRETE CAP X 8	16.72			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		CONCRETE CAP X 8		900 5-027-520	DEPT SUPPLIES	16.72
I-276924		LUMBER, SCREWS, SHIMS	35.69			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		LUMBER, SCREWS, SHIMS		010 5-091-520	DEPT SUPPLIES	35.69
I-276947		12' BOARD FOR RAMP	10.15			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		12' BOARD FOR RAMP		010 5-091-520	DEPT SUPPLIES	10.15
I-276951		ROLL OF FLASHING	9.39			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		ROLL OF FLASHING		900 5-027-520	DEPT SUPPLIES	9.39
I-277076		LUMBER FOR RESTRM COUNTER	140.75			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		LUMBER FOR RESTRM COUNTER		010 5-163-520	DEPT SUPPLIES	140.75
I-277146		LANDSCAPE POST X 4	19.16			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		LANDSCAPE POST X 4		370 5-000-520.02	DEPT. SUPPLIES-COURSE MA	19.16
I-277170		BOX OF #8 SCREWS	6.09			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		BOX OF #8 SCREWS		010 5-163-520	DEPT SUPPLIES	6.09
		=== VENDOR TOTALS ===	369.51			

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ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-55749 KANSAS MUNICIPAL ENERGY AGENCY						
I-NERC-COMP-15-01		1/15 SPP NERC COMPLIANCE	3,600.00			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		1/15 SPP NERC COMPLIANCE		800 5-022-478	PROF/PROJECT SERVICES	3,600.00
		=== VENDOR TOTALS ===	3,600.00			
01-55790 KANSAS MUNICIPAL UTILITIES, IN						
I-12512		2015 MEMBERSHIP DUES	13,261.00			
1/10/2015	AP	DUE: 2/09/2015 DISC: 2/09/2015		1099: N		
		2015 MEMBERSHIP DUES		800 5-040-444	DUES/SUBSCRIPTION/PUBLIC	13,261.00
I-12662		1ST QTR 2015 TRAINING DUES	3,750.00			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		1ST QTR 2015 TRAINING DUES		800 5-040-444	DUES/SUBSCRIPTION/PUBLIC	3,750.00
		=== VENDOR TOTALS ===	17,011.00			
01-55810 KANSAS ONE-CALL SYSTEM, INC.						
I-5010201		1/15 LOCATE FEES	170.00			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		1/15 LOCATE FEES-50%		800 5-020-478	PROF/PROJECT SERVICES	85.00
		1/15 LOCATE FEES-25%		900 5-026-478	PROF/PROJECT SERVICES	42.50
		1/15 LOCATE FEES-25%		900 5-027-478	PROF/PROJECT SERVICES	42.50
		=== VENDOR TOTALS ===	170.00			
01-55355 KANSAS RURAL WATER ASSOCIATION						
I-201501301741		KRWA CONFERENCE RGSTN-BRADSHA	165.00			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		KRWA CONFERENCE RGSTN-BRADSHAW		900 5-037-428	CONFERENCES-SCHOOLS	165.00
I-201501301742		KRWA CONFERENCE RGSTN-BARG	165.00			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		KRWA CONFERENCE RGSTN-BARG		900 5-026-428	CONFERENCES-SCHOOLS	165.00
		=== VENDOR TOTALS ===	330.00			
01-59250 KANSAS SECRETARY OF STATE						
I-201502031766		2014 KSA SUPPLEMENT X 2	243.00			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		2014 KSA SUPPLEMENT		010 5-013-444	DUES/SUBSCRIPTION/PUBLIC	121.50
		2014 KSA SUPPLEMENT		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	121.50
		=== VENDOR TOTALS ===	243.00			

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--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-56040 KISATCHIE TREATING, LLC						
I-44601380		65 FT. POLES-SANTA FE REBUILD	10,247.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		65 FT. POLES-SANTA FE REBUILD		810 5-020-860	POLES	10,247.00
		=== VENDOR TOTALS ===	10,247.00			
01-55740 KMGA GAS SUPPLY OPERATING FUND						
I-KMGACOEST201501		1/15 ESTIMATED GAS CHARGES	44,791.41			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		1/15 ESTIMATED GAS CHARGES		800 5-030-535	FUEL-GAS PURCHASE	44,791.41
		=== VENDOR TOTALS ===	44,791.41			
01-56100 KRIZ-DAVIS COMPANY						
I-S100992177.002		150 W LIGHT FIXTURES X 19	3,895.08			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		150 W LIGHT FIXTURES X 19		800 5-020-850	OTHER EQUIP	3,895.08
I-S100992177.003		150 W HPS LIGHT W/IGNITR X 24	2,616.98			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		150 W HPS LIGHT W/IGNITR X 240		800 5-020-530	ELECTRICAL	2,616.98
I-S101015428.001		FIBER OPTICS-SANTA FE REBUILD	15,094.82			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		FIBER OPTICS-SANTA FE REBUILD		810 5-020-815	CONDUCTORS	15,094.82
I-S101015842.001		BALLAST,LIGHTS-PD REPAIRS	196.50			
1/19/2015	AP	DUE: 2/18/2015 DISC: 2/18/2015		1099: N		
		BALLAST,LIGHTS-PD REPAIRS		800 5-020-572	SUPPLIES-OTHER	196.50
I-S101022464.001		BALLASTS X 2-STOCK	117.90			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		BALLASTS X 2-STOCK		800 5-020-530	ELECTRICAL	117.90
		=== VENDOR TOTALS ===	21,921.28			
01-56130 KUSTOM SIGNALS, INC.						
I-508675		ACC-GEIIX WIRE REMOTE	96.00			
1/19/2015	AP	DUE: 2/18/2015 DISC: 2/18/2015		1099: N		
		ACC-GEIIX WIRE REMOTE		010 5-023-620	EQUIPMENT MAINTENANCE	96.00
		=== VENDOR TOTALS ===	96.00			

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01-56500 LOCKE SUPPLY COMPANY						
I-25013040-00		PAD, HOG HAIR FILTER X 4	50.89			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		PAD FOR PD TOWER GENERATOR		010 5-023-520	DEPT SUPPLIES	34.97
		HOG HAIR FILTER X 4		010 5-025-610	BUILDING MAINTENANCE	15.92
		=== VENDOR TOTALS ===	50.89			
01-56810 MAXWELL SUPPLY OF TULSA, INC.						
I-263274		50 LB GROUT X 20 FOR HIWAY PI	306.10			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		50 LB GROUT X 20 FOR HIWAY PIN		010 5-163-520	DEPT SUPPLIES	306.10
		=== VENDOR TOTALS ===	306.10			
01-02430 MED-ECON PHARMACY						
I-201502021745		UPS - EQUIPMENT RETURN	2.00			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		UPS - EQUIPMENT RETURN		900 5-037-550	OFFICE SUPPLIES	2.00
		=== VENDOR TOTALS ===	2.00			
01-56909 METRO COURIER, INC.						
I-0082987-IN		LAB TEST TO KDHE	26.30			
1/15/2015	AP	DUE: 1/15/2015 DISC: 1/15/2015		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	26.30
		=== VENDOR TOTALS ===	26.30			
01-57030 MID-STATES ORGANIZED CRIME INF						
I-33048-22034		2015 MEMBERSHIP FEE	200.00			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		2015 MEMBERSHIP FEE		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	200.00
		=== VENDOR TOTALS ===	200.00			
01-57070 MIDWEST DRAIN EQUIPMENT COMPAN						
I-29788		CABLES FOR SEWER CLEANER	513.00			
1/24/2015	AP	DUE: 1/24/2015 DISC: 1/24/2015		1099: N		
		CABLES FOR SEWER CLEANER		900 5-027-850	OTHER EQUIP	513.00
		=== VENDOR TOTALS ===	513.00			

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01-02394 MIKE O' CONNOR						
I-201502021758		MEALS, MILEAGE-WI TRUCK PLANT	229.05			
1/24/2015	AP	DUE: 1/24/2015 DISC: 1/24/2015		1099: N		
		MEALS-WI TRUCK PLANT		010 5-041-490	TRAVEL EXPENSE REIMBURSE	37.00
		AIRPORT MILEAGE-WI TRUCK PLANT		010 5-041-490	TRAVEL EXPENSE REIMBURSE	192.05
I-321723		REIMBURSE UNIFORM SHOES	81.86			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		REIMBURSE UNIFORM SHOES		010 5-041-515	CLOTHING	81.86
		=== VENDOR TOTALS ===	310.91			
01-57482 MYGOV, LLC						
I-104906		2/15 USER LICENSES, SUPPORT	450.00			
2/01/2015	AP	DUE: 2/01/2015 DISC: 2/01/2015		1099: N		
		2/15 SOFTWARE SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	125.00
		2/15 SOFTWARE SUPPORT		010 5-072-424	CONTRACTUAL AGREEMENTS	125.00
		2/15 USER LICENSES X 2		010 5-045-424	CONTRACTUAL AGREEMENTS	100.00
		2/15 USER LICENSE		010 5-041-424	CONTRACTUAL AGREEMENTS	50.00
		2/15 USER LICENSE		010 5-072-424	CONTRACTUAL AGREEMENTS	50.00
		=== VENDOR TOTALS ===	450.00			
01-57783 NEWMAN SIGNS, INC.						
I-TI-0282288		75' STREET SIGN SHEETING	127.50			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		75' STREET SIGN SHEETING		010 5-163-585	TRAFFIC SIGN MATERIAL	127.50
I-TI-0282368		SIGN FACES, BLADES, LETTERS	1,000.40			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		SIGN FACES, BLADES, LETTERS		010 5-163-585	TRAFFIC SIGN MATERIAL	1,000.40
		=== VENDOR TOTALS ===	1,127.90			
01-57825 NORTHERN SAFETY COMPANY, INC.						
I-901266423		AA, AAA BATTERIES	72.96			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		AA, AAA BATTERIES		800 5-020-505	BATTERIES-NON VEHICLES	72.96
		=== VENDOR TOTALS ===	72.96			

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01-02720 O'REILLY AUTOMOTIVE, INC.						
C-0144-382861		RETURN OIL, AIR FILTERS	40.08CR			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		RETURN OIL, AIR FILTERS		010 5-071-680	VEHICLE-PARTS	40.08CR
C-0144-408859		RETURN FUEL FILTERS	30.12CR			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		RETURN FUEL FILTERS		010 5-163-680	VEHICLE-PARTS	30.12CR
C-0144-423704		CREDIT FOR RECYCLE FEE	25.00CR			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		CREDIT FOR RECYCLE FEE		010 5-163-545	MOTOR FUELS & LUB	25.00CR
I-0144-399036		BATTERY FOR KEYLESS ENTRY	5.99			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		BATTERY FOR KEYLESS ENTRY		010 5-023-505	BATTERIES-NON VEHICLES	5.99
I-0144-407672		GREASE, CAPSULE	15.73			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		GREASE, CAPSULE		010 5-023-545	MOTOR FUELS & LUB	15.73
I-0144-418459		WIPER BLADES	14.94			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		WIPER BLADES		720 5-000-590	VEHICLE-EQUIP SUPPLIES	14.94
I-0144-428228		MECHANIC RAMP, WIPER FLUID	84.93			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		MECHANIC VEHICLE RAMPS		010 5-163-520	DEPT SUPPLIES	57.99
		1 GAL WIPER FLUID X 6		010 5-163-590	VEHICLE-EQUIP SUPPLIES	26.94
I-0144-428229		1 GAL WIPER FLUID X 6	26.94			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		1 GAL WIPER FLUID X 6		010 5-163-590	VEHICLE-EQUIP SUPPLIES	26.94
I-0144-428401		IDLER PULLEY	20.80			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		IDLER PULLEY		010 5-163-680	VEHICLE-PARTS	20.80
I-0144-429471		FUEL FILTER	53.99			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		FUEL FILTER		900 5-027-680	VEHICLE-PARTS	53.99
I-0144-429567		BELT	68.17			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		BELT		010 5-163-680	VEHICLE-PARTS	68.17
I-0144-429721		SPARK PLUG TESTER	17.99			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		SPARK PLUG TESTER		010 5-163-580	TOOLS	17.99

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01-02720 O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)						
I-0144-429787		OIL PAN SET, SEAL	71.39			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		OIL PAN SET, SEAL		010 5-017-680	VEHICLE-PARTS	71.39
I-0144-430121		CONNECTOR, HOSE	4.77			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		CONNECTOR, HOSE		010 5-017-680	VEHICLE-PARTS	4.77
I-0144-430126		COOLANT HOSE	7.85			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		COOLANT HOSE		010 5-017-680	VEHICLE-PARTS	7.85
I-0144-430180		SPARK PLUG X 8, IGN WIRE SET	107.80			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		SPARK PLUG X 8, IGN WIRE SET		010 5-017-680	VEHICLE-PARTS	107.80
		=== VENDOR TOTALS ===	406.09			
01-02700 O.K. ELECTRIC WORKS, INC.						
I-14555		MOTOR REBUILD	1,459.88			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		MOTOR REBUILD		900 5-036-620	EQUIPMENT MAINTENANCE	1,459.88
I-14571		NEW PRIMER MOTOR	220.41			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		NEW PRIMER MOTOR		010 5-041-680	VEHICLE-PARTS	220.41
		=== VENDOR TOTALS ===	1,680.29			
01-02725 ORSCHELN FARM & HOME, LLC						
I-6892		BINDER RATCHET	59.99			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		BINDER RATCHET		010 5-163-580	TOOLS	59.99
		=== VENDOR TOTALS ===	59.99			
01-58037 PACE ANALYTICAL SERVICES, INC.						
I-156174640		LAB TEST FOR WWTP	145.00			
1/19/2015	AP	DUE: 2/18/2015 DISC: 2/18/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	145.00
I-156174660		LAB TEST FOR WWTP	128.00			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	128.00

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01-58037 PACE ANALYTICAL SERVICES, INC.(** CONTINUED **)						
I-156175031		LAB TEST FOR WWTP	145.00			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	145.00
I-156175093		LAB TEST FOR WWTP	239.00			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	239.00
		=== VENDOR TOTALS ===	657.00			
01-58153 PEAK UPTIME						
I-41623		NETAPP MAINTENANCE	11,768.94			
1/27/2015	AP	DUE: 1/27/2015 DISC: 1/27/2015		1099: N		
		NETAPP MAINTENANCE 50%		720 5-000-424	CONTRACTUAL AGREEMENTS	5,884.47
		NETAPP MAINTENANCE 50%		010 5-018-424	CONTRACTUAL AGREEMENTS	5,884.47
		=== VENDOR TOTALS ===	11,768.94			
01-58154 PEGGY L. BLAIR						
I-201502021753		1504 S ELM LOT CLEAN UP	200.00			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		1504 S ELM LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	200.00
I-201502021754		608 N WILLOW LOT CLEAN UP	200.00			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		608 N WILLOW LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	200.00
I-201502021755		901 W 9TH LOT CLEAN UP	125.00			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		901 W 9TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	125.00
I-201502021756		616 W 2ND LOT CLEAN UP	100.00			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		616 W 2ND LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
I-201502021757		210 W 2ND LOT CLEAN UP	500.00			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		210 W 2ND LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	500.00
		=== VENDOR TOTALS ===	1,125.00			

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--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-58180 PEREGRINE CORPORATION						
I-952466		1/7/15 LATE NOTICES	259.82			
1/14/2015	AP	DUE: 1/14/2015 DISC: 1/14/2015		1099: N		
		1/7/15 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	259.82
I-953159		1/15/15 UTILITY BILL PRINTING	863.94			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		1/15/15 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	863.94
I-954417		1/23/15 UTILITY BILL PRINTING	699.65			
1/27/2015	AP	DUE: 1/27/2015 DISC: 1/27/2015		1099: N		
		1/23/15 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	699.65
		=== VENDOR TOTALS ===	1,823.41			
01-58393 POOR BOY TREE SERVICE, INC.						
I-201501261737		TREE TRIMMING THRU 1/23/15	4,381.60			
1/23/2015	AP	DUE: 1/23/2015 DISC: 1/23/2015		1099: N		
		TREE TRIMMING THRU 1/23/15		800 5-020-424	CONTRACTUAL AGREEMENTS	4,381.60
I-201502021759		TREE TRIMMING THRU 1/30/15	4,295.74			
1/30/2015	AP	DUE: 1/30/2015 DISC: 1/30/2015		1099: N		
		TREE TRIMMING THRU 1/30/15		800 5-020-424	CONTRACTUAL AGREEMENTS	4,295.74
		=== VENDOR TOTALS ===	8,677.34			
01-58440 POWER SPECIALTIES, INC.						
I-139101		PRESSURE TRANSMITTER-BLR 4&5	7,997.09			
1/07/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		PRESSURE TRANSMITTER-BLR 4&5		800 5-030-620	EQUIPMENT MAINTENANCE	7,997.09
I-139136		YOKOGAWA CONTROLLER-BLR #5	312.08			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		YOKOGAWA CONTROLLER-BLR #5		800 5-030-620	EQUIPMENT MAINTENANCE	312.08
		=== VENDOR TOTALS ===	8,309.17			
01-58219 PROFESSIONAL TURF PRODUCTS, LP						
I-1283877-00		HOSE, FITTINGS, SEAL, GASKET	24.63			
1/14/2015	AP	DUE: 1/14/2015 DISC: 1/14/2015		1099: N		
		HOSE, FITTINGS, SEAL, GASKET		370 5-000-620	EQUIPMENT MAINTENANCE	24.63
I-1283877-01		GASKET - LID	10.83			
1/14/2015	AP	DUE: 1/14/2015 DISC: 1/14/2015		1099: N		
		GASKET - LID		370 5-000-620	EQUIPMENT MAINTENANCE	10.83
		=== VENDOR TOTALS ===	35.46			

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01-58595 QUALIFICATION TARGETS, INC.						
I-21500278		TRAINING TARGETS, SILHOUETTES	183.36			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		TRAINING TARGETS, SILHOUETTES		010 5-023-520	DEPT SUPPLIES	183.36
		=== VENDOR TOTALS ===	183.36			
01-58700 R & R PRODUCTS, INC.						
I-CD1864335		REPLACEMENT REEL BLADE X 3	541.50			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		REPLACEMENT REEL BLADE X 3		370 5-000-620	EQUIPMENT MAINTENANCE	541.50
		=== VENDOR TOTALS ===	541.50			
01-03180 ROBINSON SUPPLY COMPANY, LLC						
I-922423		GLOBE VALVE X 2-UNIT #7 REPAI	65.42			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		GLOBE VALVE X 2-UNIT #7 REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	65.42
		=== VENDOR TOTALS ===	65.42			
01-03247 ROUGH COUNTRY TOWING & RECOVER						
I-6332		TOW 1996 LINCOLN	70.00			
1/17/2015	AP	DUE: 1/17/2015 DISC: 1/17/2015		1099: N		
		TOW 1996 LINCOLN		010 5-023-478	PROFESSIONAL SERVICES	70.00
I-6335		TOW VOLKSWAGEN JETTA	50.00			
1/18/2015	AP	DUE: 1/18/2015 DISC: 1/18/2015		1099: N		
		TOW VOLKSWAGEN JETTA		010 5-023-478	PROFESSIONAL SERVICES	50.00
I-6430		TOW 2007 CHEVROLET	50.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		TOW 2007 CHEVROLET		010 5-023-478	PROFESSIONAL SERVICES	50.00
		=== VENDOR TOTALS ===	170.00			
01-03251 RURAL WATER DISTRICT NO. 6						
I-201502031767		2/15 WATER USAGE-AIRPORT	15.00			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		2/15 WATER USAGE-AIRPORT		360 5-000-494	UTILITIES	15.00
I-201502031768		2/15 WATER USAGE-DEWEY PRPRTY	15.00			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		2/15 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	15.00
		=== VENDOR TOTALS ===	30.00			

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   --------ID--------                                   GROSS    P.O. #
   ITEM DATE   BANK CODE ---------DESCRIPTION---------   DISCOUNT   G/L ACCOUNT        ------ACCOUNT NAME------  DISTRIBUTION
=====================================================================================================================
01-59073   SAFARILAND, LLC
_____________________________________________________________________________________________________________________
   I-I15-007658         COILED ASSEMBLY-KENWOOD RADIO        209.50
    1/19/2015    AP     DUE:  1/19/2015 DISC:  1/19/2015             1099: N
                        COILED ASSEMBLY-KENWOOD RADIO                010 5-023-670      RADIO MAINTENANCE            209.50

                        === VENDOR TOTALS ===                209.50
=====================================================================================================================
01-03246   SAM RICHEY
_____________________________________________________________________________________________________________________
   I-0083517            DOOR HINGE                           230.00
    1/22/2015    AP     DUE:  1/22/2015 DISC:  1/22/2015             1099: N
                        DOOR HINGE                                   020 5-140-610      BUILDING MAINTENANCE         230.00

                        === VENDOR TOTALS ===                230.00
=====================================================================================================================
01-59290   SEGA, INC.
_____________________________________________________________________________________________________________________
   I-025875             12/14 AIR QUALITY COMPLIANCE         262.00
    1/29/2015    AP     DUE:  2/28/2015 DISC:  2/28/2015             1099: N
                        12/14 AIR QUALITY COMPLIANCE                 800 5-030-478      PROF/PROJECT SERVICES        262.00

                        === VENDOR TOTALS ===                262.00
=====================================================================================================================
01-59310   SEKRPC
_____________________________________________________________________________________________________________________
   I-201502031769       2015 ANNUAL DUES                      50.00
    1/15/2015    AP     DUE:  2/14/2015 DISC:  2/14/2015             1099: N
                        2015 ANNUAL DUES                             010 5-012-444      DUES/SUBSCRIPTION/PUBLIC      50.00

                        === VENDOR TOTALS ===                 50.00
=====================================================================================================================
01-03400   SELCHO LOCK & KEY SERVICE
_____________________________________________________________________________________________________________________
   I-201501271738       DUPLICATE KEYS X 17                   17.74
    1/26/2015    AP     DUE:  2/25/2015 DISC:  2/25/2015             1099: N
                        DUPLICATE KEYS X 17                          800 5-020-520      DEPT SUPPLIES                 17.74
_____________________________________________________________________________________________________________________
   I-201501301744       DUPLICATE KEY X 6                      7.50
    1/27/2015    AP     DUE:  2/26/2015 DISC:  2/26/2015             1099: N
                        DUPLICATE KEY X 6                            010 5-091-520      DEPT SUPPLIES                  7.50
_____________________________________________________________________________________________________________________
   I-201502031770       REPLACE DOOR LOCK                    123.45
    1/22/2015    AP     DUE:  2/21/2015 DISC:  2/21/2015             1099: N
                        REPLACE DOOR LOCK                            010 5-023-610      BUILDING MAINTENANCE         123.45

                        === VENDOR TOTALS ===                148.69
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01-03430 SERVICE OFFICE & SUPPLY, INC.						
I-174441		TONER CARTRIDGE X 2	159.80			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		TONER CARTRIDGE X 2		010 5-045-550	OFFICE SUPPLIES	159.80
I-174511		TAPE, MEMO PADS, CLIPS	26.56			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		TAPE, MEMO PADS, CLIPS		010 5-017-550	OFFICE SUPPLIES	26.56
I-174512		2 CASES COPY PAPER	77.80			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		2 CASES COPY PAPER		010 5-017-550	OFFICE SUPPLIES	77.80
I-174599		COPIER PAPER X 2 CASES-LEGAL	120.79			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		COPIER PAPER X 2 CASES-LEGAL		800 5-040-550	OFFICE SUPPLIES	120.79
I-174718		HIGH YIELD TONER CARTRIDGES	345.23			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		HIGH YIELD TONER CARTRIDGES		800 5-040-550	OFFICE SUPPLIES	345.23
I-174863		FILE BOXES, FILE FOLDERS	23.96			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		FILE BOXES, FILE FOLDERS		760 5-000-550	OFFICE SUPPLIES	23.96
I-174909		COPIER PAPER	42.46			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		COPIER PAPER		800 5-020-550	OFFICE SUPPLIES	42.46
I-174979		BIND COMBS, FILE BOXES, TAPE	93.78			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		BIND COMBS, FILE BOXES, TAPE		010 5-131-550	OFFICE SUPPLIES	93.78
		=== VENDOR TOTALS ===	890.38			
01-03453 SEW N SO						
I-732623		PATCH SEWING X 2 UNIFORMS	16.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		PATCH SEWING X 2 UNIFORMS		010 5-023-478	PROFESSIONAL SERVICES	16.00
I-781934		PATCH SEWING	8.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		PATCH SEWING		010 5-023-478	PROFESSIONAL SERVICES	8.00
I-781956		PATCH SEWING, ALTERATIONS	58.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		PATCH SEWING, ALTERATIONS		010 5-023-478	PROFESSIONAL SERVICES	58.00

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01-03453 SEW N SO		(** CONTINUED **)				
I-781980		PATCH SEWING-JACKETS, SHIRTS	68.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		PATCH SEWING-JACKETS, SHIRTS		010 5-023-478	PROFESSIONAL SERVICES	68.00
I-781981		PATCH SEWING, HEM PANTS	44.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		PATCH SEWING, HEM PANTS		010 5-023-478	PROFESSIONAL SERVICES	44.00
I-812829		PATCH SEWING, HEM PANTS	28.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		PATCH SEWING, HEM PANTS		010 5-023-478	PROFESSIONAL SERVICES	28.00
		=== VENDOR TOTALS ===	222.00			
01-03460 SHERWIN WILLIAMS COMPANY						
I-4950-2		PAPER COVERALLS	11.13			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		PAPER COVERALLS		010 5-163-515	CLOTHING	11.13
I-5053-2		GAL PAINT X 4 FOR PARK RR	345.62			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		GAL PAINT X 4 FOR PARK RR		010 5-163-520	DEPT SUPPLIES	345.62
I-5077-1		TRAY LINER, BRUSHES	39.05			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		TRAY LINER, BRUSHES		010 5-163-520	DEPT SUPPLIES	39.05
I-5100-1		PAINT, BRUSHES-PARK RESTROOMS	124.76			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		PAINT, BRUSHES-PARK RESTROOMS		010 5-163-520	DEPT SUPPLIES	124.76
		=== VENDOR TOTALS ===	520.56			
01-59035 SMC ELECTRIC SUPPLY						
I-51053709-00		TISSUE, LINERS, CUPS, TOWELS	428.55			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		TISSUE, LINERS, CUPS, TOWELS		800 5-020-520	DEPT SUPPLIES	428.55
I-51053773-00		PHONE JACKS FOR PP BREAKROOM	11.12			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		PHONE JACKS FOR PP BREAKROOM		800 5-030-520	DEPT SUPPLIES	11.12
		=== VENDOR TOTALS ===	439.67			

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01-03530 SONIC						
I-217		OT MEAL X 4 2/1/15 LEAK	33.96			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		OT MEAL X 4 2/1/15 LEAK		900 5-026-352	MEALS - EMPLOYEE	33.96
		=== VENDOR TOTALS ===	33.96			
01-59722 SOUTHWEST POWER POOL, INC.						
I-SPP05193		2015 MEMBERSHIP ASSESSMENT	6,000.00			
1/30/2015	AP	DUE: 1/30/2015 DISC: 1/30/2015		1099: N		
		2015 MEMBERSHIP ASSESSMENT		800 5-022-444	DUES/SUBSCRIPTION/PUBLIC	6,000.00
		=== VENDOR TOTALS ===	6,000.00			
01-59800 SOUTHWESTERN POWER ADMINISTRAT						
I-15-266		1/15 ENERGY PURCHASE	12,400.28			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		1/15 ENERGY PURCHASE		800 5-030-538	ENERGY-PURC. FIRM	12,400.28
		=== VENDOR TOTALS ===	12,400.28			
01-60006 STREAKWAVE WIRELESS, INC.						
I-475338		24 GHZ MICROWAVE FOR CCC	2,854.22			
1/28/2015	AP	DUE: 1/28/2015 DISC: 1/28/2015		1099: N		
		24 GHZ MICROWAVE FOR CCC		720 5-000-850	OTHER EQUIP	2,854.22
		=== VENDOR TOTALS ===	2,854.22			
01-03645 STRIMPLE SIGN & OUTDOOR POWER,						
I-23347		MICRON FILTER	18.99			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		MICRON FILTER		370 5-000-620	EQUIPMENT MAINTENANCE	18.99
		=== VENDOR TOTALS ===	18.99			
01-60179 TACTICAL OFFICER SURVIVAL SCHO						
I-201502031777		TOSS REGISTRATION-J. DAVIS	300.00			
2/03/2015	AP	DUE: 2/03/2015 DISC: 2/03/2015		1099: N		
		TOSS REGISTRATION-J. DAVIS		010 5-023-428	CONFERENCES-SCHOOLS	300.00
I-201502031778		TOSS REGISTRATION-J. KASTLER	300.00			
2/03/2015	AP	DUE: 2/03/2015 DISC: 2/03/2015		1099: N		
		TOSS REGISTRATION-J. KASTLER		010 5-023-428	CONFERENCES-SCHOOLS	300.00

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01-60179 TACTICAL OFFICER SURVIVAL SCHO(** CONTINUED **)						
I-201502031779		TOSS REGISTRATION-C. REXWINKL	300.00			
2/03/2015	AP	DUE: 2/03/2015 DISC: 2/03/2015		1099: N		
		TOSS REGISTRATION-C. REXWINKLE		010 5-023-428	CONFERENCES-SCHOOLS	300.00
I-201502031780		TOSS REGISTRATION-T. DARBRO	300.00			
2/03/2015	AP	DUE: 2/03/2015 DISC: 2/03/2015		1099: N		
		TOSS REGISTRATION-T. DARBRO		010 5-023-428	CONFERENCES-SCHOOLS	300.00
I-201502031781		TOSS REGISTRATION-S. RANDALL	300.00			
2/03/2015	AP	DUE: 2/03/2015 DISC: 2/03/2015		1099: N		
		TOSS REGISTRATION-S. RANDALL		010 5-023-428	CONFERENCES-SCHOOLS	300.00
		=== VENDOR TOTALS ===	1,500.00			
01-03770 THOMPSON BROTHERS SUPPLIES, IN						
I-638688		COMPRESSED HYDROGEN X 10	260.50			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		COMPRESSED HYDROGEN X 10		800 5-030-525	DRUGS & CHEMICALS	260.50
		=== VENDOR TOTALS ===	260.50			
01-50100 TITLEIST						
I-900007968		GOLF TOWEL X 2	33.28			
1/07/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		GOLF TOWEL X 2		370 5-000-508	PRO SHOP SUPPLIES	33.28
		=== VENDOR TOTALS ===	33.28			
01-03810 TOOL SUPPLY, INC.						
I-0082581-00		SCREWS,PIN,SOCKET-LATHE RPR	9.42			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		SCREWS,PIN,SOCKET-LATHE RPR		800 5-030-620	EQUIPMENT MAINTENANCE	9.42
I-0082590-00		GAUGE,FILTER-VALVE RPR-BLR #4	68.79			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		GAUGE,FILTER-VALVE RPR-BLR #4		800 5-030-620	EQUIPMENT MAINTENANCE	68.79
I-0082594-00		6" ADJUSTABLE WRENCH	23.45			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		6" ADJUSTABLE WRENCH		800 5-030-580	TOOLS	23.45
I-0082601-00		PLUG TAP,SCREWS-LATHE REPAIR	26.24			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		PLUG TAP,SCREWS-LATHE REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	26.24

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SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-03810 TOOL SUPPLY, INC. (** CONTINUED **)						
I-0082607-00		LIQUID FILLED PRESSURE GUAGE	38.25			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		LIQUID FILLED PRESSURE GUAGE		900 5-027-620	EQUIPMENT MAINTENANCE	38.25
I-0082610-00		HOLE SAW, SAW ARBOR	29.87			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		HOLE SAW, SAW ARBOR		760 5-000-580	TOOLS	29.87
I-0082615-00		REGULATOR FILTER-BLR #4 RPR	55.19			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		REGULATOR FILTER-BLR #4 RPR		800 5-030-620	EQUIPMENT MAINTENANCE	55.19
I-0082628-00		LIGHTER, FLINT, TUBE BRUSH X	24.82			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		LIGHTER, FLINT, TUBE BRUSH X 2		800 5-030-520	DEPT SUPPLIES	24.82
I-0082642-00		STEEL TOOL BIT	5.80			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		STEEL TOOL BIT		010 5-163-520	DEPT SUPPLIES	5.80
		=== VENDOR TOTALS ===	281.83			
01-60410 TOTAH COMMUNICATIONS, INC.						
I-201502031782		2/15 E911 - TYRO	25.75			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		2/15 E911 - TYRO		510 5-000-416	COMMUNICATIONS	25.75
I-201502031783		2/15 E911 - LIBERTY	25.00			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		2/15 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	25.00
		=== VENDOR TOTALS ===	50.75			
01-03840 TRI-STATE ELECTRIC SUPPLY COMP						
I-105076-00		FREEZE FREE CONNECTOR KIT-CT3	40.30			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		FREEZE FREE CONNECTOR KIT-CT3		800 5-030-520	DEPT SUPPLIES	40.30
I-105162-00		WALL SWITCH,STEEL CONNECTRS	73.59			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		WALL SWITCH,STEEL CONNECTRS		800 5-030-520	DEPT SUPPLIES	73.59
I-105163-00		JUNCTION BOX	59.36			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		JUNCTION BOX		800 5-030-520	DEPT SUPPLIES	59.36

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

01-03840 TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
I-105193-00		BALLAST,BULBS-CITY HALL REPAI	70.66			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		BALLAST,BULBS-CITY HALL REPAIR		800 5-020-572	SUPPLIES-OTHER	70.66
I-105205-00		PLASTIC TAPE X 13 ROLLS	41.36			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		PLASTIC TAPE X 13 ROLLS		800 5-030-520	DEPT SUPPLIES	41.36
I-105222-00		BULB X 4	12.52			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		BULB X 4		010 5-163-520	DEPT SUPPLIES	12.52
I-105236-00		RECEPTACLE EXTENSION BOX	8.35			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		RECEPTACLE EXTENSION BOX		800 5-030-520	DEPT SUPPLIES	8.35
I-105237-00		CEILING SENSOR FOR LED LIGHTS	112.28			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		CEILING SENSOR FOR LED LIGHTS		800 5-030-520	DEPT SUPPLIES	112.28
I-105285-00		WIRED OUTSIDE PLUG-AIRPORT	102.99			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		WIRED OUTSIDE PLUG-AIRPORT		800 5-020-572	SUPPLIES-OTHER	102.99
I-105286-00		CONDUIT BENDER,WIRE-STOCK	97.50			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		CONDUIT BENDER,WIRE-STOCK		800 5-020-520	DEPT SUPPLIES	97.50
I-105287-00		LOADCENTER,BREAKERS,CONNCTRS	239.88			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		LOADCENTER,BREAKERS,CONNCTRS		800 5-020-520	DEPT SUPPLIES	239.88
I-105294-00		SENSOR, HANDY BOX W/COVER	54.77			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		SENSOR, HANDY BOX W/COVER		800 5-030-520	DEPT SUPPLIES	54.77
I-105299-00		HANGERS,CONNECTRS,FITTINGS	58.11			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		HANGERS,CONNECTRS,FITTINGS		800 5-030-520	DEPT SUPPLIES	58.11
		=== VENDOR TOTALS ===	971.67			

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-54772 TYLER TECHNOLOGIES, INC.						
I-025-114764		2/15 ONLINE COMPONENT, WEB	300.08			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		2/15 ONLINE COMPONENT, WEB		010 5-017-424	CONTRACTUAL AGREEMENTS	300.08
		=== VENDOR TOTALS ===	300.08			
01-60800 U.S. BANK EQUIPMENT FINANCE, I						
I-271386468		COPIER LEASE X 2	351.24			
1/31/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		COPIER LEASE - ADMIN		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	290.95
		COPIER LEASE - DETECTIVES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	60.29
		=== VENDOR TOTALS ===	351.24			
01-60690 U.S. CELLULAR						
I-0070357746		1/15 MOBILE HOT SPOTS	134.10			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		1/15 MOBILE HOT SPOT		800 5-030-416	COMMUNICATIONS	26.82
		1/15 MOBILE HOT SPOT		720 5-000-416	COMMUNICATIONS	26.82
		1/15 MOBILE HOT SPOT		010 5-018-416	COMMUNICATIONS	26.82
		1/15 MOBILE HOT SPOT		010 5-045-416	COMMUNICATIONS	26.82
		1/15 MOBILE HOT SPOT		010 5-071-416	COMMUNICATIONS	26.82
I-0070447256		1/15 CELL PHONE CHARGES	744.27			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		1/15 CELL PHONE CHARGE X 4		510 5-000-416	COMMUNICATIONS	130.63
		1/15 CELL PHONE CHARGE		800 5-020-416	COMMUNICATIONS	27.14
		1/15 CELL PHONE CHARGE		800 5-030-416	COMMUNICATIONS	60.89
		1/15 CELL PHONE CHARGE		800 5-040-416	COMMUNICATIONS	52.14
		1/15 CELL PHONE CHARGE X 3		900 5-036-416	COMMUNICATIONS	111.62
		1/15 CELL PHONE CHARGE X 3		900 5-026-416	COMMUNICATIONS	116.17
		1/15 CELL PHONE CHARGE		010 5-071-416	COMMUNICATIONS	27.39
		1/15 CELL PHONE CHARGE		010 5-045-416	COMMUNICATIONS	27.14
		1/15 CELL PHONE CHARGE		900 5-027-416	COMMUNICATIONS	27.14
		1/15 CELL PHONE CHARGE		900 5-037-416	COMMUNICATIONS	31.84
		1/15 CELL PHONE CHARGE		760 5-000-416	COMMUNICATIONS	27.89
		1/15 CELL PHONE CHARGE		010 5-018-416	COMMUNICATIONS	52.14
		1/15 CELL PHONE CHARGE		720 5-000-416	COMMUNICATIONS	52.14
		=== VENDOR TOTALS ===	878.37			

PACKET: 02508 AO-15-02 2.10.15 PAYABLE
VENDOR SET: 01 CITY OF COFFEYVILLE
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-60865 UCI UTILITY CONSULTANTS, INC.						
C-15235		EMPLOYEE FEE CREDIT	45.00CR			
1/28/2015	AP	DUE: 1/28/2015 DISC: 1/28/2015		1099: N		
		EMPLOYEE FEE CREDIT		800 5-020-478	PROF/PROJECT SERVICES	45.00CR
I-15265		RANDOM DRUG TESTING	220.00			
1/28/2015	AP	DUE: 2/27/2015 DISC: 2/27/2015		1099: N		
		RANDOM DRUG TESTING		800 5-020-478	PROF/PROJECT SERVICES	120.00
		RANDOM DRUG TESTING		010 5-163-478	PROFESSIONAL SERVICES	50.00
		RANDOM DRUG TESTING		900 5-036-478	PROF/PROJECT SERVICES	50.00
		=== VENDOR TOTALS ===	175.00			
01-60615 ULTRAMAX AMMUNITION						
I-142290		SPEER 40 S & W 180 GR AMMO	399.00			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		SPEER 40 S & W 180 GR AMMO		010 5-023-583	OTHER EQUIPMENT	399.00
		=== VENDOR TOTALS ===	399.00			
01-60726 UPS						
I-00001652XV045		TO DAVIS EQUIP,IFP,PROTECTIVE	91.25			
1/24/2015	AP	DUE: 1/24/2015 DISC: 1/24/2015		1099: N		
		TO PROTECTIVE EQUIP TESTING		800 5-020-550	OFFICE SUPPLIES	38.70
		TO DAVIS INSTRMNT,IFP		800 5-030-550	OFFICE SUPPLIES	52.55
		=== VENDOR TOTALS ===	91.25			
01-60850 USA BLUEBOOK						
I-538307		GLASS CONE FOR LAB TESTING	245.14			
1/09/2015	AP	DUE: 2/08/2015 DISC: 2/08/2015		1099: N		
		GLASS CONE FOR LAB TESTING		900 5-037-525	DRUGS & CHEMICALS	245.14
		=== VENDOR TOTALS ===	245.14			
01-03925 VWP LAWN CARE						
I-76238		9 E 3RD LOT CLEAN UP	155.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		9 E 3RD LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	155.00
I-762833		805 W ILLINOIS LOT CLEAN UP	175.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		805 W ILLINOIS LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	175.00

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-03925 VWP LAWN CARE		(** CONTINUED **)				
I-762834		803 W ILLINOIS LOT CLEAN UP	75.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		803 W ILLINOIS LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	75.00
I-762835		208 S MAPLE LOT CLEAN UP	45.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		208 S MAPLE LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	45.00
I-762836		206 S MAPLE LOT CLEAN UP	45.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		206 S MAPLE LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	45.00
I-762837		1414 W 9TH LOT CLEAN UP	35.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		1414 W 9TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	35.00
I-762840		1528 S MAPLE LOT CLEAN UP	175.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		1528 S MAPLE LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	175.00
I-762841		306 W 3RD LOT CLEAN UP	45.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		306 W 3RD LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	45.00
I-762842		304 S WALNUT LOT CLEAN UP	40.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		304 S WALNUT LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00
		=== VENDOR TOTALS ===	790.00			
01-61032 WAGEWORKS						
I-125AI0373534		12/14 ADMINISTRATIVE FEES	330.00			
1/27/2015	AP	DUE: 1/27/2015 DISC: 1/27/2015		1099: N		
		12/14 ADMINISTRATIVE FEES		010 5-014-424	CONTRACTUAL AGREEMENTS	6.00
		12/14 ADMINISTRATIVE FEES		010 5-015-424	CONTRACTUAL AGREEMENTS	6.00
		12/14 ADMINISTRATIVE FEES		010 5-017-424	CONTRACTUAL AGREEMENTS	6.00
		12/14 ADMINISTRATIVE FEES		010 5-018-424	CONTRACTUAL AGREEMENTS	12.00
		12/14 ADMINISTRATIVE FEES		010 5-019-424	CONTRACTUAL AGREEMENTS	6.00
		12/14 ADMINISTRATIVE FEES		010 5-023-424	CONTRACTUAL AGREEMENTS	36.00
		12/14 ADMINISTRATIVE FEES		010 5-041-424	CONTRACTUAL AGREEMENTS	24.00
		12/14 ADMINISTRATIVE FEES		010 5-045-424	CONTRACTUAL AGREEMENTS	6.00
		12/14 ADMINISTRATIVE FEES		010 5-071-424	CONTRACTUAL AGREEMENTS	18.00
		12/14 ADMINISTRATIVE FEES		010 5-163-424	CONTRACTUAL AGREEMENTS	24.00
		12/14 ADMINISTRATIVE FEES		350 5-717-424	CONTRACTUAL AGREEMENTS	30.00
		12/14 ADMINISTRATIVE FEES		370 5-000-424	CONTRACTUAL AGREEMENTS	12.00
		12/14 ADMINISTRATIVE FEES		760 5-000-424	CONTRACTUAL AGREEMENTS	12.00
		12/14 ADMINISTRATIVE FEES		800 5-020-424	CONTRACTUAL AGREEMENTS	24.00
		12/14 ADMINISTRATIVE FEES		800 5-022-424	CONTRACTUAL AGREEMENTS	6.00
		12/14 ADMINISTRATIVE FEES		800 5-030-424	CONTRACTUAL AGREEMENTS	30.00

PACKET: 02508 AO-15-02 2.10.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-61032 WAGEWORKS		(** CONTINUED **)				
		12/14 ADMINISTRATIVE FEES		800 5-040-424	CONTRACTUAL AGREEMENTS	12.00
		12/14 ADMINISTRATIVE FEES		900 5-026-424	CONTRACTUAL AGREEMENTS	6.00
		12/14 ADMINISTRATIVE FEES		900 5-027-424	CONTRACTUAL AGREEMENTS	6.00
		12/14 ADMINISTRATIVE FEES		900 5-036-424	CONTRACTUAL AGREEMENTS	12.00
		12/14 ADMINISTRATIVE FEES		900 5-037-424	CONTRACTUAL AGREEMENTS	36.00
		=== VENDOR TOTALS ===	330.00			
		=== PACKET TOTALS ===	373,975.24			

City of Coffeyville
Department Codings

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

Item # I-1

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	January 27, 2015	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	To appoint one person to the Planning Commission serving to January 1, 2018.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Cindy Price, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [ ] No
PURPOSE	The Planning Commission is to make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources.	
BACKGROUND	There are two openings for three-year terms on the Planning Commission serving to January 1, 2018. The applicants for these two positions must reside within the corporate limits of the City.	

Item # I-1

SPECIAL NOTES	**Applicants** Nelson Christian current member Brian Nagle new applicant Terry Rittenhouse current member **Current Board Term expires** Nelson Christian 01/01/15 inside Steve Cornell 01/01/16 inside Randal Hills 01/01/17 inside Doug Misch 01/01/17 inside Mike Mongan 01/01/16 outside Terry Rittenhouse 01/01/15 inside Max Williams 01/01/17 outside
ANALYSIS	
PUBLIC INFORMATION PROCESS	Notice of the board openings was placed on the City's website and sent to the Coffeyville Journal, Independence Reporter, Montgomery County Chronicle and KGGF.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	
REFERENCE DOCUMENTS ATTACHED	Applications

RECEIVED

JAN 13 2015

CITY CLERK

CITY OF COFFEYVILLE, KANSAS
BOARD APPLICATION

Date Jan 13, 2015

Board or Commission: **City Planning Commission**

Term: **3-Year Terms**

Meeting Times: **1st Tuesday of each month, 5:30 p.m., City Commission Room**

Purpose and Membership: To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

The seven (7) member committee consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name NELSON F. CHRISTIAN

Address 2304 PRAIRIE Lane

cell **Phone** 812-228-9986 **E-mail** NELSON_CHRISTIAN@YMAIL.COM

Work Experience and Training Served on City Planning Commission Board until Jan 1, 2015. Posey County Economic Development Board 2010-2011. Senior Management professional.

Reason for interest in Board Service TO Community

Signature

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JAN 16 2015

CITY CLERK

CITY OF COFFEYVILLE, KANSAS
BOARD APPLICATION

Date 1/12/2015

Board or Commission: **City Planning Commission**

Term: **3-Year Terms**

Meeting Times: **1st Tuesday of each month, 5:30 p.m., City Commission Room**

Purpose and Membership: To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

The seven (7) member committee consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name Brian S. Nagle

Address 1806 W. 5th St Coffeyville, KS 67337

Phone 937-654-1540 **E-mail** Nagle.bsn@gmail.com

Work Experience and Training I am currently the Director of Bands at Coffeyville USD 445. I have a dual Bachelor's in Music Education and Music Performance from Wright State University (OH). I earned my Master's in Woodwind Performance from Penn State University (PA). I have extensive training in leadership and problem solving, coupled with most computer programs and budgeting. I currently oversee the Golden Tornado Band Boosters and all aspects of budgeting for the band programs in the district.

Reason for interest in Board Being a first year resident of Coffeyville, I have observed a large negative perception from both citizens of the town and from nearby cities. I know Coffeyville can be put back on the map again and I wish to do anything I can to get it there! Being a part of the board would give me the opportunity to put my input into decisions that would promote the general welfare, order, and safety of the town.

Signature

RECEIVED

JAN 16 2015

CITY CLERK

CITY OF COFFEYVILLE, KANSAS
BOARD APPLICATION

Date January 16, 2015

Board or Commission: City Planning Commission

Term: 3-Year Terms

Meeting Times: 1st Tuesday of each month, 5:30 p.m., City Commission Room

Purpose and Membership: To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

The seven (7) member committee consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name Terry Rittenhouse

Address 505 W. 4th Coffeyville

Phone 620-252-5951 E-mail terryrittenhouse2@gmail.com rittenhouset@cvilleschools.com

Work Experience and Training

I have worked for USD445 for almost 34 years.

Reason for interest in Board

The future of Coffeyville because Coffeyville is my home.

Terry Rittenhouse
Signature

Item # I-1

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	February 10, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-11	
AGENDA TITLE	**GRDA Contract-New Generation**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Gene Ratzlaff	
FISCAL INFORMATION	Cost as recommended:	
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [ ] No
PURPOSE	Execute a revised contract with GRDA that includes new generation assets	
BACKGROUND	The City of Coffeyville and GRDA signed a Power Purchase and Sale Agreement which included a Capacity Purchase Agreement to purchase the capacity of the Electric Utility generating assets. This agreement was effective August 1, 2007.	
SPECIAL NOTES		

ANALYSIS	In 2012 the Electric Utility assessed the future of its generating assets. Unit 6 (17.6 MW) entered service in 1955 and Unit 7 (38.2 MW) entered service in 1971. It was determined that these units because of their age and less efficiency than new technology that their value in the SPP Generation Resource Marketplace would be at a competitive disadvantage and would be of less value to GRDA and would prompt GRDA exercising the 5 year out clause in the Capacity Purchase Agreement. The Electric Utility employed Guernsey to perform a feasibility study to determine the best approach moving forward. It was determined the most value to the Utility was to pursue new efficient and fast starting peaking generation such as Wartsila reciprocating engines. We have negotiated a new agreement with GRDA with the following new terms: • A commercial operation date of January 1, 2017 • Extend capacity purchase agreement for the new Watsila units to 2042 • Increase the amount of generation eligible for capacity payments by 22% • Removal of Diesel Units 1 and 2, and Unit 6 from capacity payment structure in 2017 to allow for new generation • Unit 7 to remain in capacity payment structure through 2022 with an option by GRDA to extend capacity payments on an annual basis • Allows for the Electric Utility to recover fuel related charges associated with dispatch of generating units thereby removing risk to the Utility associated with fuel costs • The Electric Utility will receive capacity payments for the new Wartsila units over the life of the contract in an amount of $111,048,000 plus 7 years of capacity payments for Unit 7 in the amount of $10,562,000 for a total of $121,610,000 The capacity payments received will pay the debt service of the new generation units.

Item # I-1

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the GRDA contract
REFERENCE DOCUMENTS ATTACHED	GRDA Contract

RESOLUTION NO. R-15-11

A RESOLUTION TO ENTER INTO AN AMENDED POWER PURCHASE AND SALE AGREEMENT AND AN AMENDED CAPACITY PURCHASE AGREEMENT WITH THE GRAND RIVWER DAM AUTHORITY TO INCLUDE 56 MW OF NEW GENERATION FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into an amended power purchase and sale agreement and an amended capacity purchase agreement with Grand River Dam Authority to include 56 MW of new generation for the Electric Utility.

ADOPTED THIS 10^{th} DAY OF February, 2015

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

FIRST AMENDED CAPACITY PURCHASE AGREEMENT

BETWEEN

GRAND RIVER DAM AUTHORITY

AND

CITY OF COFFEYVILLE, KANSAS

THIS First Amended Capacity Purchase Agreement, hereinafter referred to as Agreement, made and entered into this 1st day of ___________, 2015, hereinafter referred to as the "Effective Date," by and between GRAND RIVER DAM AUTHORITY, a governmental agency of the State of Oklahoma, hereinafter referred to as "GRDA" and CITY OF COFFEYVILLE, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter referred to as "CUSTOMER",

WITNESSETH:

WHEREAS, CUSTOMER owns and operates certain electric generation facilities and associated equipment for the production of electric power and energy, and

WHEREAS, CUSTOMER is planning to replace existing steam generation facilities and associated equipment with new generation facilities and associated equipment; said facilities and equipment (both existing and new) hereinafter referred to as the "Facilities" and each generating unit hereinafter referred to as a "Unit"; and

WHEREAS, the Facilities are indirectly interconnected with GRDA's system through transmission and/or distribution facilities owned by CUSTOMER or others interconnected with GRDA; and

WHEREAS, GRDA and CUSTOMER have entered into a Power Purchase and Sale Agreement, dated the 1st day of August 2007, effective the 1st day of August, and as amended on the 1st day of ____________, 2015, hereinafter referred to as the "GRDA-Customer Contract," under which CUSTOMER has agreed that GRDA shall supply all of CUSTOMER's electric power and energy requirements with certain exceptions as set forth in the GRDA-Customer Contract; and

WHEREAS, GRDA desires to purchase and CUSTOMER desires to sell power and energy produced from the Facilities as provided in Article 13 of the GRDA-Customer Contract; and

WHEREAS, CUSTOMER and GRDA desire that CUSTOMER operate its generating facilities in parallel with GRDA's system in a safe and reliable manner; and

WHEREAS, GRDA and CUSTOMER entered into a CAPACITY PURCHASE AGREEMENT, dated the 1st day of August 2007 and hereby desire to amend, supersede, cancel, and replace such Agreement with this First Amended Capacity Purchase Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreement hereinafter set forth, the parties hereto mutually contract and agree as follows:

ARTICLE I. TERM AND TERMINATION

1.1 This Agreement shall become effective on the Service Commencement Date, as that term is defined in the GRDA-Customer Contract, and shall remain in effect until the Termination Date, as that term is defined in the GRDA-Customer Contract, unless terminated earlier in accordance with the terms hereof. This Agreement shall automatically terminate upon termination of the GRDA-Customer Contract.

1.2 CUSTOMER may terminate this Agreement effective November 1 of any year by providing five (5) years prior written notice; provided, however, that in the event CUSTOMER retires one or more individual Units, CUSTOMER may terminate this Agreement as to such retired Unit(s) by providing eight (8) months prior written notice. The provisions in this Section shall only apply to CUSTOMER's existing generation in service as of the Effective Date of this Agreement (the "Pre-2014 Facilities") and nothing in this Section shall limit the CUSTOMER's ability to terminate this Agreement in accordance with Article VII.

1.3 Except with respect to GRDA's entitlement in the Reciprocating Engine Capacity, GRDA may terminate this Agreement as to one or more Units (i) effective November 1 of any year by providing five (5) years' prior written notice, or (ii) in accordance with Article VII. GRDA agrees that it will not give notice with respect to Unit 7 prior to November 1, 2017, unless CUSTOMER should cease pursuit of development and operation of the Reciprocating Engine Capacity which would result in this provision being inoperable and void.

With respect to the Reciprocating Engine Capacity, GRDA may terminate this Agreement only in accordance with Article VII. In the event that GRDA terminates this Agreement as to one or more Units by providing five (5) years' prior written notice, CUSTOMER may exercise its rights under Article 13 of the GRDA-Customer Contract. In the event that GRDA terminates this Agreement as to one or more Units pursuant to Article VII, CUSTOMER may exercise its rights under Article 13 of the GRDA-Customer Contract, subject to all of the applicable requirements and limitations in the GRDA-Customer Contract with respect to said Unit(s).

1.4 In the event that one or more Units are destroyed or damaged beyond economic repair (a "Unit Destruction Event"), this Agreement shall immediately terminate as to such destroyed or damaged Units; provided, however, that CUSTOMER may, pursuant to a written notice provided to GRDA within seven (7) days of the Unit Destruction Event, delay said termination for a period ending no later than sixty (60) days after the Unit Destruction Event to allow CUSTOMER to evaluate the feasibility of repairing the affected Unit(s). In the event that CUSTOMER determines that the affected Unit(s) should be repaired, CUSTOMER shall (i) provide written notice to GRDA within said (60) day period, and (ii) expeditiously repair the affected Units(s) CUSTOMER shall provide written notice to GRDA immediately upon completion of repairs to the affected Unit(s). For the period commencing with the Unit Destruction Event and ending on the earlier of (i) six (6) months after the Unit Destruction Event, or (ii) receipt of notice from CUSTOMER that the affected Unit(s) have been repaired, GRDA shall not schedule energy from the affected Unit(s) pursuant to Article IV, nor make any payments or assess any charges pursuant to Article VI. In no event shall CUSTOMER be permitted to replace a Unit subject to a Unit Destruction Event except as provided in Section 2.5.

ARTICLE II. FACILITIES

2.1 CUSTOMER shall provide the information in Attachment 1-CPA ("CPA Generation Information Form") for each Unit to be operated by CUSTOMER pursuant to this Agreement. Such information shall be provided by CUSTOMER to GRDA at the time that CUSTOMER executes this Agreement for CUSTOMER's then-existing generating units. GRDA shall treat the information provided in Attachment 1-CPA as confidential to the extent provided by law. CUSTOMER shall provide written notice to GRDA of any changes to the information provided on an Attachment 1 – CPA for a Unit within seven (7) days of learning of the change. Any changes that affect the value of the Unit to GRDA, as determined by GRDA in its discretion, shall become effective on the first day of the month following the notice.

2.2 GRDA shall adjust the payment components set forth in Article VI to reflect the changes, and such changed payment components shall become effective on said first day of the month, unless the parties otherwise agree in a writing signed by both parties. However, the VOM and Other Fuel Related Charges shall not be changed more often than once every twelve (12) months and shall be effective on the first of the month following notice of the change. Increases in either VOM or OFRC shall not exceed the lesser of 3% per year or the percentage change in the south urban region consumer price index during the immediate past calendar year as determined by the U.S. Bureau of Labor Statistics. The other inputs to the calculation of payments under the capacity formula rate and other elements of compensation, identified in Article VI, may be updated to reflect actual current costs or revenues in the manner provided in this Agreement.

2.3 CUSTOMER shall provide a one-line diagram of the Facilities. Upon request, CUSTOMER shall provide any other information reasonably requested by GRDA to evaluate the safety and reliability of the Facilities and the operation thereof.

2.4 In the event CUSTOMER receives power from GRDA through a third party transmission provider, for purposes of this Agreement, the Point(s) of Delivery shall be defined as the point(s) at which CUSTOMER's system is connected to said third party transmission provider.

2.5 CUSTOMER may not add or replace a Unit except in accordance with a fully executed written amendment to this Agreement that sets forth the terms and conditions applicable to the installation and operation of such Unit(s). GRDA shall have no obligation to purchase power and energy from any new or replacement Unit except in accordance with said amendment. GRDA shall not be bound to agree to payments applicable to any new or replacement Unit at the same level, or determined according to the same methodology, as those applicable to other Units but shall be free to negotiate pricing to reflect the value of such new or replacement Unit, as determined by GRDA in its sole discretion; *provided*, *however*, that nothing in this Agreement shall be construed to obligate CUSTOMER to agree to any pricing proposal put forward by GRDA that CUSTOMER, in its sole discretion, determines to be contrary to CUSTOMER's best interests; *and provided further*, that no rates or charges from CUSTOMER to GRDA nor any formula determining such rates or charges shall be subject to modification except by a fully executed written amendment to this Exhibit F-1. At least twelve (12) months prior to the proposed commercial operation date for any new or replacement Units, CUSTOMER shall provide GRDA with a written notice that (1) sets forth CUSTOMER's proposed commercial operation date for such Unit(s), (2) identifies any actions that CUSTOMER requests GRDA take to facilitate the installation and testing of the Unit(s), and (3) provides the information in Attachment 1-CPA for such Unit(s). Notwithstanding the foregoing, CUSTOMER is encouraged to provide as much advance notice as possible to GRDA regarding new or replacement Units proposed by CUSTOMER.

2.6 CUSTOMER shall install and maintain protective devices and equipment (relays, circuit breakers, etc.) required to promptly disconnect and isolate the Facilities from the GRDA system and to minimize any adverse effects on the GRDA system resulting from a fault or other problem originating with the Facilities. All such protective devices and equipment, including the design, installation and checkout of same shall be subject to review and acceptance by GRDA. All settings and ratings for protective devices and equipment installed for purposes of protecting GRDA and the GRDA system shall be subject to review and acceptance by GRDA. The maintenance requirements for the protective devices and equipment are subject to review and acceptance by GRDA. Notwithstanding the foregoing, GRDA shall have no responsibility or liability to CUSTOMER resulting from GRDA's review and acceptance, it being recognized and agreed that such review and acceptance is solely for the benefit of GRDA.

2.7 CUSTOMER shall install one or more disconnect devices to electrically isolate the Facilities from the GRDA system. Each disconnect device must be three-phased with external trip capabilities, and shall provide a visible air gap between the Facilities and the GRDA system in order to satisfy safety requirements for maintenance and repair work on GRDA's system. Each disconnect device shall be designed to allow the application of safety grounds on the GRDA side of the disconnect device.

2.8 The operation of the Facilities in parallel with the GRDA system shall not cause any reduction in the quality of service provided by GRDA to its other customers. CUSTOMER shall not operate the Facilities or any part of CUSTOMER's system in a manner that will independently energize any part of the GRDA system except under emergency conditions with the authorization of GRDA.

2.9 Nothing in this Agreement shall be deemed to limit CUSTOMER's ability to own or install electric generating facilities solely for the purpose of providing emergency standby generation or to operate such electric generating facilities for essential services in a manner consistent with this Agreement and the GRDA-Customer Contract.

2.10 Subject to the approval of CUSTOMER, which shall not be unreasonably withheld, nothing in this Agreement shall be deemed to limit GRDA's rights to designate all or any of the Units as one or more Network Resources under the SPP Transmission Tariff (as that term is defined in the GRDA-Customer Contract) or as a Resource under the SPP Market Protocols.

ARTICLE III. OPERATIONS

3.1 Prior to the initial parallel operation of the Facilities with the GRDA system, all applicable equipment modifications and/or additions shall be complete. GRDA may, in its discretion and solely for its benefit, perform an inspection of the Facilities to insure the proper installation and operation of the protective devices and equipment. The inspection shall include, but not be limited to:

a) Verification of the proper operation of the protective schemes;
b) Verification that the proper voltages and currents are applied to the interconnection protective relays;
c) Verification of proper operation and settings of the interconnection protective relays;
d) Verification of proper voltage and phase rotation;
e) Trip testing of the breaker(s) tripped by the interconnection relays; and
f) Verification of the existence and proper operation of the visible disconnect between the Customer's Facilities and the GRDA system.

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3.2 Upon performance and acceptance of the pre-parallel inspection by GRDA, CUSTOMER shall be granted approval for operation of the Facilities in parallel with the GRDA system. Neither the inspection nor the granting of approval to operate in parallel shall serve to relieve CUSTOMER of any liability for injury, death or damage attributable to the operation of the Facilities or the negligence of CUSTOMER

3.3 Except as otherwise provided in this Agreement, CUSTOMER shall have no obligation to provide transmission service or ancillary services to GRDA. CUSTOMER shall deliver power and energy, including ancillary services, if any, that CUSTOMER has agreed to provide to GRDA at the Point of Delivery. CUSTOMER shall be deemed to deliver the power and energy provided to GRDA pursuant to this Agreement at the Point of Delivery regardless of the direction or magnitude of the net power flow through the Point of Delivery at the time. Nothing in this Agreement shall be deemed to obligate GRDA to provide or constitute GRDA providing transmission service or ancillary services to CUSTOMER or require CUSTOMER to purchase or constitute CUSTOMER's purchase of any transmission service or ancillary services from GRDA associated with the power and energy provided pursuant to this Agreement.

3.4 CUSTOMER shall install, maintain and operate the Facilities in a safe and reliable manner in accordance with prudent utility practice and shall be solely responsible for complying with all applicable laws, regulations, policies, procedures and rules, including but not limited to rules adopted by an Electric Reliability Organization, as that term is defined by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation and/or the Southwest Power Pool or the successor(s) of any of the foregoing. CUSTOMER shall ensure that operation of the Facilities does not cause any adverse effects on the safety and reliability of the GRDA system.

3.5 CUSTOMER shall not operate any of the Units except (i) to provide energy to GRDA to meet schedules submitted to CUSTOMER by GRDA (including energy dispatched by SPP), (ii) to test a Unit as provided in Section 3.7, (iii) during an emergency in which GRDA is not able to supply and deliver all of CUSTOMER's power and energy requirements pursuant to the GRDA-Customer Contract, or (iv) other times as mutually agreed in writing by GRDA and CUSTOMER.

3.6 Planned Outages and Maintenance Schedules

(a) No later than October 1 of each year, CUSTOMER shall submit to GRDA a schedule for planned maintenance outages ("Planned Outages") for each Unit for the upcoming year ("Maintenance Schedule") and each of the subsequent two (2) years in the form included with this Agreement as Attachment 2 – Maintenance Schedule. CUSTOMER shall not schedule more than two (2) Planned Outages for any individual Unit in any year, nor any Planned Outages during the months from June through September

("Peak Season"), without GRDA's prior written approval. Planned Outages for larger Units shall be staggered to minimize the amount of capacity not available to GRDA at any given time. CUSTOMER shall coordinate with GRDA in developing the Maintenance Schedule.

(b) Within ten (10) days after receipt of the Maintenance Schedule, GRDA shall provide comments to CUSTOMER, including (if applicable) written approval of any Planned Outages during the Peak Season which GRDA is willing to agree. With respect to any Planned Outage scheduled during the Peak Season, GRDA shall have the right to require CUSTOMER to re-schedule such Planned Outage to a period that does not fall within the Peak Season and CUSTOMER shall promptly thereafter submit to GRDA a revised Maintenance Schedule, provided, however, that any such revised Maintenance Schedule shall also be subject to acceptance by GRDA. With respect to any Planned Outage not scheduled during the Peak Season, GRDA may request CUSTOMER to re-schedule any such Planned Outage, and in such case, CUSTOMER shall use commercially reasonable efforts to effectuate the requested change to the Maintenance Schedule. In the event that CUSTOMER agrees to re-schedule such Planned Outage, CUSTOMER shall promptly thereafter submit to GRDA a revised Maintenance Schedule. Upon approval by GRDA, a Maintenance Schedule shall become final and not subject to change by either party without the express written consent of the other party.

(c) CUSTOMER shall be allowed no more than fourteen (14) days of Planned Outages for any Unit in any calendar year; provided, however, that CUSTOMER may request GRDA to allow additional outage time for major maintenance work that cannot be completed within fourteen (14) days for which GRDA will not unreasonably withhold approval. CUSTOMER will use commercially reasonable efforts to complete all planned maintenance expeditiously and place the affected Unit(s) back into service as soon as practical.

(d) CUSTOMER shall give GRDA prompt written notice upon CUSTOMER's completion of a Planned Outage. Upon CUSTOMER's delivery to GRDA of such notice, the Planned Outage shall be deemed complete.

(e) Additional outages that come about on a short term notice will be considered as Planned Outages under this Section 3.6.

3.7 Generating Capacity Verification

The Demonstrated Generating Capacity (DGC) for the Unit is the net capability of a Unit. The DGC for any given day ("Daily DGC") is the generating capability that was actually available for the day. The Daily DGC shall be determined from the following sources:

a.) Customer's Best Estimate. CUSTOMER shall provide GRDA with CUSTOMER's best estimate of the net capability for each Unit, as shown in Attachment 1 - CPA. The DGC established by customer's best estimate shall remain in effect until such time that it is reestablished by either a criteria test, outage or de-rate or performance pursuant to this Section 3.7.

b.) Criteria Test. CUSTOMER shall be solely responsible for complying with rules adopted by the Southwest Power Pool or other entity having responsibility regarding rating of generating equipment. CUSTOMER, at its expense, shall perform such criteria tests as may be specified in such rules to establish the net capability of each Unit. CUSTOMER shall provide GRDA with advance written notice of any test to be scheduled on the Unit(s). The notice shall specify the Unit(s) to be tested, the reason for the test(s), and CUSTOMER's best estimate of the amount of energy to be generated from each Unit each hour during the test. Within one business day of receipt of CUSTOMER's notice, GRDA will provide written notice to CUSTOMER stating whether GRDA approves of CUSTOMER's planned test(s). If GRDA does not approve CUSTOMER's request, GRDA shall provide the reason(s) in its notice to CUSTOMER and CUSTOMER shall delay the planned test(s) until approved by GRDA. GRDA shall be permitted to witness any test(s) of a Unit. Upon completion of a test for any Unit, CUSTOMER shall provide the results of each such test to GRDA within one (1) day of completion. Once established by a criteria test, the DGC shall remain in effect until such time that it is reestablished by either another criteria test, outage or derate or performance pursuant to this Section 3.7.

c.) Outages or De-rates. CUSTOMER shall provide GRDA with notice of any unscheduled or planned outages or de-rates for the Units as soon as such information becomes known to CUSTOMER. The DGC in effect shall be reduced accordingly until such time as CUSTOMER provides notice the outage or de-rate is over. Upon notice the outage or de-rate is over the DGC shall return to the DGC that was in effect prior to the outage or de-rate.

d.) Performance. To the extent CUSTOMER fails, other than as excused by Force Majeure, to deliver the capacity requested by GRDA on any given day, then the DGC shall be reduced to the highest hourly amount actually provided. The new DGC shall remain in effect until such time as CUSTOMER establishes a higher DGC either: a) through criteria tests pursuant to this Section 3.7 or b) by satisfactorily providing the requested capacity when next requested by GRDA.

3.8 To the extent that GRDA schedules energy from the Facilities and the Facilities are capable, CUSTOMER shall operate the Facilities to maintain a reasonable voltage at the Point of Delivery. Upon request from GRDA, CUSTOMER shall maximize the generation of reactive power from the Facilities, provided, however, that CUSTOMER's obligation to comply with GRDA's request shall be limited by the extent to which reactive power can be generated from the Facilities without causing undue wear and tear on the Facilities or creating adverse conditions on the GRDA system or on CUSTOMER's system.

3.9 In the event one or more of the Units have not been scheduled for operation by GRDA within the past thirty (30) days, CUSTOMER may operate said Unit(s) to the extent required by the manufacturer's maintenance procedures, and the energy generated by the Unit for that purpose shall be referred to as "Maintenance Energy". CUSTOMER shall provide GRDA with advance written notice of the planned operation of any Unit(s) pursuant to this Section 3.9. The notice shall specify the Unit(s) to be operated, and CUSTOMER's best estimate of the amount of energy to be generated from each Unit each hour of such operation. Within one business day of receipt of CUSTOMER's notice, GRDA will provide written notice to CUSTOMER stating whether GRDA approves of CUSTOMER's planned operation. If GRDA does not approve CUSTOMER's request, GRDA shall provide the reason(s) in its notice to CUSTOMER and CUSTOMER shall delay the planned operation until approved by GRDA. Approval by GRDA shall not relieve CUSTOMER of its responsibility for any associated SPP charges. GRDA shall be permitted to witness any operation of Unit(s).

ARTICLE IV. SCHEDULING & DISPATCH

4.1 GRDA shall dispatch energy purchased from CUSTOMER under this agreement by submitting a schedule to CUSTOMER. Such schedules shall specify the amount of energy that GRDA desires the CUSTOMER generate from each Unit in each hour (including energy dispatched by SPP). GRDA may not request energy from a Unit (i) subject to a Planned Outage pursuant to a Maintenance Schedule approved by GRDA in accordance with Section 3.6, (ii) subject to a test pursuant to Section 3.7, or (iii) affected by a Unit Destruction Event in accordance with Section 1.4. GRDA shall submit its schedule to CUSTOMER in accordance with mutually agreeable procedures adopted by the parties and in accordance with the SPP market timeline set forth in the SPP Transmission Tariff and Market Protocols. The schedules shall not exceed or otherwise be inconsistent with the operating characteristics for each Unit as set forth in Attachment 1 - CPA for each Unit. CUSTOMER shall confirm receipt of GRDA's schedule in writing and, if GRDA's schedule is inconsistent with the operating characteristics as set forth in Attachment 1 - CPA for each Unit, CUSTOMER shall notify GRDA as soon as practicable and GRDA shall revise its schedule accordingly. If CUSTOMER is unable to provide the aggregate amount of energy that GRDA requests, CUSTOMER shall notify GRDA as soon as practicable and state the extent to which CUSTOMER can provide energy.

4.2 CUSTOMER may supply energy to satisfy a request submitted by GRDA for energy from a Unit pursuant to Section 4.1 from any of the Units that are connected to a bus common to the Unit from which GRDA has requested energy; provided, however that GRDA's payments for energy supplied by CUSTOMER shall be based on the Units(s) scheduled by GRDA regardless of the Unit(s) actually used by CUSTOMER to provide energy to GRDA. Furthermore, any variations between the energy schedules submitted by GRDA and the actual energy supplied by CUSTOMER shall be cause for adjustments to GRDA's payment to CUSTOMER in accordance with Section 6.3.

4.3 GRDA shall assume all Units are available unless otherwise indicated by CUSTOMER. Units registered with the SPP market will be made available to the SPP market based on this assumption.

ARTICLE V. METERING

5.1 GRDA shall install, own, and maintain metering for each Point of Delivery pursuant to the GRDA-Customer Contract.

5.2 GRDA shall install, own and maintain one or more meters (including additional equipment that GRDA determines is reasonable or necessary to comply with SPP rules, protocols, guidelines and other similar requirements) on CUSTOMER's premises at or near the point(s) where the Units are connected to CUSTOMER's system. Such metering shall be specified by GRDA, supplied at GRDA's cost, and for GRDA's use, and shall remain GRDA's property. GRDA may provide for the synchronization of such generation metering with the metering for the associated Point(s) of Delivery. CUSTOMER shall coordinate with GRDA to provide reasonable access for the installation, testing and maintenance of GRDA's meters. Upon request, CUSTOMER shall provide easements reasonably required by GRDA to install such meter(s). If CUSTOMER desires information from GRDA's meter(s), GRDA shall grant CUSTOMER full access to such information however, CUSTOMER shall be responsible for all additional costs associated with obtaining information from GRDA's meter(s).

5.3 GRDA reserves the right to install the automated generator control equipment necessary to pulse the units.

ARTICLE VI. PURCHASE AND SALE OF CAPACITY AND ENERGY; BILLING & PAYMENT

6.1 CUSTOMER shall sell and GRDA shall purchase capacity and energy, and, if applicable, ancillary services under this Agreement. Pursuant to Section 6.3, GRDA shall pay CUSTOMER for services provided by CUSTOMER from the Pre-2014 Facilities, and upon Commercial Operation Date of the Reciprocating Engine Capacity, from Unit 7 and the Reciprocating Engine Capacity. GRDA shall have no obligation to pay or credit CUSTOMER for energy provided from the Pre-2014 Facilities or the Reciprocating Engine Capacity except to the extent that GRDA has requested CUSTOMER provide energy hereunder.

6.2 GRDA shall pay CUSTOMER for capacity and energy from the Units comprised of the Pre-2014 Facilities, and upon Commercial Operation Date of the Reciprocating Engine Capacity, from Unit 7 and the Reciprocating Engine Capacity. In addition, to the extent a Unit is qualified and committed to provide installed reserves, spinning reserves and/or ready reserves, GRDA shall pay for such additional services to the extent provided by CUSTOMER as requested by GRDA. GRDA shall make payments pursuant to this Agreement on a monthly basis, and may, if requested by CUSTOMER, subtract any payment due CUSTOMER under this Agreement (or add if payment is due from CUSTOMER to GRDA) against amounts billed to CUSTOMER under the GRDA-Customer Contract. GRDA shall be responsible for the determination of the amounts due under this Agreement. The amount due from GRDA to CUSTOMER under this Agreement (or due from CUSTOMER to GRDA if said amount is negative) shall be calculated as the sum of the following:

a.) A monthly **capacity payment** for each Unit, calculated as the product of the average Daily Demonstrated Generating Capacity for the Unit for the month and a capacity charge calculated as follows:

MCC = [94.5 – 0.5 * (8 * FTAF * HR + (VOM+OFRC))] / 12
Where
MCC = Monthly capacity charge (in $/kW-mo) for the Unit
FTAF = Fuel type adjustment factor (1.0 for natural gas or 1.6 for diesel)
HR = Heat rate (in MMBtu/MWh) for the Unit at full load
VOM = Variable O&M (in $/MWh) for the Unit
OFRC = Other Fuel Related Costs (in $/MWh) for the Unit,

b.) If the Unit is qualified and committed to provide installed reserves pursuant to policies and procedures of SPP, a monthly **installed reserve payment** for each such Unit calculated as the product of the average Daily Demonstrated Generating Capacity for the Unit for the month and $0.75/kW provided, however that the installed reserve payment for a Unit shall be zero for any month in which the Unit fails to qualify as installed reserves (other than as a result of an outage) during all or any part of the month.

c.) If the Unit is qualified and committed to provide spinning reserves pursuant to policies and procedures of SPP, a monthly **spinning reserve payment** for each such Unit calculated as the product of the average Daily Demonstrated Generating Capacity for the Unit for the month and $0.25/kW,; provided, however that the spinning reserve payment for a Unit shall be prorated on a daily basis for any month in which the Unit fails to qualify to provide spinning reserves (other than as a result of an outage) during all or any part of the month.

If the Unit is qualified and committed to provide ready reserves pursuant to policies and procedures of SPP, a monthly **ready reserve payment** for each such Unit calculated as the product of the average Daily Demonstrated Generating Capacity for the Unit for the month and $0.75/kW; provided, however that the ready reserve payment for a Unit shall be prorated on a daily basis for any month in which the Unit fails to qualify to provide ready reserves during all or any part of the month.

d.) An **energy payment** determined in accordance with Section 6.4, which amount may be negative. The Energy Charge for each Unit shall be calculated by multiplying the Fuel Index times the fuel type adjustment (which is 1.0 if the primary fuel for the Unit is natural gas and 1.6 if the primary fuel for the Unit is diesel) for the Unit times the Heat Rate for the Unit, and adding to the resulting product the non-fuel variable O&M (“VOM”) rate and Other Fuel Related Charges (“OFRC”), for the Unit from Attachment 1 – CPA. The Fuel Index shall be equal to the gas price published in Platts Gas Daily in its “Daily Price Survey” under the column heading “Midpoint” for gas to flow at “Southern Star, Tx.-Okla.-Kan.” for the applicable Day, expressed in $/MMBtu; provided, however, that in the event that such price is not published, the Fuel Index shall be the simple average of the last such price that was published and the next such price that was published. OFRC are those costs including (i) gas management fee (including CUSTOMER’S personnel costs for time devoted to management of gas supply), (ii) the variable transportation cost, if any, between the location of Fuel Index and the CUSTOMER’S delivery point of CUSTOMER’s Reciprocating Engine Capacity, and (iii) Intraday gas price premium.

6.3 GRDA shall purchase all of the energy produced from the Units. The amount of energy purchased by GRDA from each Unit will be the amount of energy delivered from the Unit to the Point of Delivery (net of reductions for station service, auxiliary loads and step-up transformer losses to the extent each is applicable). Energy provided from a Unit during a test conducted pursuant to Section 3.7 (“Test Energy”) shall be purchased in accordance with Section 6.4. The price paid for all other energy in any hour shall depend on the extent to which the actual energy delivered (other than Test Energy) (such other energy referred to as “Supplied Energy”) by CUSTOMER to GRDA differs from the aggregate energy scheduled by GRDA (“Requested Energy”) in that hour, as follows:

a.) If the Supplied Energy is less than the Requested Energy in any hour, GRDA shall pay CUSTOMER the applicable Energy Charge for each Unit multiplied by the Requested Energy for the Unit, less said difference multiplied by the greater of (i) 110% of the applicable nodal price (LIP or LMP), or (ii) the applicable Energy Charge.

b.) If the Supplied Energy is more than the Requested Energy in any hour, GRDA shall pay CUSTOMER the applicable Energy Charge for each Unit multiplied by the Requested Energy for the Unit, plus said difference multiplied by 90% of the applicable nodal price (LIP or LMP.

6.4 GRDA shall pay CUSTOMER for Test Energy an amount equal to the product of (i) the total amount of Test Energy during the month, and (ii) GRDA’s average cost for generation and purchased power during the previous calendar year. GRDA reserves the right to use the product of the applicable hourly Test Energy and the hourly nodal Locational Marginal Price (LMP) upon implementation of the SPP Integrated Market.

6.5 GRDA shall pay CUSTOMER for Maintenance Energy an amount equal to the product of (i) the total amount of Maintenance Energy during the month, and (ii) the Energy Charge as determined in accordance with Section 6.2 (d).

6.6 The Supplied Energy, Test Energy, and Maintenance Energy from each Unit, plus an adjustment for losses, if applicable, shall be added to the energy delivered through the applicable Metering Point in each fifteen (15) minute metering interval for purposes of determining the demand and energy delivered to CUSTOMER by GRDA pursuant to the GRDA-Customer Contract, and such adjusted billing data shall be deemed to be the electric power and energy requirements of CUSTOMER at the Metering Point(s) for purposes of the GRDA-Customer Contract.

6.7 CUSTOMER agrees to comply with all applicable rules, regulations and law as they pertain to the Units, operation of the Units, and qualification of the Units to provide the services that CUSTOMER has agreed to provide to GRDA pursuant to this Agreement, including rules adopted by the Southwest Power Pool (or its successor). CUSTOMER shall indemnify GRDA from any claims, losses or other damages incurred by GRDA as a result of GRDA serving as CUSTOMER's Market Participant, excluding those caused by the negligence or willful misconduct of GRDA.

6.8 In the event that the operation (including failure to operate as scheduled by GRDA) of any Unit causes GRDA to incur any cost for charges, fees, penalties, fines or other assessments from any third party, including but not limited to costs for imbalance, uninstructed deviation, and performance, but excluding the cost of replacing undelivered energy as determined pursuant to Section 6.3(a), CUSTOMER shall reimburse GRDA for such costs. GRDA may, but shall not be obligated to, subtract such costs from its payment to CUSTOMER (or add such costs if payment is due from CUSTOMER).

6.9 Except as expressly provided in this Agreement, GRDA shall be under no obligation to reimburse CUSTOMER for costs incurred in owning, operating and maintaining the Facilities, including but not limited to fuel, water, permits, emission allowances, staffing, and station service, or otherwise provide any of the foregoing to CUSTOMER. CUSTOMER shall be solely responsible for the supply and cost of all items necessary to own, operate and maintain the Facilities in a manner that will allow CUSTOMER to satisfy its obligations under this Agreement.

ARTICLE VII. DEFAULT

7.1 A party will be in default under this Agreement if the party fails to perform any of its material obligations under this Agreement and such default continues for thirty (30) days after written notice specifying the event of default is received from the non-defaulting party; provided, however, that such period shall be extended for an additional reasonable period if a cure cannot be effected within thirty (30) days and if corrective action is initiated by the defaulting party within the thirty (30) day period and so long as such action is diligently pursued until such default is corrected. For those material obligations that are not continuous in nature, a default shall be deemed to exist upon the third occurrence of a party's failure to satisfy its obligations hereunder within any continuous period of twelve (12) months. In the event the defaulting party does not satisfy the foregoing material obligations regarding cure of the default, the non-defaulting party may, in addition to other rights to which it may be entitled, terminate this Agreement as to one or more (including all) Units immediately upon notice to the defaulting party. CUSTOMER's failure to provide the Requested Energy shall not be considered a material obligation under this Agreement for purposes of this Section 7.1.

7.2 A default by CUSTOMER of its obligations under the GRDA-Customer Contract shall be deemed to be a default by CUSTOMER under this Agreement, and GRDA may immediately terminate this Agreement if GRDA terminates the GRDA-Customer Contract as a result of said default.

7.3 If a default by CUSTOMER has a material adverse effect on GRDA's other customers or results in conditions that GRDA determines pose an unacceptable safety or reliability risk, including a default under Sections 2.6, 2.7, or 2.8, GRDA may require that CUSTOMER isolate the Facilities from the GRDA system. Such isolation shall be in addition to and not in lieu of any other rights of GRDA, including GRDA's rights under this Article VII.

ARTICLE VIII. MISCELLANEOUS

8.1 CUSTOMER expressly agrees to indemnify and save harmless and defend GRDA, and its directors, officers, employees, agents and assigns, from and against any claim, demand, cost or expense arising out of CUSTOMER's design, installation, maintenance and operation of the Facilities; provided, however, that such claim, demand, cost or expense is not attributable to GRDA's sole negligence or willful misconduct with respect to the operation of its system, and further provided that CUSTOMER has sole charge and direction of any such claim, suit or action and of all negotiations for settlement. At CUSTOMER's expense, GRDA agrees to render all reasonable assistance which may be required by CUSTOMER. Without limiting the generality of the foregoing indemnity, CUSTOMER shall pay all fees and costs associated with defense of any such claim and any damages awarded in respect thereof. If CUSTOMER believes that any claim falls within the foregoing exceptions for claims based upon GRDA's sole negligence or willful misconduct, CUSTOMER will advise GRDA prior to the time defense of such claim is tendered by CUSTOMER and GRDA shall have responsibility for defense of such claim. If, in any case falling within the provisions of the preceding sentence, it is determined that the damage or loss in question was not caused by the sole negligence of GRDA or GRDA's willful misconduct, CUSTOMER shall pay any judgment entered against GRDA upon GRDA's demand that it do so and shall reimburse GRDA for all fees and costs incurred in connection with the defense of such claim. The provisions of this indemnity shall apply to the fullest extent permitted by law

8.2 To the extent allowed by Oklahoma law, in no event shall the parties be liable to the other party with respect to any claim arising out of this Agreement whether such claim is based on contract, tort or otherwise for any punitive, exemplary, or consequential damages, including without limitation, for liability based upon or damages for loss of profits.

8.3 This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, or entity other than the parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the parties to this Agreement, their successors in interest or assigns.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

ATTEST	**GRAND RIVER DAM AUTHORITY**
____________________________	By: _________________________________
By: ________________________	Title: _______________________________
Title: ______________________	Date: _______________________________

ATTEST:	**CITY OF COFFEYVILLE, KANSAS**
____________________________	By: _________________________________
By: ________________________	Title: _______________________________
Title: ______________________	Date:_______________________________

Attachment 1
CPA Generation Information Form

This form should be completed for each generating unit in accordance with Article II of this Agreement. Note – Additional Information may be needed to complete the market registration for units as required by SPP.

GENERATOR SITE INFORMATION:

- Customer-Owner: City of Coffeyville, Kansas
- Name of Generator Site: Coffeyville Municipal Light & Power
- Address/Description: 605 Santa Fe Street
- Generator In-Service Date: May 1957
- Point of Delivery: Power Plant Sub

GENERATOR DATA:

- Unit Number: #6
- Manufacturer: Elliott, made in 1955 Model: 9,917
- Rated Output of Generators: 17,647 kW 17,647 kVA
- Rated Voltage: 12,470 kV Power Factor: 85 %

OPERATING CHARACTERISTICS:

- Net Capability – Summer: ________ kW
- Net Capability – Winter: ________ kW
- Power Factor Range: 85%
- Loss adjustment: _________________________
- Fuel Type(s): Primary - Gas Secondary - __________________
- Minimum Operating Level: 6,000 kW Heat Rate at Min. 13,000 Btu/kWh
- Maximum Operating Level: 20,000 kW Heat Rate at Max. 12,200 Btu/kWh
- I/O Curve should be provided for units greater than 10 MW
- Start Time (from notice to Minimum Operating Level): see below minutes
- Startup Profile (net energy each hour during startup): Hour 1 12,000 kWh Hour 2 20,000 kWh Hour 3 ______ kWh Hour 4 ______ kWh Hour 5 ______ kWh
- Ramp Rate: 12 MW/hour
- Minimum Up Time: ________ hours Minimum Down Time: for a trip, less than 1 hours
- Equipped with AGC? (yes/no): yes Equipped with voltage control? (yes/no): yes
- Non-fuel Variable O & M $ 0.00 per MWh
- Other Fuel Related Costs $_________ per MWh ($/MMBtu * Heat Rate) ~~sum of the following: Gas Management Fee ___ $/MMBtu Other ____ $/MMBtu~~
- Capacity Payment $__________ per kW-month (as determined by GRDA based on details here)
- Qualified and Committed to Provide Installed Reserves? (yes/no): no
- Qualified and Committed to Provide Spinning Reserves? (yes/no): no
- Qualified and Committed to Provide Ready Reserves? (yes/no): no
- Manufacturers Maintenance Recommendation, run hours, frequency and duration:
  every 40,000 hrs

ADDITIONAL COMMENTS:

Prime Mover for Generation is Steam 3 Phase

Winter Startup is at least 24 hours in order to fill boiler and tower and be on line. The rest of the year we could be billed and ready to start in around 6 to 8 hours. This would not apply in a turn around or maintenance mode. It would be similar to the winter startup.

A one line diagram and detailed specification sheet for each component (generator, step-up transformer, cables, overhead lines, etc.) from the Point of Delivery to the generating unit should be included. This information is needed for short circuit analysis and any necessary protective relay setting calculations.

CUSTOMER:______________________________________ Date: _______________________

GRDA:______________________________________ Date: _______________________

NOTE – I haven't marked these sheets based on the changes shown on the first one.

Attachment 1-B

- Customer-Owner: City of Coffeyville, Kansas
- Name of Generator Site: Coffeyville Municipal Light & Power
- Address/Description: 605 Santa Fe Street
- Generator In-Service Date: April 1, 1973
- Point of Delivery: Power Plant Substation

GENERATOR DATA:

- Unit Number: #7
- Manufacturer: General Electric, Made in 1971 Model: 178881
- Rated Output of Generators: 38,235 kW 46,500 kVA
- Rated Voltage: 12,470 kV Power Factor: 90%

OPERATING CHARACTERISTICS:

- Demonstrated Generating Capacity: 38,000 kW Power Factor Range: 90%
- Loss adjustment: ___________________________
- Fuel Type(s): Primary Gas Secondary ____________-________
- Minimum Operating Level: __16,000__ kW Heat Rate at Min. _12,100___ Btu/kWh
- Maximum Operating Level: __38,000____ kW Heat Rate at Max. ___11,200__ Btu/kWh
- Start Time (from notice to Minimum Operating Level): __See below ________ minutes
- Startup Profile (net energy each hour during startup): Hour 1 _15,000_____ kWh
  Hour 2 __33,000___ kWh Hour 3 _38,000____ kWh Hour 4 ______ kWh Hour 5 ______ kWh
- Ramp Rate: ____18______ MW/hour
- Minimum Up Time: ____-____ hours Minimum Down Time: _for a trip, less than 1_ hours
- Equipped with AGC? (yes/no): _yes_____ Equipped with voltage control? (yes/no): __yes____
- Non-fuel Variable O & M $__0.00___ per MWh
- Capacity Payment $___4.14_____ per kW-month (as determined by GRDA based on details here)
- Qualified and Committed to Provide Installed Reserves? (yes/no): no
- Qualified and Committed to Provide Spinning Reserves? (yes/no): no
- Qualified and Committed to Provide Ready Reserves? (yes/no): no
- Manufacturers Maintenance Recommendation, run hours, frequency and duration:
  Every 40,000 hrs

ADDITIONAL COMMENTS:

Prime Mover for Generation is Steam 3 Phase

Winter Startup is at least 24 hours in order to fill boiler and tower and be on line. The rest of the year we could be billed and ready to start in around 6 to 8 hours. This would not apply in a turn around or maintenance mode. It would be similar to the winter startup.

A one line diagram and detailed specification sheet for each component (generator, step-up transformer, cables, overhead lines, etc.) from the Point of Delivery to the generating unit should be included. This information is needed for short circuit analysis and any necessary protective relay setting calculations.

Completed by:____ Date: ________________________

Attachment 1-C
CPA Generation Information Form

This form should be completed for each generating unit in accordance with Article II of this Agreement.

GENERATOR SITE INFORMATION:

- Customer-Owner: City of Coffeyville, Kansas
- Name of Generator Site: Coffeyville Municipal Light & Power
- Address/Description: 605 Santa Fe Street
- Generator In-Service Date: July 19, 2007
- Point of Delivery: Power Plant Sub

GENERATOR DATA:

- Unit Number: #2
- Manufacturer: Mitsubitshi, made in April 2006 Model: S16R-41PTAA2-2
- Rated Output of Generators: 2,000 kW 116 kVA
- Rated Voltage: 12,470 kV Power Factor: 80 %

OPERATING CHARACTERISTICS:

- Demonstrated Generating Capacity: 2,000 kW Power Factor Range: 80%
- Loss adjustment: ____________________
- Fuel Type(s): Primary Diesel ______________ Secondary ______________
- Minimum Operating Level: 500 kW Heat Rate at Min. - Btu/kWh
- Maximum Operating Level: 2,000 kW Heat Rate at Max. 9,900 Btu/kWh
- Start Time (from notice to Minimum Operating Level): 10 minutes
- Startup Profile (net energy each hour during startup): Hour 1 1,800 kWh
  Hour 2 2,000 kWh Hour 3 ______ kWh Hour 4 ______ kWh Hour 5 ______ kWh
- Ramp Rate: 1.8 MW/hour
- Minimum Up Time: - hours Minimum Down Time: - hours
- Equipped with AGC? (yes/no): yes Equipped with voltage control? (yes/no): yes
- Non-fuel Variable O & M $ 0.00 per MWh
- Capacity Payment $ 2.60 per kW-month (as determined by GRDA based on details here)
- Qualified and Committed to Provide Installed Reserves? (yes/no): No (SPP registration required)
- Qualified and Committed to Provide Spinning Reserves? (yes/no): No (SPP registration required)
- Qualified and Committed to Provide Ready Reserves? (yes/no): No (SPP registration required)
- Manufacturers Maintenance Recommendation, run hours, frequency and duration:
  Every 4,000 hr need valves checked
  ____

ADDITIONAL COMMENTS:

Prime Mover for Generation is Turbo Charged Engine, 3 Phase

A one line diagram and detailed specification sheet for each component (generator, step-up transformer, cables, overhead lines, etc.) from the Point of Delivery to the generating unit should be included. This information is needed for short circuit analysis and any necessary protective relay setting calculations.

Completed by:______________________________ **Date:** ____________________

Attachment 1-D
CPA Generation Information Form

This form should be completed for each generating unit in accordance with Article II of this Agreement.

GENERATOR SITE INFORMATION:

- Customer-Owner: City of Coffeyville, Kansas
- Name of Generator Site: Coffeyville Municipal Light & Power
- Address/Description: 605 Santa Fe Street
- Generator In-Service Date: July 19, 2007
- Point of Delivery: Power Plant Sub

GENERATOR DATA:

- Unit Number: #1
- Manufacturer: Mitsubi~~t~~shi, Made in April 2006 Model: S16R-41PTAA2-1
- Rated Output of Generators: 2,000 kW 116 kVA
- Rated Voltage: 12,470 V Power Factor: 80%

OPERATING CHARACTERISTICS:

- Demonstrated Generating Capacity: 2,000 kW Power Factor Range: 80%
- Loss adjustment: ___________________________
- Fuel Type(s): Primary Diesel Secondary ____-____________
- Minimum Operating Level: 500 kW Heat Rate at Min. ____-_____ Btu/kWh
- Maximum Operating Level: 2,000 kW Heat Rate at Max. 9,900 Btu/kWh
- Start Time (from notice to Minimum Operating Level): 10 minutes
- Startup Profile (net energy each hour during startup): Hour 1 1,800 kWh
  Hour 2 2,000 kWh Hour 3 ______ kWh Hour 4 ______ kWh Hour 5 ______ kWh
- Ramp Rate: 1.8 MW/hour
- Minimum Up Time: ___-_____ hours Minimum Down Time: ___-_____ hours
- Equipped with AGC? (yes/no): yes Equipped with voltage control? (yes/no): yes
- Non-fuel Variable O & M $0.00 per MWh
- Capacity Payment $2.60 per kW-month (as determined by GRDA based on details here)
- Qualified and Committed to Provide Installed Reserves? (yes/no): No (SPP registration required)
- Qualified and Committed to Provide Spinning Reserves? (yes/no): No (SPP registration required)
- Qualified and Committed to Provide Ready Reserves? (yes/no): No (SPP registration required)
- Manufacturers Maintenance Recommendation, run hours, frequency and duration:
  Every 4,000 hrs need valves checked
  ____

ADDITIONAL COMMENTS:

Prime Mover for Generation is Turbo Charged Engine, 3 Phase

A one line diagram and detailed specification sheet for each component (generator, step-up transformer, cables, overhead lines, etc.) from the Point of Delivery to the generating unit should be included. This information is needed for short circuit analysis and any necessary protective relay setting calculations.

Completed by:____ **Date:** ________________________

Attachment 2

Maintenance Schedule

	Unit	Outage Start Date	Outage End Date
Year 1			
Year 2			
Year 3			

Completed by:______________________________________ Date: _______________________

RESOLUTION NO. R-15-12

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF ELECTRIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF COFFEYVILLE, KANSAS.

WHEREAS, the City of Coffeyville, Kansas (the "Issuer"), owns and operates an Electric Utility System (the "System"); and

WHEREAS, the Issuer is authorized under the provisions of K.S.A. 10-1201 *et seq*. (the "Act") to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the System, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived from the operation of the System; and

WHEREAS, the governing body of the Issuer has pursuant to Resolution No. R-15-01 declared its intention under the Act to acquire, construct, reconstruct, alter, repair, improve, extend or enlarge the System (the "Project") at an estimated cost of $62,425,400 and to issue System revenue bonds in an amount of not to exceed $71,810,000; notice of such intention was published one time in the official newspaper of the Issuer and no sufficient written protest thereto was filed with the Clerk within fifteen (15) days after said publication date all as set forth in the Act; and

WHEREAS, none of such revenue bonds so authorized have previously been issued and the Issuer proposes to issue not to exceed $10,000,000 of the revenue bonds so authorized to pay a portion of the costs of the Project; and

WHEREAS, the governing body of the Issuer has caused plans and specifications for the Project and an estimate of the cost thereof to be made by the Consulting Engineer which have previously been accepted and approved and shall be placed on file in the office of the Clerk; and

WHEREAS, the Issuer has selected the firm of Springsted Incorporated, as municipal advisor ("Municipal Advisor"), Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), and JP Morgan Chase Bank, N.A., as private placement purchaser (the "Purchaser"), relating to the issuance of such System revenue bonds; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of the Series 2015-A Bonds, the governing body desires to authorize the Mayor to enter into an agreement for the sale of such revenue bonds, if necessary, prior to the next meeting of the governing body to adopt the necessary ordinance and resolution providing for the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS, AS FOLLOWS:

Section 1. The Municipal Advisor is hereby authorized to negotiate with the Purchaser for the sale of the Issuer's Taxable Electric Utility System Revenue Bonds, Series 2015-A (the "Series 2015-A Bonds") in accordance with the presentation made by the Municipal Advisor this date. The sale negotiations shall be accomplished in consultation with the Director of Finance, the City Attorney and Bond Counsel. The final pricing and repayment terms thereof shall be determined by the Director of Finance. The confirmation of the sale of the Series 2015-A Bonds shall be subject to the execution of an agreement between the Purchaser and the Issuer, the passage of an ordinance and adoption of a resolution by the governing body of the Issuer authorizing the issuance of the Series 2015-A Bonds and the execution of various documents necessary to deliver the Series 2015-A Bonds. The Mayor is hereby authorized to execute an agreement (the "Purchase Agreement") in a form approved by the City Attorney and Bond Counsel, provided that the sale and placement of the Series 2015-A Bonds is subject to the following parameters: (a) aggregate principal amount not to exceed $10,000,000; and (b) the aggregate interest cost shall not exceed $125,000.

Section 2. The Mayor, Director of Finance, Clerk and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale and placement of the Series 2015-A Bonds.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on February 10, 2015.

(SEAL)

ATTEST:

James Falkner, Mayor

Cindy Price, City Clerk

Gilmore & Bell, P.C.
02/05/2015

ORDINANCE NO. S-15-01

OF

THE CITY OF COFFEYVILLE, KANSAS

PASSED

FEBRUARY 24, 2015

TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BONDS
SERIES 2015-A

ORDINANCE NO. S-15-01

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABALE ELECTRIC UTILITY SYSTEM REVENUE BONDS, SERIES 2015-A OF THE CITY OF COFFEYVILLE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Coffeyville, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City is authorized under the provisions of the Act, to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the System, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived by the City from the operation of the System; and

WHEREAS, the governing body of the City has pursuant to Resolution No. R-15-01 declared its intention under the Act to acquire, construct, reconstruct, alter, repair, improve, extend or enlarge the System (the "Project") at an estimated cost of $62,425,400 and to issue System revenue bonds in an amount of not to exceed $71,810,000; notice of such intention was published one time in the official newspaper of the Issuer and no sufficient written protest thereto was filed with the Clerk within fifteen (15) days after said publication date all as set forth in the Act; and

WHEREAS, none of such revenue bonds so authorized have previously been issued and the City proposes to issue $10,000,000* of the revenue bonds so authorized to pay a portion of the costs of the Project (the "Series 2015-A Bonds"; and

WHEREAS, the governing body of the City has caused plans and specifications for the Project and an estimate of the cost thereof to be made by the Consulting Engineer which have previously been accepted and approved and shall be placed on file in the office of the Clerk; and

WHEREAS, the Issuer has Outstanding System Indebtedness comprised of the Series 2011-A Bonds and the Series 2013-A Bonds; and

WHEREAS, the resolutions authorizing such Outstanding System Indebtedness provides the City may issue Additional Bonds which constitute Parity Bonds upon the satisfaction of certain conditions; and

WHEREAS, prior to or simultaneously with the issuance of the Series 2015-A Bonds, such terms and conditions will be satisfied.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein or in the Series 2011-A Resolution or Series 2013-A Resolution, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*. and K.S.A. 10-1201 *et seq*., all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

"Bond Resolution" means, collectively, the Series 2011-A Resolution, the Series 2013-A Resolution, the Series 2015-A Resolution and any other resolution to be adopted by the governing body of the City prescribing the terms and details of any Additional Bonds.

"Bonds" means, collectively, the Series 2011-A Bonds, the Series 2013-A Bonds, the Series 2015-A Bonds and any Additional Bonds.

"City" means the City of Coffeyville, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Expenses" means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, for System operation, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the City not related to the operation of the System and transfers into the Debt Service Reserve Account and Depreciation and Replacement Account provided for in the Bond Resolution.

"Fiscal Year means the twelve month period ending on December 31.

"Mayor" means the duly elected and acting Mayor or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Net Revenues" means, for the period of determination, all Revenues less all Expenses.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Parity Bonds" means the Outstanding Series 2011-A Bonds, Series 2015-A Bonds, and any Additional Bonds hereafter issued pursuant to the Bond Resolution and standing on a parity and equality with such Bonds with respect to the lien on the Net Revenues.

"Parity Obligations" means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

"Parity Resolution" means the Series 2011-A Resolution, the Series 2015-A Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

"Project" means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions or enlargements of the System described in the Preamble to this Ordinance or any Substitute Project.

"Revenue Fund" means the Electric Utility System Revenue Fund referred to in the Bond Resolution.

"Revenues" means all income and revenues derived and collected by the City from the operation and ownership of the System, including investment and rental income, net proceeds from business interruption insurance, transfers from the Surplus Account to the Revenue Fund of Net Revenues derived in a prior Fiscal Year and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Indebtedness, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

"Series 2011-A Bonds" means the Issuer's Electric Utility System Revenue Bonds, Series 2011-A, dated December 28, 2011.

"Series 2011-A Resolution" means collectively the Issuer's Ordinance No. S-11-13 and Resolution No. R-11-117, which authorized the Series 2011-A Bonds and any Additional Bonds.

"Series 2013-A Bonds" means the Issuer's General Obligation Electric Utility System Refunding Bonds, Series 2013-A, dated December 3, 2013.

"Series 2013-A Resolution" means collectively the Issuer's Ordinance No. S-13-06 and Resolution No. R-13-98, which authorized the Series 2013-A Bonds.

"Series 2015-A Bonds" means the Issuer's Taxable Electric Utility System Revenue Bonds, Series 2015-A, authorized by this Ordinance.

"Series 2015-A Resolution" means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Series 2015-A Bonds and making covenants with respect thereto.

"State" means the State of Kansas.

"Subordinate Lien Bonds" means the Series 2013-A Bonds and any Additional Bonds or Additional Obligations payable from the Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Obligations, and which constitute general obligations of the City.

"Substitute Project" means a substitute or additional project of the System authorized in the manner set forth in the Bond Resolution.

"System" means the electric generating plants and all appurtenances thereto, the electric distribution system, and the electric street lighting system, now serving the City and its inhabitants and others, together with all extensions and improvements thereto hereafter made or acquired by the City.

"System Indebtedness" means collectively all Bonds and all Additional Obligations.

Section 2. Authorization of the Series 2015-A Bonds. There shall be issued and are hereby authorized and directed to be issued the Electric Utility System Revenue Bonds, Series 2015-A, of the City in the aggregate principal amount of $10,000,000* for the purpose of providing funds to: (a) pay a portion of the costs of the Project; (b) pay costs of issuance of the Series 2015-A Bonds; (c) make a deposit to the Debt Service Reserve Account; and (d) pay the interest accruing on the Series 2015-A Bonds during construction of the Project.

Section 3. Security for the Series 2015-A Bonds. The Series 2015-A Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015-A Bonds. The Series 2015-A Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015-A Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2015-A Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015-A Bonds, all of which Series 2015-A Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015-A Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2015-A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Bonds. The Series 2015-A Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Bonds; and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015-A Bonds.

Section 4. Terms, Details and Conditions of the Series 2015-A Bonds. The Series 2015-A Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to (a) pay Expenses; (b) pay the principal of and interest on the Bonds as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance and the Bond Resolution. The Series 2015-A Resolution may establish requirements in excess of the requirements set forth herein.

Section 7. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 8. Governing Law. This Ordinance and the Series 2015-A Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 9. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the governing body of the City on February 24, 2015 and signed by the Mayor.

(SEAL)

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM ONLY.

____
Paul Kritz, City Attorney

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Item # I-4

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	February 10, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-13	
AGENDA TITLE	**Wärtsilä Equipment Supply Contract**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Mike Shook, Deputy Director of Electric Utilities	
FISCAL INFORMATION	Cost as recommended:	$29,588,515.00 (Not To Exceed)
	Budget Line Item:	800-5-030-862
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Execute an agreement to supply three (3) - 18.6 MW Reciprocating Engines/Generators.	
BACKGROUND	The Electric Utility used the competitive and cooperative bid process issued by the Stillwater Utility Authority, Stillwater, Oklahoma to obtain bids for Reciprocating Engine Generator Sets for Coffeyville Municipal Light & Power's New Generation Project.	
SPECIAL NOTES	N/A	

ANALYSIS	Stillwater Utility Authority issued Request for Proposals through a public bid process to provide up to 56 MW of Natural Gas fueled, reciprocating engine generating units. Proposals were received from: • Wärtsilä North America, Inc. (9 MW Units) • Wärtsilä North America, Inc. (18.6 MW Units) • Caterpillar Power Generation Systems (9 MW Units) Proposals were evaluated by Stillwater Utility Authority Staff, Burns & McDonnell Engineers, and City of Coffeyville Electric Utility Staff. A Net Present Value Analysis of each proposal was completed by Burns & McDonnell to evaluate the overall costs of each unit including the long-term operating costs of the smaller units vs. the larger units. The analysis is attached for your review.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Synergies between the City of Coffeyville and Stillwater Utility Authority projects, through a “Sister Plant” concept, allow for additional overall savings to the projects. Utility Staff met with Wärtsilä North America, and negotiated the Not to Exceed price of the units, including limiting the risk to the City in regards to the exchange rate between the Euro and the US Dollar. Staff recommends that the Mayor be authorized to enter into an agreement with Wärtsilä North America, Inc. for three (3) 18.6 MW reciprocating engine generator sets for the amount not to exceed $29,588,515.

REFERENCE DOCUMENTS ATTACHED	Wärtsilä North America EEQ Agreement Stillwater Utility Authority Reciprocating Engine Bid Packet Bid Summary/Analysis Net Present Value Analysis prepared by Burns & McDonnell

RESOLUTION NO. R-15-13

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH WÄRTSILÄ NORTH AMERICA, INC, FOR THREE (3) 18.6 MW RECIPROCATING ENGINE GENERATOR SETS FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into an agreement with Wärtsilä North America, Inc. in the amount not to exceed $29,588,515.00 for three (3) 18.6 MW Reciprocating Engine Generator Sets for the City of Coffeyville Electric Utility.

ADOPTED THIS 10th DAY OF February, 2015.

James Falkner, Mayor

ATTEST:

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

EQUIPMENT SUPPLY CONTRACT

by and between

CITY OF COFFEYVILLE

and

WÄRTSILÄ NORTH AMERICA, INC.

for

POWER GENERATING EQUIPMENT AND SERVICES

EQUIPMENT SUPPLY CONTRACT

This Equipment Supply Contract (the "Contract"), is made and entered into as of this ___ day of February 2015 (the "Effective Date"), by and between the City of Coffeyville, a municipal corporation, with offices located at 102 W 7th Street, P.O. Box 1629, Coffeyville, Kansas (the "Owner"), and Wärtsilä North America, Inc., a corporation organized and existing under the laws of the State of Maryland, with offices located at 16330 Air Center Boulevard, Houston, Texas 77032 (the "Supplier").

RECITALS

WHEREAS, Owner is developing a 56.277 MW (gross) power generation project (the "Project") to be located in Coffeyville, Kansas; and

WHEREAS, in connection with the Project, Owner desires to purchase from Supplier reciprocating engine and generator units, along with appurtenant equipment and related technical services, all as more particularly described herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Owner and Supplier hereto agree as follows:

ARTICLE 1: DEFINITIONS

Definitions. For the purposes of this Contract, the following words and terms shall have the meanings specified below (other words and abbreviations that have well-known technical or trade meanings are used in this Contract in accordance with such recognized meanings):

1.1 "Absolute Performance Guarantees" means those Guaranteed Performance Parameters listed in Section 2 of Exhibit L (Guaranteed Performance Parameters).

1.2 "Acceptance Certificate" means the certificate confirming Owner's acceptance of the Equipment, signed by both Parties.

1.3 "Auxiliary Equipment" means the following~~:~~ engine auxiliary module, pipe rack, exhaust module, SCR, radiators (including handrails and ladders), silencer, EGM (steel included with all items that go on EGM), exhaust duct purge fan, auxiliary module platform, GRU, mixing duct, expansion bellows, and/or rupture disks, except when such items are critical to delay or installation.

1.4 "Change Order(s)" means any change(s) made to the Contract in accordance with Article 11.

1.5 "Contract" means the contract and agreement made and entered on the Effective Date by and between the Owner and Supplier, including the documents in Article 2.1, all appendices, attachments, exhibits, Change Orders and all amendments and modifications agreed to and signed by both Owner and Supplier.

1.6 "Contract Price" means the total price for the Work agreed between the Parties, as modified by Change Orders, and as defined in Section 3.1.

1.7 "Day(s)" means (a) calendar day(s) of 24 hours measured from midnight to the next midnight.

1.8 "Delayed Payment Rate" means the rate incurred under the provisions of Section 3.9, and calculated as the lesser of (a) the rate of interest announced from time to time by Citibank, N.A. at its principal office in New York, New York as its prime or base lending rate for United States loans plus three (3) percent; or (b) the maximum interest rate permitted by applicable law. The Delayed Payment Rate shall be calculated as the interest rate multiplied by the payment due, and then pro-rated per day that the payment is late.

1.9 "Delivery" means the provisions set out in Article 5.

1.10 "Deliverables" means the Submittals and other documents delivered to the Owner in performance of Work hereunder including, without limitation, design plans, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, manuals, photographs, negatives, tapes, discs, databases, software, and other information, data, and items embodied in any tangible form.

1.11 "Detailed Test Protocol" means the testing protocol described in Performance Test Guidelines, Exhibit I.

1.12 "Engineer" means Burns & McDonnell Engineering Company, Inc., a Missouri Corporation, or its duly authorized representatives.

1.13 "Effective Date" means the date that the Parties have both executed the Contract.

1.14 "Equipment" means a Product supplied by Supplier, with operational or nonoperational parts, whether motorized or manually operated, that may require service connections, such as wiring or piping.

1.15 "Final Completion" means the event when (a) Substantial Completion has occurred; (b) emissions testing has been properly evaluated and values are equal to or less than the Maximum Emission Guarantees as defined in Exhibit L and (c) Supplier has completed the Punch List items, as detailed in Exhibit S.

1.16 "Force Majeure" means any cause or occurrence preventing the ability of a Party to perform its obligations under the Contract, which cause is beyond the reasonable control of the Party affected, and not due to an act or omission of the Party affected, and which could not have been avoided by the exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of the Site, compliance with any order of any Governmental Unit, lack or failure or inability to maintain in effect any approval of a Governmental Unit required for the performance of the Work which has been timely applied for, trade or economic sanction, sabotage, acts of war (declared or undeclared), blockade, embargo, hostilities, civil unrest, riots, military or guerilla action, terrorist activity or threats of terrorists activities as precursors to actual terrorist activity, abnormally-adverse weather conditions on the high seas, hurricanes, fires, floods, explosion, pandemics, accidents, riots, strikes, work stoppages, boycotts, walkouts or other labor disturbances, failures in common carrier or utility services, and/or other causes or occurrences that are not within the reasonable control of the Party affected, and which, by the exercise of reasonable diligence, the affected Party is unable to prevent or avoid by finding reasonable alternative means to comply with its obligation. The following events shall not be considered Force Majeure: (a) strikes or labor disturbances involving the employees of Supplier or any of its Sub-Suppliers who are not performing work at the Site (unless national in nature); (b) price fluctuations with respect to labor or materials, supplies or components of equipment related to items to be supplied by Supplier; (c) mere economic hardship; or (d) fluctuations in currency exchange rates.

1.17 "Genset(s)" means the engine(s), generator(s), and skids they are mounted on.

1.18 "Goods" means Submittals, supplies, Materials, Equipment, reports, documents, drawings, specifications and all other items that Supplier is required to furnish to complete this Contract.

1.19 "Governmental Unit" means any national, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the performance of the Work, Equipment, the Site or its operations (including the transmission of electricity), or the health, safety or environmental conditions of the Site or otherwise over the Parties

1.20 "Guaranteed Delivery Dates" means the 'No Later Than' dates for delivery of the Equipment to the Site and as detailed in Exhibit K.

1.21 "Guaranteed Performance Parameters" means the Performance Parameters' values guaranteed by Supplier, as shown in the VALUES column in the table in Exhibit L.

1.22 "Liquidated Damages" means sums that may come due from Supplier, in accordance with Article 7.

1.23 "Make Good Period" means a period following completion of the initial Performance Tests as described in 8.2.2.

1.24 "Materials" means Products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form parts of the Work.

1.25 "Maximum Emissions" means the emissions listed in Guaranteed Performance Parameters, Exhibit L.

1.26 "Mechanical Completion" means the date when a Mechanical Completion Certificate has been delivered to Supplier, certifying that, as detailed in Exhibit P, (a) the Gensets have been installed and connected; (b) the Genset control system(s) and components have been installed and checked; (c) utilities and services are in place to permit safe full load operation of the Gensets; and (d) the Gensets are ready for initial Start-Up operation.

1.27 "Must Make Guarantees" means those guarantees set out in Guaranteed Performance Parameters, Exhibit L.

1.28 "Noise Guarantee" means the Guaranteed Performance Parameter that is listed in Exhibit L, to the extent such Noise Guarantee applies only to the Equipment provided by Supplier.

1.29 "Notice to Proceed" means the letter issued by the Owner instructing Supplier to commence performance of the Work after the date the Parties execute the Contract (the "Effective Date")and the Owner submits the Down Payment per Exhibit M (Milestone Payment Schedule).

1.30 "Payment Milestone" means a payment made under Exhibit M (Milestone Payment Schedule).

1.31 "Performance Guarantees" means those Guaranteed Performance Parameters that are listed under Section 1, Exhibit L (Guaranteed Performance Parameters).

1.32 "Performance Tests" or "Performance Testing" means the procedures described in Exhibit I (Performance Test Guidelines).

1.33 "Party" or "Parties" means the Owner or Supplier, or both together, as the context or the usage of such term(s) may require.

1.34 "Permit" means the official approval, and all associated documents, filings, and approvals, from the Kansas Department of Transportation necessary for the transportation of the Gensets to the Site.

1.35 "Product(s)" means item(s) purchased by Supplier for incorporation in the Work, regardless of whether they were specifically purchased for the Project or taken from the previously purchased stock, and includes Material, Equipment, system, and other terms of similar intent.

1.36 "Project" means the total construction of which the Work to be provided under this Contract is a part.

1.37 "Punch List" means the list of Work that the Parties agree remains to be completed after Substantial Completion, and that must be addressed, as detailed in Section 8.3, prior to Final Completion.

1.38 "Prudent Electrical Practices" means any of the reasonable practices, methods, or acts which, in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result, at a reasonable cost, consistent with good engineering practices, reliability, safety, expedition, and compliance with laws in facilities like those found in the Project, utilizing like Equipment.

1.39 "Reference Site Conditions" means the site conditions listed in Guaranteed Performance Parameters, Exhibit L.

1.40 "Reliability Guarantee" means the Guaranteed Performance Parameter listed in Exhibit L.

1.41 "Reliability Run" means the procedure described in Guaranteed Performance Parameters, Exhibit L, to establish the Reliability Factor Performance Parameter.

1.42 "Repair Work" means the materials, labor, equipment and supervision required to refinish, redesign, repurchase, repair or replace non-conforming Goods or Work including, without limitation, the disassembling, removing, replacing and re-inspecting of any equipment or obstruction preventing such Work and re-performance, repair, replacement or testing such other part of the Work, the Site as shall be necessary to cause the applicable portion of the Work to conform to the Contract.

1.43 "Site" means the Project location at 2601 N. 5th Industrial Street , Coffeyville, Kansas 67337.

1.44 "Specifications" means those portions of the Contract in Exhibit A, consisting of written technical descriptions of the Work, and covering the Goods, workmanship, and certain administrative details applicable thereto.

1.45 "Submittals" means all shop drawings, product data, and samples which are prepared by Supplier, a Sub-Supplier, or manufacturer, and submitted by Supplier to Owner for the Equipment and materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.

1.46 "Submittal Schedule" means the table in the Specifications, as set out in Exhibit J.

1.47 "Substantial Completion" means the event when, with respect to a specific Genset or Gensets, Supplier has fulfilled the requirements detailed in the Substantial Completion Certificate, Exhibit R, namely: (a) Genset(s) have passed the required Absolute Performance Guarantees, Reliability Guarantee, and Noise Guarantee as defined in Exhibit L; (b) Supplier has paid to Owner or Owner has set-off against Milestone Payments all Liquidated Damages due and payable to Owner under the Contact up to such point in time; (c) Genset(s) are ready to start emissions tests; (d) site quality assurance documentation has been completed and delivered to Owner for the Genset(s); (e) Supplier has delivered the document Deliverable(s); (f) Supplier has delivered to Owner all partial lien waivers and releases related to the Work to date for which Owner has been invoiced; and (g) Supplier has provided Owner with the specialty tools required for the operation and maintenance of the Genset(s).

1.48 "Warranty Period" means the period of time specified in Article 6.

1.49 "Work" means the labor, commissioning, and installation activities carried out by Supplier or its subcontractors in connection with the execution and timely completion of Supplier's obligations under this Contract.

ARTICLE 2: DOCUMENTS AND INTERPRETATION

2.1 Documents Included. This Contract consists of this document and the following annexes and exhibits which are attached hereto (collectively, the "Exhibits"), and which are specifically made a part hereof by this reference:

Exhibit A	Technical Specification
Exhibit B	Division of Responsibilities
Exhibit C	Insurance
Exhibit D	Performance Bond
Exhibit E	Statutory Bond
Exhibit F	Certificate of Non-Discrimination
Exhibit G	Non-Collusion Affidavit for Invoices over $25,000
Exhibit H	Project Fuel
Exhibit I	Performance Test Guidelines
Exhibit J	Schedule of Submittals
Exhibit K	Guaranteed Delivery Dates
Exhibit L	Guaranteed Performance Parameters ▪ Derating Curves (L1) ▪ VOC Correction Table (L2)
Exhibit M	Milestone Payment Schedule
Exhibit N	Partial Waiver of Lien and Release of Claims
Exhibit O	Final Waiver of Lien and Release of Claims
Exhibit P	Mechanical Completion Certificate
Exhibit Q	Spare Parts List
Exhibit R	Substantial Completion Certificate
Exhibit S	Final Completion Certificate

2.2 Entire Agreement. This Contract sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the date first above stated, and supersedes any and all negotiations, agreements and representations made or dated prior thereto. Subsequent to the date hereof, this Contract may be supplemented, modified or otherwise amended by mutual agreement or in accordance with the terms of this Contract. Such amendments, if any, must be in the form of a written amendment to this Contract, and signed by authorized representatives of both Parties to this Contract.

2.3 Prior Dealings: No course of prior dealing or performance between the Owner and Supplier or usage of trade shall be relevant to supplement, explain, interpret, or modify any term, condition, or instruction used in this Contract.

2.4 Conflicting Provisions. In the event of any conflict or inconsistency between or among this document and the Exhibits, such conflict shall be resolved in accordance with the following order of precedence: (a) this document; (b) Exhibit B; (c) Exhibit A; and (c) the other Exhibits. Either Party, upon becoming aware of any conflict or inconsistency among any of the components of this Contract, shall promptly notify the other Party in writing of such conflict or inconsistency.

2.5 Headings. The titles of the articles and sections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.

ARTICLE 3: PAYMENT

3.1 Contract Price . The total price for all Equipment and Work shall be $29,588,515. The Contract Price may be adjusted, from time to time, as set forth under to the terms of this Contract.

3.2 Taxes. The Contract Price includes taxes payable for the sale, purchase, or use of Materials or Equipment outside of the State of Kansas. Supplier tax responsibility is limited to all present taxes, fees, deductions, withholdings, or other charges and liabilities imposed by Governmental Units outside of the state of Kansas. Owner is a municipal corporation that is exempt from taxation under the laws of Kansas.

3.3 Down Payment. Down Payment shall be made on or before midnight Central Time March 31, 2015, for 20% of the Contract Price, or $5,917,703 and per the terms of Exhibit M (Milestone Payment Schedule), and shall be non-refundable.

3.4 Milestone Payment Schedule. Owner shall pay Supplier the Contract Price at the times and in the amounts set forth in the Exhibit M (Milestone Payment Schedule) and in accordance with the provisions of Article 3.

3.5 Invoices. Upon achieving each Payment Milestone, Supplier shall furnish Owner with an invoice (i) referencing such Payment Milestone; and (ii) indicating the payment amount associated with such Payment Milestone as set forth on Exhibit M (Milestone Payment Schedule).

3.6 Payment. Except for the Down Payment, which is governed under Section 3.3, Owner shall make all other payments to Supplier (a) in accordance with the agreed Milestone Payment Schedule in Exhibit M (Milestone Payment Schedule) and (b) in the amount of each invoice within thirty (30) days after receipt of such invoice.

All payments to Supplier shall be made by wire transfer of immediately available funds to the account of Wärtsilä North America, Inc. at:

Nordea Bank Finland Plc
New York Branch
437 Madison Avenue
New York, NY 10022
Acct: 7049163001
ABA number: 026010786

or such other depository as Supplier shall designate by written notice to Owner. Except as provided in Section 7.5, all sums invoiced by the Supplier shall be paid in full by Owner to Supplier without any set off, counterclaim or deduction in accordance with this Contract (including its dispute resolution provisions), and are not subject to any settlement discounts or other special terms of payment. Banking charges shall be borne by the Owner. Payments made beyond the due date shall accrue interest at the Delayed Payment Rate.

3.7 Claims. The Owner may require as a condition of payment that the Supplier submit evidence satisfactory to the Owner that any and all claims of subcontractors, suppliers or other third parties that have performed services or provided supplies in connection with the Work included in any invoice have been paid or satisfactorily secured prior to making any partial payment, including, but not limited to, a Partial Waiver of Lien and Release of Claims as set forth in Exhibit N.

3.8 All currency and payments shall be in U.S. dollars.

3.9 Delayed Payments. Other than the down payment, payments under the Exhibit M (Milestone Payment Schedule), made after a 5 (five) day grace period shall be paid by Owner to Supplier on the Delayed Payment Rate.

ARTICLE 4: COMMENCEMENT OF WORK

4.1 Effective Date. The Contract shall become effective on the date of execution by Owner and Supplier and upon receipt of the Down Payment, per the Milestone Payment Schedule. If Down Payment is not received by midnight Central Time on March 31, 2015, this Contract shall expire automatically by its terms, without penalty to either Party.

4.2 Notice to Proceed. Owner shall issue written Notice to Proceed to Supplier upon (a) execution of the Contract by the Parties and (b) tender of the Down Payment in accordance with Article 3.3 and Exhibit M (Milestone Payment Schedule).

ARTICLE 5: GOODS AND DELIVERY

5.1 No substitution or modification of any Goods or related component parts, Materials, or manufacturing locations shall be made without prior written consent of the Owner.

5.2 Incoterms and Delivery Costs: Payment under the Contract shall include the cost to deliver Goods to the Site, including packing per good practice suitable for sea shipment, and transport insurance, and under Supplier DDP Incoterms® 2010 to the Site.

5.3 Delivery Schedule. Delivery date is subject to Owner's Payment of the Down Payment to Supplier, as detailed in Exhibit M, satisfying Notice to Proceed requirements. Otherwise, delivery dates shall extend day-for-day for each consecutive day thereafter until Notice to Proceed is met. Supplier shall deliver the Equipment in accordance with this Article 5 and the schedule in Exhibit K (Guaranteed Delivery Dates).

5.3.1 Engines and Generators: Delivery of the Gensets shall be by Supplier to final foundation location at the Site.

5.3.2 Auxiliary Equipment: Delivery of the Auxiliary Equipment shall be by truck to Site. Unloading of Auxiliary Equipment at the Site shall be by installation contractor, and will not be part of Supplier's Work.

5.4 Risk of Loss: Risk of loss to the Equipment shall pass to the Owner upon Delivery of the Goods to the Site.

5.5 Title: Title to the Goods shall pass to the Owner on a pro-rata basis, according to the Exhibit M (Milestone Payment Schedule). Final title to each item of Equipment will pass to Owner free and clear of any and all liens, claims, security interests, or other encumbrances upon execution by Owner of the Final Completion Certificate.

5.6 In no event shall Supplier be liable for work not performed or deadlines not met by Owner's other contractors or suppliers in connection with the Project.

ARTICLE 6: WARRANTY

6.1 The Supplier warrants that the goods shall be new and free of defects in design, workmanship and materials. Supplier also warrants to the Owner that for elements of any Work for which this Contract does not establish express standards of quality and fitness, such Work shall be in accordance with good industry practices and standards for the specific application.

6.2 Warranty Period. The Warranty Period shall be:

(a) The eighteen (18) month period after Substantial Completion and issuance of the Substantial Completion Certificate, Exhibit R;

(b) the eighteen (18) month period after Commercial Operation if Commercial Operation occurs prior to Substantial Completion;

(c) the twenty-four (24) month period after the last Genset delivery; or

(d) 4,000 operating hours,

whichever occurs first.

6.3 Supplier's completion of warranty repair, replacement or correction of defective/nonconforming Work during the Warranty Period, will extend for an additional one (1) year interval from such repair, replacement or correction date, provided, however, that in no event shall the Warranty Period extend beyond thirty (30) months after the Warranty Period began. The extended Warranty Period applies only to parts or components of the Equipment that are repaired or replaced during the Warranty Period and not to the remaining parts or components or other items of the Equipment.

6.4 Emissions: Supplier shall also warrant for a duration of the earlier of 4,000 operating hours or one year that each unit supplied meets the Maximum Emissions Guarantees for NOx and NH3 slip with respect to the NOx Catalyst, and meets the Maximum Emissions Guarantees for CO and VOC with respect to the CO Catalyst between minimum and full load, and as based on fuel gas composition in Project Fuel, Exhibit H, provided, however, that the fuel used is in conformity with the requirements of the Contract, and that Owner operates the Equipment in accordance with Supplier's instruction manuals for operation of the Equipment and with good industry practices and standards.

6.5 Warranty Claims. Any warranty claims or requests with respect to Supplier's warranty must be made in writing**,** without delay during the Warranty Period, or, if applicable, extended Warranty Period.

6.6 Repair Work.

6.6.1 If any Work fails to comply in any respect to the warranties set forth herein and Supplier has been given written notice of such noncompliance within the Warranty Period, Supplier shall, at its sole expense, promptly perform all Repair Work. The Parties shall immediately take mutually-agreeable steps to prevent any defect from becoming more serious and to enable Supplier to rectify the aforesaid defect.

6.6.2 Replaced parts shall become Supplier's property. Supplier shall bear all costs of repairing or replacing the defective parts supplied by Supplier, as well as the shipping costs of the defective parts and of the repaired or replacement parts between the Site and the place of repair or replacement as instructed by Supplier

6.6.3 Supplier shall be responsible for all costs to perform Repair Work including, without limitation, all freight and insurance charges.

6.6.4 Supplier shall bear the risk of loss or damage for Work requiring Repair Work during the period of such Repair Work. If any Work must be removed from the Site, transportation charges associated with any Repair Work shall be borne by Supplier. Supplier shall revise any and all drawings and other documents, as appropriate; to reflect any changes or modifications made during Repair Work. Work required to be corrected, repaired or replaced shall be subject to the warranties of this Contract in the same manner and to the same extent as Work originally delivered under this Contract.

6.6.5 The Warranty Period shall not be waived or voided by the Owner's inspection, acceptance, prudent use, or the subsequent dispossession or sale of the Work pursuant to the terms of the Contract.

6.7 Exclusions from Warranty. Supplier's warranty does not cover any defect due to or connected with: (a) materials or components or design provided by Owner or on behalf of Owner; (b) negligence of Owner, its employees or agents or other third parties; (c) use of spare parts other than those supplied by or on behalf of Supplier; (d) improper installation or alterations; or (e) parts, accessories or attachments which are not sold, supported, or expressly approved in writing by Supplier. In particular, Supplier's warranty does not cover any defects that are caused by or connected with normal wear and tear, the use of unsuitable material, unapproved consumables, or fuel not in accordance with Exhibit H: Project Fuel, fluctuations in the grid, maintenance, service or operation of the Equipment or any part thereof which, in each case, are not in conformity with Supplier's or any Subcontractor's manuals, instructions, or technical specifications or which is otherwise not in accordance with Prudent Electrical Practices.

6.8 Limited Warranty. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE THE ONLY WARRANTIES BY SUPPLIER APPLICABLE TO THE EQUIPMENT AND SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED AGAINST DEFECTS, LATENT

OR OTHERWISE. SUPPLIER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OBLIGATION IN CONNECTION WITH THE EQUIPMENT OR SERVICES OR ANY PART THEREOF.

ARTICLE 7: LIQUIDATED DAMAGES AND LIABILITY LIMITATIONS

7.1 Late Delivery: If Supplier is unable to meet the required delivery schedules, the Supplier shall offer a plan to recover from such delay. If Owner approves such a recovery plan, and the plan is completed by Supplier, Owner will waive its claim for liquidated damages. If no plan is accepted, or if the accepted plan is not completed, Supplier will be subject to liquidated damages in accordance with this Article 7, herein

7.2 If Supplier fails to deliver the Submittals noted as “subject to LDs” in the Submittal Schedule within the time therein specified, or fails to meet the Guaranteed Dates, or if the Gensets fail to meet the Performance Guarantees, the Parties agree that the Owner would be damaged. As it would be almost impossible to ascertain the actual damages precisely, Supplier agrees to pay Liquidated Damages in the amounts listed herein. The payment of Liquidated Damages shall be the sole and exclusive remedy for the Owner for the specific performance failure to which the Liquidated Damages applies, except that the Owner shall have the right to terminate the Contract for cause if Supplier reaches the aggregate Liquidated Damages cap defined in Section 7.3.

Requirement	**Liquidated Damages**
Late Delivery – Submittals	$500 per Day per Submittal Package
Late Delivery – Auxiliary Equipment	$10,000 per Day, to be apportioned in thirds per Genset affected
Late Delivery – Engine Generator Sets	$10,000 per Day, to be apportioned in thirds per Genset affected
Late Substantial Completion	$10,000 per Day, to be apportioned in thirds per Genset
Guaranteed Unit Electrical Output	$6,500/kW, based on average result of three engines during performance tests
Guaranteed Unit Heat Rate	$4,000/Btu/kw-hr, based on average result of three engines during performance tests
Guaranteed Urea Consumption	$4,000/lb/hr, based on average result of three engines during performance tests

7.3 Limitation of Liquidated Damages.

7.3.1 Liquidated damages for Late Delivery – Submittals shall be limited to a maximum of ten percent (10%) of the Contract Price.

7.3.2 Liquidated damages for Late Delivery – Engine Generator Sets shall be limited to a maximum of ten percent (10%) of the Contract Price.

7.3.3 Liquidated damages for not meeting the Performance Guarantees shall be limited to a maximum of fifteen percent (15%) of the Contract Price.

7.3.4 Aggregate total for all Liquidated Damages shall be limited to a maximum of fifteen percent (15%) of the Contract Price.

7.4 Liquidated Damages Not a Penalty. The Parties acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would or might be incurred by Owner as a result of Supplier's failure to perform those matters hereunder for which Liquidated Damages are provided. The Parties agree that the amounts of Liquidated Damages provided under this Contract are in lieu of actual damages and are the Parties' reasonable estimates of fair compensation for the losses that may reasonably be anticipated from such failures in respect of such matters, and do not constitute a penalty.

7.5 Payment of Liquidated Damages. Delay Liquidated Damages payable by Supplier shall be included as an offset to amounts payable by Owner in Supplier's final invoice in accordance with Section 3.5 or, to the extent they exceed amounts payable by Owner, shall be paid by Supplier to Owner within fifteen (15) days after completion of the last Performance Test.

7.6 Limitations: In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either Party be liable for consequential, special or indirect damages, including, without limitation, damages or losses in the nature of business interruption, loss of reputation, loss of or increased costs related to third party financing, loss of anticipated profits or anticipated revenue, or cost of capital. Supplier's maximum aggregate liability to Owner pursuant to this Contract whether arising from tort (including negligence or strict liability), Liquidated Damages (as limited pursuant to Article 7), breach of contract (including fundamental breach), breach of warranty, indemnification, or any other cause of action shall not exceed one hundred percent (100%) of the Contract Price.

7.7 Must Make Guarantees: The Supplier shall at a minimum meet the Absolute Performance Guarantees, Reliability Guarantee, Noise Guarantee and Maximum Emissions Guarantees as defined in Exhibit L. The Absolute Performance Guarantees are not subject to buy-down via liquidated damages.

ARTICLE 8: INSPECTION , TESTING, AND COMPLETION

8.1 Inspection. The Owner reserves the right to review Supplier`s quality assurance and quality control procedures and to inspect and witness all Supplier's operations and tests.

8.1.1 Supplier shall notify the Owner at least thirty (30) Days in advance when portions of the Work are ready for inspection or testing in accordance with the Supplier's inspection and test plan as approved by the Owner.

8.1.2 Failure to inspect or reject the Work shall not relieve the Supplier from responsibility for compliance with the Contract requirements, nor impose liability on the Owner. The Owner reserves the right to reject Work that is unsatisfactory, faulty, or defective or does not conform to the requirements of the Contract.

8.2 Testing. Supplier shall carry out factory tests of the Gensets in accordance with Supplier's procedures for such tests. Owner and its representatives including the Engineer shall have the right to witness such factory tests. Date and time of such tests shall be communicated to Owner no later than thirty (30) Days in advance. Supplier shall bear the cost of such tests, but Owner shall bear the cost for its representative to attend them.

8.2.1 Supplier shall carry out the Performance Testing at Site pursuant to Exhibit I (Performance Testing Guidelines). The timing of the Performance Tests is set out in Exhibit I and in Exhibits R and S (Substantial and Final Completion).

8.2.2 Make Good Period: Supplier shall have a remedy period of one hundred twenty (120) Days after completion of the initial Performance Testing to make modifications, repairs and/or replacements and carry out further Performance Testing to demonstrate that the Guaranteed Performance Parameters are met, prior to the payment of any performance Liquidated Damages. This remedy period may overlap with Final Completion. However, such overlap shall not mean a waiver by Owner of any of its rights under this Contract and shall not relieve Supplier of its duties under this Contract.

8.2.3 Commercial Operation: If Owner commences Commercial Operation of the Facility before completion of the Performance Tests, other than Emissions Testing, the Performance Tests obligation shall be deemed waived, with Supplier having no liability for Performance Liquidated Damages, and Owner shall pay Supplier the remaining payments under Exhibit M (Milestone Payment Schedule).

8.2.4 Delayed Performance Tests: If the conduct of the Performance Tests other than Emissions Testing, occurs more than forty-five (45) days after the execution of the Mechanical Completion Certificate for reasons other than Supplier's breach of its obligations under this Contract, Owner shall pay Supplier the Substantial Completion payment under Exhibit M (Milestone Payment Schedule) and Supplier is entitled to a Change Order to compensate Supplier for the delay in Performance Testing. However, if the Performance Testing has not occurred within one hundred and eighty (180) days after the execution of the Mechanical Completion Certificate, the Performance Tests obligation shall be deemed waived, with Supplier having no liability for Performance Liquidated Damages, and Owner shall pay Supplier the Final Completion Payment under Exhibit M (Milestone Payment Schedule). Supplier will remain obligated to supply final documents and tools, as called for under the Substantial Completion requirements, Exhibit R (Substantial Completion Certificate), and Exhibit S (Final Completion Certificate) shall be deemed to have been issued and accepted by Owner.

8.3 Punchlist. Promptly, but in no event later than five (5) days, following Performance Tests, the Parties shall review the Supplier's work under this Contract, and compile a Punchlist of work needed to be completed by Supplier. Supplier shall use all reasonable efforts to complete the Punchlist items no later than one hundred and fifty (150) days after the Parties agree on the Punchlist. Should Supplier fail to complete the Punchlist within two hundred and ten (210) days after the Punchlist has been agreed upon, then Owner shall have the right to complete any remaining Punchlist items and Supplier shall reimburse Owner for the direct costs and expenses of completion of such Punchlist work.

ARTICLE 9: CONSTRUCTION REQUIREMENTS AND COORDINATION

9.1 Health and Safety. When performing Work at the Site, Supplier shall comply with safety measures and procedures required by the Owner and shall comply with all applicable laws, ordinances, rules, regulations and orders of Governmental Units for the safety of persons or property. Supplier shall follow project specific safety rules and will comply with health and safety standards, including OSHA safety rules, relative to its scope of Work and personnel. Plant-wide safety issues shall remain with Owner.

9.2 Personnel must wear appropriate personnel protective equipment at all times on site including (a) hard hats; (b) safety glasses; (c) safety-toe shoes; and (d) shirts with sleeves.

9.3 Supplier's representative must attend weekly site safety meetings.

9.4 The following construction utilities and facilities will be provided by the Owner: (a) construction trailer with offices; (b) sanitary services; (c) construction power; and (d) construction water.

9.5 Supplier shall provide monthly progress reporting, including schedule updates, (completed and forecasted), etc. throughout the duration of its Work.

9.6 Supplier shall attend weekly coordination meetings throughout the duration of its Work.

9.7 All personnel must undergo one (1) day of safety training and must pass drug testing.

ARTICLE 10: TERMINATION

10.1 Failure to Procure Financing: If Owner cannot demonstrate procurement of financing for 80% of the Contract Price, or $23,670,812, on or before midnight Central Time on ______, 2015, this Contract will expire on its own terms, without penalty to either Party.

10.2 Termination for Cause: Either Party may terminate this Contract for cause, in whole or in part, by written notice to the other Party under the following conditions:

10.2.1 Unauthorized Assignment. No Party shall assign or transfer this Contract or any right or interest herein except as expressly permitted by this Contract or agreed to by both Parties;

10.2.2 Material Default. A Party defaults in its performance in any material respect under any material provision of this Contract; or

10.2.3 Bankruptcy. Any proceeding shall have been instituted, seeking to adjudicate the affected Party as a bankrupt or insolvent, or that Party shall have made a general assignment for the benefit of its creditors, or a receiver shall have been appointed on account of the insolvency of the affected Party, or a Party having filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts and, in the case of any such proceeding, such proceeding shall not have been dismissed within one hundred twenty (120) days of such filing.

10.3 If, after termination by Owner, it is determined that Supplier was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the Contract had been terminated.

10.4 Provisions for Owner's rights post-termination for cause are set forth Exhibit D (Performance Bond).

ARTICLE 11: CHANGES

11.1 Despite any pending dispute with respect to the Contract, Supplier shall proceed, upon written notice from the Owner with the performance of all Work or changes as directed by the Owner, and agreed-to by Supplier.

11.2 If the Owner issues a directive that causes a material increase in Supplier's cost or time for performance, Supplier shall notify the Owner in writing within three (3) Days from the date of Supplier's receipt of the Owner's directive, and subject to such proper notice, an equitable adjustment in the price or time of performance shall be mutually-agreed upon between the Owner and Supplier. Such adjustment shall constitute a waiver of all claims by Supplier arising out of or related to the change.

11.3 Claims: Except where expressly stated otherwise in this Contract, no claim for extra compensation or for additional time for performance of the Work shall be valid unless Supplier shall first have provided written notice of such claim to the Owner within ten (10) Days of the start of the event giving rise to the claim. Such notice is a material consideration of this Contract and if Supplier fails to provide the Owner such notice within such time frame, Supplier's claim shall be deemed waived.

ARTICLE 12: INDEMNIFICATION AND INTELLECTUAL INFRINGEMENT

12.1 Indemnification. Supplier shall indemnify and hold Owner, and agents and employees of any of them, harmless from and against any and all claims, damages, losses, liabilities and expenses, including without limitation attorneys' fees, for any third party claims arising out of or resulting from Supplier's failure to comply with the terms or provisions of the Contract, or to the extent caused in whole or in part by any willful or negligent acts, omissions, or breaches of Contract by Supplier or anyone for whose acts Supplier may be liable; provided that (i) Supplier's obligations under this paragraph shall terminate at the close of the Warranty Period, and (ii) Supplier's maximum liability to Owner pursuant to this paragraph shall not exceed Owner's statutory liability limitations as set forth in the Kansas Governmental Tort Claims Act, K.S.A. 75-6101, *et seq*. Notwithstanding the foregoing, Supplier shall not be required to indemnify Owner for Owner's own negligence or intentionally wrongful acts.

12.2 Intellectual Property Infringement: If any claim for infringement of intellectual property is brought against the Owner arising from the Work, Supplier shall, in order to avoid such claims, actions, or proceedings, promptly obtain a license (without additional cost to the Owner) to the intellectual property right that has been allegedly infringed; substitute at its own expense non-infringing Work; or to modify the manufacture or design of such infringing Work so the Work becomes non-infringing provided that such substitutions or modifications meet all the requirements of this Contract.

ARTICLE 13: DOCUMENTS AND SUBMITTALS

13.1 Review and approval of shop drawings, samples, design and fabrication drawings, catalog data or other submittals from Supplier is for the purpose of determining general compliance with the Contract only, and the Owner is not reviewing such documents to evaluate the means or methods of design or fabrication. Such review shall not transfer any liability to the Owner or others for the proper design, fabrication and installation of the Work and shall not release Supplier of its sole liability for the Work.

13.2 Title to the Deliverables and any other drawings or proprietary information provided to Owner shall remain with Supplier or its Subcontractors, as applicable.

13.3 Supplier shall seal all platform and support steel-related drawings through a licensed professional engineer in accordance with the laws of Kansas. Said sealing/stamping is the responsibility of the Supplier. Drawings of products, materials, and equipment that are of standard structural designs by the manufacturer, fabricator, supplier, or Supplier need not contain the seal/stamp of a licensed professional engineer.

13.4 Supplier shall deliver three (3) hard copies of all such drawings, and operation and maintenance manuals in English, along with electronic copies.

ARTICLE 14: INSURANCE

14.1 Supplier shall furnish an insurance policy, proportionate to its scope, as set out in Exhibit C (Insurance Certificates).

ARTICLE 15: FORCE MAJEURE

15.1 In case of an event of Force Majeure, the Party rendered wholly or partially unable to perform its obligations under this Contract will be excused from whatever performance is affected by the Force Majeure event to the extent so affected. The affected Party shall have an obligation to notify in writing the other Party within seven (7) Days of its knowledge of the Force Majeure event, and mitigate and work around the Force Majeure event to the extent commercially practicable. The Party affected by Force Majeure shall bear all of its own costs in connection with Force Majeure events it suffers.

ARTICLE 16: APPLICABLE LAW AND CONFLICT RESOLUTION

16.1 Governing Law: The rights of all Parties hereunder and the construction of every provision hereof shall be governed by the federal laws of the State of Kansas, without giving effect to principles of conflicts of law.

16.2 Friendly Negotiations. In the event of any claim, dispute or controversy arising out of or relating to this Contract or the breach thereof which the Parties have been unable to settle or agree upon within a period of thirty (30) Days after the dispute arises, each Party shall nominate a senior officer of its management to meet at a mutually agreed time and place not later than forty-five (45) Days after the dispute has arisen to attempt to resolve such matter. Should a resolution of such dispute not be reached within fifteen (15) Days after the date that such senior officers meet, then either Party may, by written notice to the other, submit the dispute to arbitration, under Section 16.3, below.

16.3 Arbitration Rules and Arbitrators. Any Dispute arising out of or relating to this Agreement or the breach thereof which has not been resolved through negotiation in accordance with the procedures set forth in Section 18.1 shall be submitted to binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association ("Arbitration Rules") then in effect. The arbitration hearing shall be held in Kansas City, Kansas. Unless the Parties in writing mutually agree otherwise, the arbitration shall be conducted in accordance with the procedures of the Arbitration Rules before a panel of three (3) arbitrators. The Parties agree that the arbitrators are entitled to enter such interim orders as it deems necessary, including, without limitation, injunctive relief, or orders to preserve the subject matter of the Dispute or to preserve or adjust the status of the Parties pending resolution of the Dispute in arbitration.

16.4 Award. The award rendered by the arbitration shall be final and judgment thereon may be entered by any court having jurisdiction thereof. The award shall be in writing, and shall give reasons for the decisions reached by the arbitrator(s). The arbitrator(s) shall have the power to award all remedies available under the applicable law. The prevailing Party (as determined by the arbitrator(s)) shall be entitled to reimbursement of its expenses, including reasonable attorney's fees, incurred in connection with the arbitration and any judicial enforcement of this arbitration agreement, unless the arbitrator(s) determines that it would be manifestly unfair to honor this agreement of the Parties and determines a different allocation of costs. Except to the extent necessary for proceedings relating to enforcement of the arbitration agreement, the award or other, related rights of the Parties, the fact of the arbitration proceeding itself, all evidence, pleadings, or other documents exchanged or used in the arbitration and the award shall be maintained in confidence by the Parties to the fullest extent permitted by applicable law. However, a violation of this covenant shall not affect the enforceability of this agreement to arbitrate or of the award.

16.5 Changes in Law. In the event that any change in any Law enacted or otherwise approved after the date of this Contract or a change in an approval by a Governmental Unit after the Effective Date, Owner or Supplier, as the case may be, shall reasonably promptly notify the other Party in writing upon its discovery of such change in laws or standards. If any such modification increases Supplier's cost of producing or supplying the Equipment or performing the Work, delays Supplier's schedule or affects any other provision of this Contract, Supplier shall be entitled to an adjustment to the Contract Price, Equipment Delivery date, Performance Guarantees, and any other equitable adjustment to the Contract and shall memorialize any such agreement in an amendment to this Contract.

16.6 Emissions. Notwithstanding anything to the contrary, whenever in this Contract or its Exhibits the Supplier makes a representation, or has any obligation to ensure, that the Equipment will be in compliance with any law relating to ambient air emissions, effluent emissions, or noise, or with any approval from a Governmental Unit with respect to ambient air emissions, effluent emissions, or noise, any such representation or obligation shall be deemed satisfied to the extent that Supplier demonstrates, pursuant to the emissions tests, the Equipment's emissions guarantee is met.

ARTICLE 17: NOTICES AND COMMUNICATIONS

17.1 Notices. Any notice or invoice pursuant to the terms and conditions of this Contract shall be in writing and either be (a)sent by certified mail, return receipt requested; or (b) sent by a recognized overnight mail or courier service with delivery receipt required:

If to Supplier:	WÄRTSILÄ NORTH AMERICA, INC. 16330 Air Center Boulevard Houston, Texas 77032 Attn: Kenneth Hägg, Project Manager Tel. 281.233.6200 Fax 281.233.6233
with a copy to:	WÄRTSILÄ NORTH AMERICA, INC. 16330 Air Center Boulevard Houston, Texas 77032 Attn: Gabriela Rivero, Legal Counsel, Power Plants Tel. 281.233.6200 Fax 281.233.6233
If to Owner:	CITY OF COFFEYVILLE P.O. Box 1629 Coffeyville, Kansas 67337 Attn: Michael Shook, Deputy Director of Electric Utilities Tel. (620) 252-6086 Fax (620) 252-6173)
With a copy to:	Paul Kritz, City Attorney P.O. Box 9 Coffeyville, Kansas 67337 Tel. (620) 251-1300 Fax (620) 251-9411

Either Party may change its address or the Party representative to notify by a notice delivered in accordance with this Section.

17.2 Effectiveness of Notices. Notices shall be effective when received by the Party to whom they are addressed.

ARTICLE 18: MISCELLANEOUS

18.1 Confidentiality: This Contract is confidential between the Owner and the Supplier. However, the Parties acknowledge that Owner is subject to open records and other pertinent public information laws. If information or details connected with the Contract, Supplier's Work, or the Project shall be published or disclosed to any third party under the law, Owner will provide Supplier with advance written notice before such required disclosure is made. The Parties agree that all of Supplier's trade secrets, intellectual properties, and confidential information related to its Equipment and the Work will be protected by Owner through the Open Records Act, K.S.A. 45-215, *et seq.*

18.2 Assignment: Neither Party shall assign this Contract or any rights or obligations hereunder (by contract, acquisition, merger, operation of law or otherwise) in whole or in part, without the prior written consent of the other Party. Any attempt to assign any rights or obligations hereunder without appropriate consent shall be deemed void.

18.3 Severability of Provisions: If any term, condition or provision of this Contract or the application thereof to any Party hereto be invalid or unenforceable at law, the offending word(s), sentence(s) or paragraph(s) shall be considered as stricken from this Contract and the remainder of this Contract, shall not be affected thereby, and each remaining term, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

18.4 Survival: The obligations of the Parties hereunder which by their nature should survive the termination of this Contract or the completion of the Work hereunder, including, without limitation, those provisions of this Contract which provide for the protection against liability, shall survive and inure to the benefit of the Parties, as permitted by law.

18.5 Independent Contractor: Supplier is an independent contractor in the performance of the Work specified in this Contract. The Owner retains no control or direction over Supplier, its employees, and Sub-Suppliers or subcontractors or over the detail, manner, or methods of performance of the Work by Supplier, its employees, and sub-suppliers or subcontractors.

18.6 No Waiver: Failure by the Owner to enforce any provision hereof, the Owner's failure or delay in exercising rights or remedies provided herein or by law, the Owner's approval of, acceptance of, or payment for the Work, or any part or combination thereof, shall neither relieve nor release Supplier from any of its obligations under this Contract, shall not be deemed a waiver of any rights of the Owner to insist upon strict performance hereof or of any of the Owner's rights or remedies under this Contract or by law, and shall not operate as a waiver of any of the provisions hereof, unless otherwise provided for in this Contract.

18.7 Counterparts. This Contract may be executed in any number of counterparts and by each of the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the date and the year first above written.

CITY OF COFFEYVILLE, KANSAS

____

By: ___________________________________
James Falkner
Mayor of Coffeyville, Kansas
Date:____________________

WÄRTSILÄ NORTH AMERICA, INC.

By: ___________________________________
Gary Groninger
Business Development Manager, Power Plants
Date:____________________

CITY OF STILLWATER

DEPARTMENT: STILLWATER ELECTRIC UTILITY	DATE & TIME: JULY 7, 2014	3:00 P.M.
	SUA BID #02 14/15	
RECIPROCATING ENGINE GENERATOR SETS		

BIDDER NAME AND ADDRESS:	BIDDER'S TOTAL PRICE	A1 RECOMMENDED SPARE PARTS	A2 FURNISH COOLING RADIATORS (LOW NOISE)	A3 FURNISH COOLING RADIATORS (ULTRA-LOW NOISE)	A4 PRICING STRATEGY COST
Wartsila North America Inc., 16330 Air Center Blvd, Houston, TX	$28,761,720.00	$344,952.00	$190,000.00	$399,400.00	NO BID
Wartsila North America Inc., 16330 Air Center Blvd, Houston, TX	$31,202,050.00	$444,465.00	$115,000.00	$290,000.00	NO BID
Caterpillar Power Generation Systems, 13105 Northwest Freeway, Suite 910, Houston, TX	$29,800,000.00	$450,000.00	$230,000.00	$600,000.00	$20,500,000.00

THE SEALED BIDS AS LISTED WERE OPENED AND READ ALOUD AT THE ABOVE LISTED TIME AND DATE:

VICKI REED
ELIZABETH CHRZ
LOREN SMITH

PRICE SUMMARY

Stillwater Utilities Authority - Power Generation Station Project

5.1210-Reciprocating Engine Generator Sets

	CAT (6 x G20CM34)	WÄRTSILÄ (6 x 20V34SG)	WÄRTSILÄ (3 x 18V50SG)
Base Requirements Specified			
1-Engine Generator Sets and Auxiliary Equipment	$ 28,700,000	$ 27,147,530	$ 29,814,600
2-Technical assistance	$ 675,000	$ 1,274,550	$ 1,075,400
3-Training	$ 275,000	$ 217,900	$ 180,000
4-Performance and Statutory Bonds	$ 150,000	$ 121,720	$ 132,050
Total Base Amount	$ 29,800,000	$ 28,761,700	$ 31,202,050
Alternates Specified			
A1-Recommended Spare Parts	$ 450,000	$ 344,952	$ 444,465
A2-Furnish Low Noise cooling radiators	$ 230,000	$ 190,000	$ 115,000
Total Alternates Selected	$ 680,000	$ 534,952	$ 559,465
Supplier Provided Options			
SO1- Bond for transportation across OK bridges	$ -	$ -	$ 40,000
SO2- Technician for full one year warranty period	$ -	$ 60,000	$ 60,000
SO3- 20% spare Balance of Plant I/O (above alloted amount)	$ -	$ 20,000	$ 20,000
Total Supplier Provided Options Selected	$ -	$ 80,000	$ 120,000
CONTRACT PRICING SUMMARY			
Total Contract Amount = Base Reqs + Alternates + Supplier Options	$ 30,480,000	$ 29,376,652	$ 31,881,515
Technical Adjustment: BOP Cost	$ 3,845,616	$ 2,286,206	$ -
Revenue & Cost Adjustment: Loss Compared to Highest NPV	$ 704,899	$ 2,506,351	$ -
Total Evaluated Amount = Contract Amount + Adjustments	$ 35,030,515	$ 34,169,209	$ 31,881,515

Item # I-5

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	February 10, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-14	
AGENDA TITLE	**Subsurface Investigation and Geotechnical Report Services**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Mike Shook, Deputy Director of Electric Utilities	
FISCAL INFORMATION	Cost as recommended:	$29,650 (Not To Exceed)
	Budget Line Item:	800-5-030-862
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Execute an agreement for Geotechnical Services for proposed New Generation Site.	
BACKGROUND	The Electric Utility issued a public Request for Proposal to provide a subsurface investigation and laboratory testing, including prepare a Subsurface and Geotechnical Report for the proposed generation site.	
SPECIAL NOTES	N/A	

ANALYSIS	The City received a total of 7 responses to provide the services as listed: • Olsson & Assoc. $44,707.50 • PEC $41,900.00 • PSI $39,906.00 • Geotechnology $39,000.00 • Kleinfelder $34,239.00 • GSI $29,650.00 Proposals were evaluated based upon responsiveness, experience, and cost by Burns & McDonnell project staff, and Utility staff.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends that the Mayor be authorized to enter into an agreement with GSI Engineering, LLC for Subsurface Investigation and Geotechnical Reporting Services for the Electric Utility at a cost not to exceed $29,650.00.
REFERENCE DOCUMENTS ATTACHED	Request for Proposals, including Addendums RFP Ranking/Evaluation GSI Engineering Proposal

RESOLUTION NO. R-15-14

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH GSI ENGINEERING, LLC IN an AMOUNT NOT TO EXCEED $29,650.00 FOR SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORTING SERVICES FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into an agreement with GSI Engineering, LLC in an amount not to exceed $29,650.00 for Subsurface Investigation and Geotechnical Reporting services for the City of Coffeyville Electric Utility.

ADOPTED THIS 10th DAY OF February, 2015.

____

James Falkner, Mayor

ATTEST:

____

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____

Paul Kritz, City Attorney

PROFEFFESIONAL SERVICES AGREEMENT – SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

This AGREEMENT is made as of February 10, 2015, by and between Coffeyville Municipal Light & Power (hereinafter called OWNER) and (hereinafter called CONSULTANT).

SECTION 1 - RELATIONSHIP OF PARTIES

1.1 The CONSULTANT is an independent contractor responsible for the methods and means used in performing its Services under this AGREEMENT and is neither an employee nor agent of the OWNER.

1.2 CONSULTANT represents that it is duly qualified, registered, and licensed to do business and to provide the professional services required under this AGREEMENT in the State in which the Project is located.

1.3 CONSULTANT shall comply with all local, state, and federal laws, rules, and regulations applicable to the Project and to CONSULTANT's Services.

1.4 CONSULTANT authorized representative and key personnel assigned to the Project shall not be changed without written notice to, and consent of, OWNER, which consent shall not unreasonably be withheld. Replacements shall be submitted for approval within five (5) calendar days of notification of replacement.

1.5 OWNER may request and CONSULTANT agrees to the removal from the Project of any CONSULTANT's personnel who consistently, in the sole opinion of OWNER, exhibit an unsafe or unprofessional behavior or attitude, or who in OWNER's sole opinion performs in a deficient way.

SECTION 2 - SCOPE OF SERVICES

2.1 Except as set forth herein, the CONSULTANT shall not provide any services for OWNER under this Agreement for any other part of the Project.

2.2 The CONSULTANT shall perform its Services in character, sequence, and timing so that it will be coordinated with that of the OWNER and in accordance with any schedules provided by the OWNER.

2.3 The CONSULTANT shall furnish all labor, equipment, tools, and supplies and do all Services necessary to complete the Services required.

2.4 The Services to be provided by the CONSULTANT shall be consistent with the requirements of the Technical Guidelines as stated in the attached **EXHIBIT 1**.

2.5 CONSULTANT shall not perform any extra work or Additional Services, nor incur any additional reimbursable expenses beyond that which is authorized in this AGREEMENT without the prior written approval of the OWNER. Any such extra work, Additional Services or expenses incurred by CONSULTANT without OWNER's written approval shall not be chargeable to the OWNER and are not reimbursable to the CONSULTANT.

2.6 CONSULTANT will provide its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of CONSULTANT's profession providing the same or similar services in the same geographic location at the time Services are provided.

2.7 Others will survey and stake the location of the proposed Project in the field. The CONSULTANT shall field locate the borings in plan and elevation from stakes provided. Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and locating and protecting existing utilities. The CONSULTANT should consult the OWNER and local agencies about the type and location of utilities.

The CONSULTANT shall locate the borings in plan from the coordinates provided. The use of GPS equipment is permissible, provided that the location accuracy is within two feet. Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and locating and protecting existing utilities. The CONSULTANT should consult the OWNER and local agencies about the type and location of utilities.

SECTION 3 – COMPENSATION

3.1 For providing the Services set forth herein, the OWNER will pay the CONSULTANT in the amounts set forth in the attached **EXHIBIT 2**, Schedule of Fees (CONSULTANT Proposal dated , 20). Total compensation to CONSULTANT shall not exceed Dollars ($) without prior written approval of OWNER.

3.2 Payment to CONSULTANT shall be made within 30 days after OWNER receives a timely, properly completed, undisputed request for payment according to terms of the contract, unless extenuating circumstances exist which would preclude approval of payment within 30 days. If such extenuating circumstances exist, then payment shall be made within 45 days after OWNER receives such payment request. OWNER may withhold, as retainage, ten percent (10%) of the amount of each request for payment.

3.3 Lien waivers, properly executed by CONSULTANT, shall be furnished with each invoice from CONSULTANT in the form of the lien waiver required by OWNER. The lien waivers to be signed are attached hereto and incorporated by reference herein in **EXHIBIT 3**.

3.4 OWNER may withhold payment to CONSULTANT, in whole or in part, to the extent reasonably necessary to protect OWNER from loss on account of: a) defective Services not remedied; b) claims by third party or evidence reasonably indicating the probable filing of claims; c) failure of CONSULTANT to make payments to any subconsultant; d) any cost for which CONSULTANT is responsible under this AGREEMENT; or e) a breach by CONSULTANT of any provision of this AGREEMENT. Fees otherwise due CONSULTANT may be offset by OWNER to cover claims OWNER has against CONSULTANT under this, or any other, AGREEMENT. When the grounds for withholding payments are removed, payment of such withheld amounts will be made. No interest shall be due or payable by OWNER on amounts withheld in good faith pursuant to this Paragraph.

3.6 Payment to CONSULTANT does not constitute or imply acceptance by OWNER of any portion of the CONSULTANT's Services and shall not constitute a waiver of any claims against CONSULTANT.

3.7 Notwithstanding and pending resolution of any dispute with respect to extra work, Additional Services or expenses, and without waiving any rights, the CONSULTANT shall proceed, upon written notice from OWNER with the performance of any extra work, Additional Services or expenses as directed by OWNER and agreed to by CONSULTANT.

3.8 Compensation for Additional Services or changes shall be negotiated on a lump sum basis, or hourly with a not-to-exceed cap utilizing the rates set forth in the attached **EXHIBIT 2**, Schedule of Fees.

SECTION 4 – TERMINATION AND SUSPENSION

4.1 Termination for Convenience. OWNER may terminate this AGREEMENT for its convenience upon three (3) days' written notice to CONSULTANT. In such event, CONSULTANT shall cease all Services upon receipt of notice, unless otherwise directed by ONWER. OWNER shall have no further liability to CONSULTANT after receipt of such notice except that CONSULTANT shall be compensated for all Services performed and expenses incurred prior to the effective date of termination in accordance with the provisions of SECTION 3 – COMPENSATION. There shall be no claim by CONSULTANT for any other damages including, but not limited to, lost profits., loss of business or any other lost revenue.

4.2 Termination for Cause. OWNER may terminate this AGREEMENT for Cause upon seven (7) days' written notice in the event of CONSULTANT's failure to perform any of its obligation(s) under this AGREEMENT or otherwise for negligent performance. In the event of a Termination for Cause, CONSULTANT shall be liable to OWNER for the costs incurred in completing the CONSULTANT's Scope of Services required by this AGREEMENT to the extent such costs exceed the remaining COMPENSATION otherwise due under SECTION 3.

4.3 In the event of a Termination for Cause, OWNER shall be entitled to utilize the boring logs, reports, drawings, designs, documents and data prepared or provided by CONSULTANT to date of termination, which shall be provided or prepared by CONSULTANT, including all work in progress, upon request, including any electronic media. Such information may be furnished to another consultant by OWNER for completion of the CONSULTANT's portion of the Project. CONSULTANT shall not be liable for the unauthorized modification or reuse of any successor consultant in the use of CONSULTANT's information.

4.4 If OWNER wrongfully exercises its right to terminate for Cause under this SECTION 4, as determined by a court of proper jurisdiction or by arbitration award, then such termination shall be deemed one for Convenience under Paragraph 4.1.

SECTION 5 - INSURANCE

5.1 The CONSULTANT shall maintain the following minimum insurance to protect against claims arising out of the Services performed under this AGREEMENT.

	Type of Coverage	Limits of Liability
5.1.1	Workers' Compensation	Statutory
	Employers' Liability	$1,000,000 per Accident
5.1.2	Commercial General Liability	
	Bodily Injury (including death)	$1,000,000 per Occurrence
	and Property Damage	$2,000,000 per Project Aggregate Limit

This policy shall be endorsed to include premises, operations, and contractual liability coverages and shall contain explosion, collapse, and underground hazards coverage.

5.1.3	Commercial Automobile Liability	
	Bodily Injury (including death)	$1,000,000 Combined
	and Property Damage	Single Limit per Accident

This policy shall include all vehicles used in connection with the AGREEMENT whether owned, unowned or hired.

5.2 Insurance certificates for policies providing the insurance specified in paragraphs 5.1.2, 5.1.3, and 5.1.5 above shall include OWNER and Burns & McDonnell Engineering Company, Inc. (hereinafter called the ENGINEER) as additional insureds. Certificates evidencing the coverage above shall be delivered to OWNER prior to performing any Services under this AGREEMENT. The CONSULTANT shall give OWNER no less than thirty (30) days' written notice if any insurer intends to cancel any policy of insurance mentioned in this Section 5.

SECTION 6 - INDEMNITY

6.1 To the fullest extent permitted by law, CONSULTANT shall, indemnify, defend and hold harmless OWNER and ENGINEER and their respective officers, directors, and employees from and against any claims, suits, damages, losses, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees and costs (hereinafter Claim), to the extent that they are based upon claims of negligent acts, errors, or omissions of CONSULTANT. CONSULTANT's defense obligation is limited to its proportionate liability for the related loss.

6.2 Without limiting the foregoing, the CONSULTANT's indemnity obligation shall include any Claim which:

> 6.2.1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and
>
> 6.2.2 Is caused in whole or in part by any act or omission of CONSULTANT or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

6.3 The CONSULTANT shall reimburse OWNER and/or ENGINEER for all expenses, including reasonable attorney's fees, paid or otherwise incurred to successfully enforce the provisions of this Section if the CONSULTANT or CONSULTANT'S insurer refuses to defend, indemnify, or hold OWNER and ENGINEER harmless as provided.

6.4 In the event any Services provided by CONSULTANT are determined by OWNER or ENGINEER to be deficient or defective, at OWNER or ENGINEER's sole option, CONSULTANT shall promptly correct or remedy any workmanship or re-perform the Services at CONSULTANT's sole cost and expense immediately upon receiving written notice from OWNER or ENGINEER. CONSULTANT agrees to be responsible for any damage caused thereby.

SECTION 7 - SAFETY

7.1 CONSULTANT shall be solely responsible for the safety and protection of its persons and property at the Project Site and shall comply with all applicable federal, state, and local safety laws and regulations.

7.2 CONSULTANT shall take necessary safety precautions with respect to performance of the Services, shall comply with safety measures initiated by OWNER and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property and with the requirements of the OWNER's operations and safety procedures.

7.3 Verbal notification shall immediately be provided to OWNER of any workplace near miss, incident, accident, injury, illness, death, or related hospitalization of CONSULTANT's employees or agents at the Site of the Project, and a written report shall be made to OWNER within twenty-four (24) hours of the occurrence.

7.4 If required by ENGINEER or OWNER, based upon current activities at the site, all CONSULTANT employees shall attend ENGINEER or OWNER project orientation training prior to the employees being allowed to work on the Site. In addition, CONSULTANT shall conduct weekly safety training (e.g., toolbox meeting) with its employees.

7.5 CONSULTANT shall submit the Competent Person Designation Form (if required by applicable law), located in the Project Safety and Health Program to OWNER prior to the start of Services.

7.6 CONSULTANT shall immediately correct any unsafe conditions. In the event CONSULTANT fails to immediately correct such unsafe conditions, OWNER may either (1) have the unsafe conditions corrected by others at CONSULTANT's expense, or (2) direct that the Services be stopped in the area of the unsafe condition; however, this right to stop the Services shall not give rise to any duty to CONSULTANT or to any third party on the part of OWNER to exercise this right.

7.7 CONSULTANT is required to discipline employees who violate established rules and regulations of the Project.

7.8 CONSULTANT shall comply with any permitting required by OWNER.

7.9 The following are the minimum Personal Protective Equipment (PPE) requirements for all personnel on the Project Site, and shall be enforced by CONSULTANT:

(a) Safety Glasses ANSI Z-87.1;
(b) Safety Toe work boots that satisfy ASTM F2413-05 Standard Requirements for Protective Footwear or ANSI Z41-1999;
(c) Hard Hat;
(d) Shirt with 4-inch minimum sleeves;
(e) Long Pants (no shorts).

7.10 OWNER shall not be liable for any damages experienced by CONSULTANT due to stoppage of CONSULTANT's Services. CONSULTANT shall submit no claim for increased costs or extension of time due to any such stoppage of Services. In the event the Project Site, or any portion of the Services at the Project Site, is stopped or suspended by OWNER, any outside agency, to the extent caused by any act, error, or omission of CONSULTANT or its subconsultants, including, but not limited to, those activities related to safety or health, CONSULTANT shall be responsible for all impact costs and damages suffered by ENGINEER or OWNER due to such delay or disruption.

SECTION 8 – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

8.1 CONSULTANT shall retain the ownership and copyrights in and to its designs, drawings, specifications and instruments of service. However, the CONSULTANT grants to OWNER and ENGINEER an irrevocable license to utilize CONSULTANT's designs, drawings, boring logs, reports, photographs, samples, specifications and other instruments of service for this Project, including the completion of this Project following any termination of this AGREEMENT by either party, for any reason.

8.2 CONSULTANT agrees to indemnify, defend and hold harmless ENGINEER and OWNER, their respective agents, officers, employees, or representatives, from all costs, expenses, or damages arising out of any claim of infringement of patents, copyright, or trade secret with respect to any designs, drawings, specifications, and other instruments of service furnished by CONSULTANT.

8.3 The CONSULTANT shall not reuse any designs, drawings, specifications, and other instruments of service furnished by OWNER for any other project or purpose unless authorized by OWNER in writing.

8.4 OWNER and ENGINEER shall have the right to use the boring logs, reports, documents, maps, photographs, drawings, specifications, and samples resulting from CONSULTANT efforts on the Project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials, including portions of samples, and shall have the right to use the same for any purpose directly related to the Project, unless such use would be expected to cause harm to OWNER or ENGINEER.

8.5 CONSULTANT shall maintain for OWNER all such materials mentioned in the preceding paragraph (excluding samples) for a period of no less than three (3) years after final completion of CONSULTANT's Services.

SECTION 9 - MISCELLANEOUS

9.1 This AGREEMENT shall inure to the benefit and be binding upon the successors and assigns of the respective parties hereto, provided, however that neither party shall assign, in whole or in part, its interest under this AGREEMENT without the prior written consent of the other party and specifically, CONSULTANT shall not subcontract any portion of the Services hereunder without such consent.

9.2 This AGREEMENT shall be governed by the laws of the State of Kansas.

9.3 Without invalidating this AGREEMENT, OWNER may order changes in the Services consisting of additions, deletions, or modifications. Any changes in the Contract Price resulting from such changes will be determined in accordance with SECTION 3 - COMPENSATION or, if not applicable, then by mutual AGREEMENT.

9.4 If any of the provisions of this AGREEMENT are determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

9.5 This AGREEMENT represents the entire and integrated agreement between CONSULTANT and OWNER as to the Scope of Services herein, and supersedes all prior negotiations, representations, or agreements, either written or oral relative to the Scope of Services described herein.

SECTION 10 – SCHEDULE OF WORK

10.1 TIME IS OF THE ESSENCE. CONSULTANT acknowledges that the time for performance of the Work set forth herein is of the essence of this AGREEMENT, and CONSULTANT agrees to see to the performance of the Work, including the Work performed by any sub-contractors or sub-consultants so that the entire Project may be completed in accordance with the Contract Documents and the Schedule of Work.

10.2 LIQUIDATED DAMAGES. If CONSULTANT fails to provide OWNER with deliverables in accordance with the Guaranteed Dates provided in Paragraph 10.3, the parties agree that the OWNER would be damaged. As it would be almost impossible to ascertain the actual damages precisely, CONSULTANT agrees to pay Liquidated Damages in the amounts listed herein. Any sums payable under this Article are in the nature of Liquidated Damages and not a penalty. Liquidated Damages may be deducted first from the remaining AGREEMENT balance, but CONSULTANT (and its surety, if any) remains responsible for all such damages. The assessment of any Liquidated Damages against CONSULTANT under this Section 10 shall not limit or restrict OWNER's rights and remedies against CONSULTANT to recover damages suffered by OWNER as a result of any breach or delay caused by CONSULTANT.

10.3 GUARANTEED DATES.

DELIVERABLE	GUARANTEED DATE	LIQUIDATED DAMAGES
Preliminary Geotechnical Report	31 calendar days following effective date of this AGREEMENT	$250 per calendar day
Final Geotechnical Report	42 calendar days following effective date of this AGREEMENT	$500 per calendar day

SECTION 11 - DISPUTE RESOLUTION

11.1 Except as provided in Paragraph 11.6, if a dispute arises out of or relates to this AGREEMENT or its breach, the Parties shall endeavor to settle the dispute first through direct discussions of their authorized representatives. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. The location of the mediation shall be Coffeyville, Kansas, unless another location is mutually agreed to in writing. The Parties agree to conclude such mediation within ninety (90) days of filing the request, unless otherwise agreed to in writing. Mediation may include third parties who agree to participate, in writing. The Parties agree to share the mediator's fee and any filing fees equally, but each party shall bear its own attorney's fees.

11.2 Except as provided in Paragraph 11.6, all claims, disputes, and matters in question between the Parties hereto arising from, or relating to, this AGREEMENT or the breach thereof not resolved pursuant to Paragraph 11.1 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., to the exclusion of inconsistent state laws.

11.3 The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute, or other matter in question has been given, and in no event shall it be made after the date when institution of proceedings based on such claim would be barred by the applicable statute of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction.

11.4 To the extent not prohibited by the PRIME CONTRACT, the claims and disputes of OWNER, ENGINEER, CONSULTANT, and other persons or entities involving a common question of fact or law shall be heard by the same arbitrator(s) in a single consolidated proceeding.

11.5 Except as provided in Paragraph 11.6, or where prohibited by law, venue for any lawsuit or arbitration concerning this AGREEMENT shall be in Coffeyville, Kansas except to the extent that any such dispute is consolidated into an existing lawsuit or arbitration in another location by mutual agreement of the Parties or by court order.

11.6 If the claim or dispute involves the OWNER or a lawsuit filed by a third party who is not obligated to arbitrate with the ENGINEER, then the Parties agree to resolve their dispute in the venue and forum required by the PRIME CONTRACT or jurisdiction in which such third party action is properly filed, and CONSULTANT consents to such venue and jurisdiction.

11.7 CONSULTANT shall carry on the performance of its Services pending resolution of any claim, dispute, mediation, arbitration, or litigation and, if so, OWNER shall continue to make payments in accordance with this AGREEMENT, except for the disputed amount, which may be withheld pending final resolution.

11.8 The prevailing party in any arbitration or litigation between CONSULTANT and OWNER shall be entitled to recover its attorney's fees. For purposes of this paragraph, a party "prevails" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

11.9 CONSULTANT agrees to comply with any and all legal holds as issued by OWNER's Legal Department. A legal hold notice suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. OWNER's Legal Department shall determine and identify what types of records, documents, or data are subject to legal hold. CONSULTANT agrees to preserve and protect the specified records, documents, or data in accordance with instructions in the legal hold notice. A legal hold remains effective until it is released in writing by OWNER's Legal Department. If CONSULTANT is uncertain whether specific records, documents, or data is subject to a legal hold, those records, documents, or data should be preserved and protected until such time ENGINEER's Legal Department can confirm their relevancy. In the event records, documents, or data placed on legal hold are required for review by ENGINEER's Legal

Department, CONSULTANT will work diligently to export all relevant records, documents, or data in a form that is reasonably reviewable.

SECTION 12 – EXHIBITS AND OTHER CONTRACT DOCUMENTS

12.1 The following exhibits are attached hereto or incorporated herein by reference. In either event, such documents are made a part of this AGREEMENT as if fully set out at this point.

EXHIBIT 1 Technical Guidelines;
EXHIBIT 2 Schedule of Fees;
EXHIBIT 3 Lien Waiver Forms;

SECTION 13 – ADDITIONAL PROVISIONS

13.1

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

CONSULTANT:		**OWNER: City of Coffeyville, KS**	
By:	______________________________	By:	______________________________
Name:	______________________________	Name:	James Falkner
Title:	______________________________	Title:	Mayor

DOCUMENT 009100 - ADDENDUM NO. 1

Issued to all Bidders:

Date: January 16, 2015

Contract Name: Reciprocating Engine Power Plant Subsurface Investigation and Geotechnical Report

This addendum forms a part of the Bid described above. The original Bidding documents and any prior addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this addendum by affixing signature below, by noting this addendum on Bidder's Bid Form, and by attaching this addendum to the Bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: ___________________________

By: ______________________________

Date: _____________________________

THE BID DUE DATE IS HEREBY REVISED SUCH THAT BIDS ARE DUE NOT LATER THAN 2:00 P.M. (CST) ON JANUARY 28, 2015.

BIDDER QUESTIONS AND ANSWERS:

See the document included with this addendum “81799_C9050_Bidders Correspondence Log”.

City of Coffeyville

Issued for: Addendum 1
Issue Date: 1/16/2015
Revision: 0

C9050 - Subsurface Investigation & Geotechnical Report
Bidder's Correspondence Log

Item	Category	Date Rcv'd	RFP Section	Technical Exception, Clarification or Question	Resp. Initials	COC Response	Response Date	Bidder Reply	Response Date	COC Response	Response Date
1	Question	15-Jan-2015		Do you have a site plan/coordinates for the site, sizes and buildings location?	TS	Site Plan will be provided after award. Benchmarks will be provided along with relative coordinates to those benchmarks. The total area of the project Site is approximately 750 ft x 750 ft	16-Jan-2015				
2	Question	15-Jan-2015		Will the borings be located in the field by a surveyor, if not, do you have GPS coordinates for them, if not, can you provide a site plan with approximate locations of these borings so we may use it to locate the borings in the field using GPS coordinates.	TS	Upon award, a site plan with coordinates relative to benchmarks will be provided. Borings locations will not be staked. Boring locations to be located by Geotechnical contractor.	16-Jan-2015				
3	Question	15-Jan-2015		Cores: Do you want the cores to be stored in wooden boxes or carton boxes, the ASTM standard dose not determine this and your RFP did not clarify it either. Carton boxes are much cheaper than wooden boxes.	PB	Wooden boxes are not required, cartons will suffice.	16-Jan-2015				
4	Question	15-Jan-2015		Pavement design: will you provide us with the anticipated traffic load? Are you interested in asphaltic concrete pavement or concrete pavements?	TS	Anticipated traffic loading will be provided upon award. Assume recommendations for both types of pavement will be required.	16-Jan-2015				
5	Question	15-Jan-2015		The site plan might clarify this info, but, is this a new site or an addition to an existing facility? If this is an addition, then who will be locating private utilities?	TS, CG	There is existing building/facility on the Site however, the new power generation facility will be a stand alone structure not connected to the existing facility. Geotechnical contractor is responsible for locating all existing utilities prior to breaking ground.	16-Jan-2015				
6	Question	15-Jan-2015		If this is a new site (farm land) we assume that you will provide contact information with the landowners to assist in our access to the site.	CG	Land owner assistance will be provided for adequate access.	16-Jan-2015				
7	Question	15-Jan-2015	RFP - Section VII	Can we issue the proposal in an email form or it will only be accepted if it was mailed to the owners	JK	Fax or email bids will not be accepted. Refer to Section VII of the Bidding documents for submission requirements.	16-Jan-2015				

DOCUMENT 009100 - ADDENDUM NO. 2

Issued to all Bidders:

Date: January 21, 2015

Contract Name: Reciprocating Engine Power Plant Subsurface Investigation and Geotechnical Report

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Each Bidder shall acknowledge receipt of this addendum by affixing signature below, by noting this addendum on Bidder's Bid Form, and by attaching this addendum to the Bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: ___________________________

By: ______________________________

Date: _____________________________

THE FOLLOWING DOCUMENTS ENCLOSED WITH THIS ADDENDUM ARE HEREBY MADE A PART OF THE CONTRACT BIDDING DOCUMENTS:

1. PROFEFFESIONAL SERVICES AGREEMENT – SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

PROFEFFESIONAL SERVICES AGREEMENT – SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

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1.2 CONSULTANT represents that it is duly qualified, registered, and licensed to do business and to provide the professional services required under this AGREEMENT in the State in which the Project is located.

1.3 CONSULTANT shall comply with all local, state, and federal laws, rules, and regulations applicable to the Project and to CONSULTANT's Services.

1.4 CONSULTANT authorized representative and key personnel assigned to the Project shall not be changed without written notice to, and consent of, OWNER, which consent shall not unreasonably be withheld. Replacements shall be submitted for approval within five (5) calendar days of notification of replacement.

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The CONSULTANT shall locate the borings in plan from the coordinates provided. The use of GPS equipment is permissible, provided that the location accuracy is within two feet. Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and locating and protecting existing utilities. The CONSULTANT should consult the OWNER and local agencies about the type and location of utilities.

SECTION 3 – COMPENSATION

3.1 For providing the Services set forth herein, the OWNER will pay the CONSULTANT in the amounts set forth in the attached **EXHIBIT 2**, Schedule of Fees (CONSULTANT Proposal dated , 20). Total compensation to CONSULTANT shall not exceed Dollars ($) without prior written approval of OWNER.

3.2 Payment to CONSULTANT shall be made within 30 days after OWNER receives a timely, properly completed, undisputed request for payment according to terms of the contract, unless extenuating circumstances exist which would preclude approval of payment within 30 days. If such extenuating circumstances exist, then payment shall be made within 45 days after OWNER receives such payment request. OWNER may withhold, as retainage, ten percent (10%) of the amount of each request for payment.

3.3 Lien waivers, properly executed by CONSULTANT, shall be furnished with each invoice from CONSULTANT in the form of the lien waiver required by OWNER. The lien waivers to be signed are attached hereto and incorporated by reference herein in **EXHIBIT 3**.

3.4 OWNER may withhold payment to CONSULTANT, in whole or in part, to the extent reasonably necessary to protect OWNER from loss on account of: a) defective Services not remedied; b) claims by third party or evidence reasonably indicating the probable filing of claims; c) failure of CONSULTANT to make payments to any subconsultant; d) any cost for which CONSULTANT is responsible under this AGREEMENT; or e) a breach by CONSULTANT of any provision of this AGREEMENT. Fees otherwise due CONSULTANT may be offset by OWNER to cover claims OWNER has against CONSULTANT under this, or any other, AGREEMENT. When the grounds for withholding payments are removed, payment of such withheld amounts will be made. No interest shall be due or payable by OWNER on amounts withheld in good faith pursuant to this Paragraph.

3.6 Payment to CONSULTANT does not constitute or imply acceptance by OWNER of any portion of the CONSULTANT's Services and shall not constitute a waiver of any claims against CONSULTANT.

3.7 Notwithstanding and pending resolution of any dispute with respect to extra work, Additional Services or expenses, and without waiving any rights, the CONSULTANT shall proceed, upon written notice from OWNER with the performance of any extra work, Additional Services or expenses as directed by OWNER and agreed to by CONSULTANT.

3.8 Compensation for Additional Services or changes shall be negotiated on a lump sum basis, or hourly with a not-to-exceed cap utilizing the rates set forth in the attached **EXHIBIT 2**, Schedule of Fees.

SECTION 4 – TERMINATION AND SUSPENSION

4.1 Termination for Convenience. OWNER may terminate this AGREEMENT for its convenience upon three (3) days' written notice to CONSULTANT. In such event, CONSULTANT shall cease all Services upon receipt of notice, unless otherwise directed by ONWER. OWNER shall have no further liability to CONSULTANT after receipt of such notice except that CONSULTANT shall be compensated for all Services performed and expenses incurred prior to the effective date of termination in accordance with the provisions of SECTION 3 – COMPENSATION. There shall be no claim by CONSULTANT for any other damages including, but not limited to, lost profits., loss of business or any other lost revenue.

4.2 Termination for Cause. OWNER may terminate this AGREEMENT for Cause upon seven (7) days' written notice in the event of CONSULTANT's failure to perform any of its obligation(s) under this AGREEMENT or otherwise for negligent performance. In the event of a Termination for Cause, CONSULTANT shall be liable to OWNER for the costs incurred in completing the CONSULTANT's Scope of Services required by this AGREEMENT to the extent such costs exceed the remaining COMPENSATION otherwise due under SECTION 3.

4.3 In the event of a Termination for Cause, OWNER shall be entitled to utilize the boring logs, reports, drawings, designs, documents and data prepared or provided by CONSULTANT to date of termination, which shall be provided or prepared by CONSULTANT, including all work in progress, upon request, including any electronic media. Such information may be furnished to another consultant by OWNER for completion of the CONSULTANT's portion of the Project. CONSULTANT shall not be liable for the unauthorized modification or reuse of any successor consultant in the use of CONSULTANT's information.

4.4 If OWNER wrongfully exercises its right to terminate for Cause under this SECTION 4, as determined by a court of proper jurisdiction or by arbitration award, then such termination shall be deemed one for Convenience under Paragraph 4.1.

SECTION 5 - INSURANCE

5.1 The CONSULTANT shall maintain the following minimum insurance to protect against claims arising out of the Services performed under this AGREEMENT.

	Type of Coverage	Limits of Liability
5.1.1	Workers' Compensation	Statutory
	Employers' Liability	$1,000,000 per Accident
5.1.2	Commercial General Liability	
	Bodily Injury (including death)	$1,000,000 per Occurrence
	and Property Damage	$2,000,000 per Project Aggregate Limit

This policy shall be endorsed to include premises, operations, and contractual liability coverages and shall contain explosion, collapse, and underground hazards coverage.

5.1.3	Commercial Automobile Liability	
	Bodily Injury (including death)	$1,000,000 Combined
	and Property Damage	Single Limit per Accident

This policy shall include all vehicles used in connection with the AGREEMENT whether owned, unowned or hired.

5.2 Insurance certificates for policies providing the insurance specified in paragraphs 5.1.2, 5.1.3, and 5.1.5 above shall include OWNER and Burns & McDonnell Engineering Company, Inc. (hereinafter called the ENGINEER) as additional insureds. Certificates evidencing the coverage above shall be delivered to OWNER prior to performing any Services under this AGREEMENT. The CONSULTANT shall give OWNER no less than thirty (30) days' written notice if any insurer intends to cancel any policy of insurance mentioned in this Section 5.

SECTION 6 - INDEMNITY

6.1 To the fullest extent permitted by law, CONSULTANT shall, indemnify, defend and hold harmless OWNER and ENGINEER and their respective officers, directors, and employees from and against any claims, suits, damages, losses, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees and costs (hereinafter Claim), to the extent that they are based upon claims of negligent acts, errors, or omissions of CONSULTANT. CONSULTANT’s defense obligation is limited to its proportionate liability for the related loss.

6.2 Without limiting the foregoing, the CONSULTANT’s indemnity obligation shall include any Claim which:

6.2.1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and

6.2.2 Is caused in whole or in part by any act or omission of CONSULTANT or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

6.3 The CONSULTANT shall reimburse OWNER and/or ENGINEER for all expenses, including reasonable attorney's fees, paid or otherwise incurred to successfully enforce the provisions of this Section if the CONSULTANT or CONSULTANT'S insurer refuses to defend, indemnify, or hold OWNER and ENGINEER harmless as provided.

6.4 In the event any Services provided by CONSULTANT are determined by OWNER or ENGINEER to be deficient or defective, at OWNER or ENGINEER’s sole option, CONSULTANT shall promptly correct or remedy any workmanship or re-perform the Services at CONSULTANT’s sole cost and expense immediately upon receiving written notice from OWNER or ENGINEER. CONSULTANT agrees to be responsible for any damage caused thereby.

SECTION 7 - SAFETY

7.1 CONSULTANT shall be solely responsible for the safety and protection of its persons and property at the Project Site and shall comply with all applicable federal, state, and local safety laws and regulations.

7.2 CONSULTANT shall take necessary safety precautions with respect to performance of the Services, shall comply with safety measures initiated by OWNER and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property and with the requirements of the OWNER’s operations and safety procedures.

7.3 Verbal notification shall immediately be provided to OWNER of any workplace near miss, incident, accident, injury, illness, death, or related hospitalization of CONSULTANT’s employees or agents at the Site of the Project, and a written report shall be made to OWNER within twenty-four (24) hours of the occurrence.

7.4 If required by ENGINEER or OWNER, based upon current activities at the site, all CONSULTANT employees shall attend ENGINEER or OWNER project orientation training prior to the employees being allowed to work on the Site. In addition, CONSULTANT shall conduct weekly safety training (e.g., toolbox meeting) with its employees.

7.5 CONSULTANT shall submit the Competent Person Designation Form (if required by applicable law), located in the Project Safety and Health Program to OWNER prior to the start of Services.

7.6 CONSULTANT shall immediately correct any unsafe conditions. In the event CONSULTANT fails to immediately correct such unsafe conditions, OWNER may either (1) have the unsafe conditions corrected by others at CONSULTANT's expense, or (2) direct that the Services be stopped in the area of the unsafe condition; however, this right to stop the Services shall not give rise to any duty to CONSULTANT or to any third party on the part of OWNER to exercise this right.

7.7 CONSULTANT is required to discipline employees who violate established rules and regulations of the Project.

7.8 CONSULTANT shall comply with any permitting required by OWNER.

7.9 The following are the minimum Personal Protective Equipment (PPE) requirements for all personnel on the Project Site, and shall be enforced by CONSULTANT:

(a) Safety Glasses ANSI Z-87.1;
(b) Safety Toe work boots that satisfy ASTM F2413-05 Standard Requirements for Protective Footwear or ANSI Z41-1999;
(c) Hard Hat;
(d) Shirt with 4-inch minimum sleeves;
(e) Long Pants (no shorts).

7.10 OWNER shall not be liable for any damages experienced by CONSULTANT due to stoppage of CONSULTANT's Services. CONSULTANT shall submit no claim for increased costs or extension of time due to any such stoppage of Services. In the event the Project Site, or any portion of the Services at the Project Site, is stopped or suspended by OWNER, any outside agency, to the extent caused by any act, error, or omission of CONSULTANT or its subconsultants, including, but not limited to, those activities related to safety or health, CONSULTANT shall be responsible for all impact costs and damages suffered by ENGINEER or OWNER due to such delay or disruption.

SECTION 8 – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

8.1 CONSULTANT shall retain the ownership and copyrights in and to its designs, drawings, specifications and instruments of service. However, the CONSULTANT grants to OWNER and ENGINEER an irrevocable license to utilize CONSULTANT's designs, drawings, boring logs, reports, photographs, samples, specifications and other instruments of service for this Project, including the completion of this Project following any termination of this AGREEMENT by either party, for any reason.

8.2 CONSULTANT agrees to indemnify, defend and hold harmless ENGINEER and OWNER, their respective agents, officers, employees, or representatives, from all costs, expenses, or damages arising out of any claim of infringement of patents, copyright, or trade secret with respect to any designs, drawings, specifications, and other instruments of service furnished by CONSULTANT.

8.3 The CONSULTANT shall not reuse any designs, drawings, specifications, and other instruments of service furnished by OWNER for any other project or purpose unless authorized by OWNER in writing.

8.4 OWNER and ENGINEER shall have the right to use the boring logs, reports, documents, maps, photographs, drawings, specifications, and samples resulting from CONSULTANT efforts on the Project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials, including portions of samples, and shall have the right to use the same for any purpose directly related to the Project, unless such use would be expected to cause harm to OWNER or ENGINEER.

8.5 CONSULTANT shall maintain for OWNER all such materials mentioned in the preceding paragraph (excluding samples) for a period of no less than three (3) years after final completion of CONSULTANT's Services.

SECTION 9 - MISCELLANEOUS

9.1 This AGREEMENT shall inure to the benefit and be binding upon the successors and assigns of the respective parties hereto, provided, however that neither party shall assign, in whole or in part, its interest under this AGREEMENT without the prior written consent of the other party and specifically, CONSULTANT shall not subcontract any portion of the Services hereunder without such consent.

9.2 This AGREEMENT shall be governed by the laws of the State of Kansas.

9.3 Without invalidating this AGREEMENT, OWNER may order changes in the Services consisting of additions, deletions, or modifications. Any changes in the Contract Price resulting from such changes will be determined in accordance with SECTION 3 - COMPENSATION or, if not applicable, then by mutual AGREEMENT.

9.4 If any of the provisions of this AGREEMENT are determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

9.5 This AGREEMENT represents the entire and integrated agreement between CONSULTANT and OWNER as to the Scope of Services herein, and supersedes all prior negotiations, representations, or agreements, either written or oral relative to the Scope of Services described herein.

SECTION 10 – SCHEDULE OF WORK

10.1 TIME IS OF THE ESSENCE. CONSULTANT acknowledges that the time for performance of the Work set forth herein is of the essence of this AGREEMENT, and CONSULTANT agrees to see to the performance of the Work, including the Work performed by any sub-contractors or sub-consultants so that the entire Project may be completed in accordance with the Contract Documents and the Schedule of Work.

10.2 LIQUIDATED DAMAGES. If CONSULTANT fails to provide OWNER with deliverables in accordance with the Guaranteed Dates provided in Paragraph 10.3, the parties agree that the OWNER would be damaged. As it would be almost impossible to ascertain the actual damages precisely, CONSULTANT agrees to pay Liquidated Damages in the amounts listed herein. Any sums payable under this Article are in the nature of Liquidated Damages and not a penalty. Liquidated Damages may be deducted first from the remaining AGREEMENT balance, but CONSULTANT (and its surety, if any) remains responsible for all such damages. The assessment of any Liquidated Damages against CONSULTANT under this Section 10 shall not limit or restrict OWNER's rights and remedies against CONSULTANT to recover damages suffered by OWNER as a result of any breach or delay caused by CONSULTANT.

10.3 GUARANTEED DATES.

DELIVERABLE	GUARANTEED DATE	LIQUIDATED DAMAGES
Preliminary Geotechnical Report	31 calendar days following effective date of this AGREEMENT	$250 per calendar day
Final Geotechnical Report	42 calendar days following effective date of this AGREEMENT	$500 per calendar day

SECTION 11 - DISPUTE RESOLUTION

11.1 Except as provided in Paragraph 11.6, if a dispute arises out of or relates to this AGREEMENT or its breach, the Parties shall endeavor to settle the dispute first through direct discussions of their authorized representatives. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. The location of the mediation shall be Coffeyville, Kansas, unless another location is mutually agreed to in writing. The Parties agree to conclude such mediation within ninety (90) days of filing the request, unless otherwise agreed to in writing. Mediation may include third parties who agree to participate, in writing. The Parties agree to share the mediator's fee and any filing fees equally, but each party shall bear its own attorney's fees.

11.2 Except as provided in Paragraph 11.6, all claims, disputes, and matters in question between the Parties hereto arising from, or relating to, this AGREEMENT or the breach thereof not resolved pursuant to Paragraph 11.1 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., to the exclusion of inconsistent state laws.

11.3 The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute, or other matter in question has been given, and in no event shall it be made after the date when institution of proceedings based on such claim would be barred by the applicable statute of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction.

11.4 To the extent not prohibited by the PRIME CONTRACT, the claims and disputes of OWNER, ENGINEER, CONSULTANT, and other persons or entities involving a common question of fact or law shall be heard by the same arbitrator(s) in a single consolidated proceeding.

11.5 Except as provided in Paragraph 11.6, or where prohibited by law, venue for any lawsuit or arbitration concerning this AGREEMENT shall be in Coffeyville, Kansas except to the extent that any such dispute is consolidated into an existing lawsuit or arbitration in another location by mutual agreement of the Parties or by court order.

11.6 If the claim or dispute involves the OWNER or a lawsuit filed by a third party who is not obligated to arbitrate with the ENGINEER, then the Parties agree to resolve their dispute in the venue and forum required by the PRIME CONTRACT or jurisdiction in which such third party action is properly filed, and CONSULTANT consents to such venue and jurisdiction.

11.7 CONSULTANT shall carry on the performance of its Services pending resolution of any claim, dispute, mediation, arbitration, or litigation and, if so, OWNER shall continue to make payments in accordance with this AGREEMENT, except for the disputed amount, which may be withheld pending final resolution.

11.8 The prevailing party in any arbitration or litigation between CONSULTANT and OWNER shall be entitled to recover its attorney's fees. For purposes of this paragraph, a party "prevails" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

11.9 CONSULTANT agrees to comply with any and all legal holds as issued by OWNER's Legal Department. A legal hold notice suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. OWNER's Legal Department shall determine and identify what types of records, documents, or data are subject to legal hold. CONSULTANT agrees to preserve and protect the specified records, documents, or data in accordance with instructions in the legal hold notice. A legal hold remains effective until it is released in writing by OWNER's Legal Department. If CONSULTANT is uncertain whether specific records, documents, or data is subject to a legal hold, those records, documents, or data should be preserved and protected until such time ENGINEER's Legal Department can confirm their relevancy. In the event records, documents, or data placed on legal hold are required for review by ENGINEER's Legal

Department, CONSULTANT will work diligently to export all relevant records, documents, or data in a form that is reasonably reviewable.

SECTION 12 – EXHIBITS AND OTHER CONTRACT DOCUMENTS

12.1 The following exhibits are attached hereto or incorporated herein by reference. In either event, such documents are made a part of this AGREEMENT as if fully set out at this point.

EXHIBIT 1 Technical Guidelines;
EXHIBIT 2 Schedule of Fees;
EXHIBIT 3 Lien Waiver Forms;

SECTION 13 – ADDITIONAL PROVISIONS

13.1

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first written above.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

CONSULTANT:		**OWNER: City of Coffeyville, KS**	
By:	______________________	By:	______________________
Name:	______________________	Name:	______________________
Title:	______________________	Title:	______________________

From: David Edwards, P.E.
To: Mike Shook
Subject: Reciprocating Engine Power Plant - Geotechnical Investigation
Date: Friday, February 06, 2015 2:35:20 PM

Hi Mike.

The not to exceed value for the geotechnical engineering, which would include the environmental components (site health & Safety plan, health & safety monitoring, personal protective equipment, drumming soils, decontamination of equipment, etc.) would be $29,650.

-Dave

David Edwards, P.E.
Principal Engineer/Senior Vice President
GSI Engineering

Tel: 316.554.0725
Fax: 316.554.0744
Cell: 316.253.5387
Email: dedwards@gsinetwork.com
Web: www.gsinetwork.com
4503 E. 47th Street South
Wichita, Kansas 67210
Geotechnical Engineering . Environmental
Construction Materials Testing . Drilling

CITY OF COFFEYVILLE, KANSAS

REQUEST FOR PROPOSALS

FOR

RECIPROCATING ENGINE POWER PLANT: SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

City of Coffeyville
102 W. 7th Street
P.O. Box 1629
Coffeyville, KS 67337
Phone: 620-252-6128

TITLE-SIGNATURE PAGE
REQUEST FOR PROPOSALS

The City of Coffeyville, Kansas, invites you to submit a proposal to provide professional engineering services to complete a subsurface investigation and geotechnical report.

Four (4) SIGNED PROPOSALS

Plus one (1) unbound copy for a total of five (5) copies

MUST BE RECEIVED BY: 2:00 P.M. (CST) on January 21, 2015

PLEASE MARK YOUR SEALED PROPOSAL "Reciprocating Engine Power Plant: Subsurface Investigation and Geotechnical Report" AND SEND IT TO:

City of Coffeyville

Attention: Cindy Price, City Clerk
11 E.2nd St.
P.O. Box 1629
Coffeyville, KS 67337

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date Tax ID #
E-mail	Entity Type

Coffeyville, Kansas

Request for Proposals
For
Coffeyville Energy Center: Professional Subsurface Site Investigation Services

I. General Information

City of Coffeyville, Kansas

Located on Highway 169 in Southeast Kansas, Coffeyville originally served as a gateway to the Indian Territory now known as Oklahoma. Because of its location on the Verdigris River and proximity to Native American tribes, the City flourished and quickly became the largest city in the region. As a center for commerce, the city's commercial and residential areas blossomed. Glass manufacturing, brick making, paint manufacturing, and petroleum refining prospered, and large neighborhoods developed to provide workforce housing.

During the past few decades, the community has experienced a slow decline in population, much like the rest of the region. However, anchored by large employers such as Coffeyville Resources, John Deere, and Acme Foundry, the community is entering a period of economic resurgence. With a 2010 census population of 10,295, the community remains the largest in Montgomery County, and one of the largest in the region. A full-service community, Coffeyville provides residents, businesses, and visitors with police, fire, electric generation and distribution, water, sewer, stormwater, parks and public facilities, general aviation, streets, wireless internet, and community and economic development.

The City of Coffeyville Electric Utility began service in 1901. The Utility owns and operates electric generation with a capacity of 56 MW. This generation includes two (2) Steam Generation Units; 18 MW - 1956 Elliott Steam Turbine/Generator, 38 MW - 1971 General Electric Steam Turbine/Generator, and 2- 2 MW Baldor Diesel Power Generators.

Additional information regarding the City's services is available on the City's website at www.coffeyville.com.

II. Project Overview

The successful respondent will conduct a subsurface investigation and laboratory testing program and prepare a Subsurface Investigation and Geotechnical Report for submittal to the OWNER.

Anticipated Project Deliverables

1. Refer to Appendix A - Technical Guidelines for deliverables

III. Organization of the Proposal

Proposals should include responses to each of the following items. Please construct your proposal with responses in the same order as listed below to facilitate review and comparison by the review committee.

1. Outline your firm's experience in providing similar services as outlined in Section II and briefly summarize three representative projects that illustrate your experience.
2. Outline your firm's anticipated schedule for delivery.
3. Outline your firm's total cost for deliverables.

IV. Evaluation of Proposals

An evaluation committee comprised of Electric Utility staff and consultants will be used to evaluate the proposals. The committee will evaluate the proposals based on the following criteria:

1. Responsiveness: Quality and completeness of the response to the Request for Proposals. (10%)
2. Experience: Respondent's credentials and experience in providing similar services. (10%)
3. Cost: Total cost of services being provided. (80%)

The City of Coffeyville reserves the right to reject any or all bids and to waive any informalities or irregularities therein.

V. Interviews

1. Interviews are not anticipated at this time; however, the City may, at its option, request oral presentation prior to selection.

VI. Fees

1. Any and all fees shall be included in Respondent's proposal.

VII. Terms and Conditions

1. The City of Coffeyville reserves the right to reject any or all proposals, with no penalty to the City, or to award the contract to the next most qualified vendor if the successful respondent does not execute a contract within thirty (30) days after the award of the proposal.
2. The vendor must submit five (5) copies of each of its proposals to the City of Coffeyville not later than 2:00 P.M., January 21, 2015. The address and telephone number for proposal submission is:

   Attn: Cindy Price, City Clerk
   11 E. 2nd St.
   PO Box 1629
   Coffeyville, KS 67337
   (620) 252-6108

   Proposals should be in a sealed package, clearly marked "Reciprocating Engine Power Plant: Subsurface Investigation and Geotechnical Report" on the exterior of the package. Proposals received after the specified date and time, or unsealed or unmarked proposals, **WILL NOT BE CONSIDERED.**

   All proposals must be signed by a duly authorized individual. All proposals shall become the property of the City of Coffeyville and the City may, at its option, request oral presentation prior to selection; notification in writing will be given if such meetings are required.

3. Tim Sobieraj, Structural Engineer shall be the primary source of contact for your vendor during the Request for Proposals and selection process.

4. The City of Coffeyville reserves the right to request clarification of the information submitted and to request additional information of one or more respondents.

5. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in the proposal.

6. If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the City of Coffeyville shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least thirty (30) working days before the termination date. In this event, the vendor shall be entitled to just and equitable compensation for any satisfactory work completed.

7. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City of Coffeyville, and shall contain, as a minimum, applicable provisions of the Request for Proposals. The City reserves the right to reject any agreement that does not conform to the Request for Proposals and any City requirements for agreements and contracts.

8. The selected vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City of Coffeyville.

9. All data, documents and other information provided to the City of Coffeyville by the vendor as a result of this Request for Proposals shall become the property of the City and subject to its disposal.

10. All costs associated with the preparation of a proposal in response to the Request for Proposals shall be the responsibility of the vendor submitting the proposal.

11. Should the vendor merge or be purchased by another individual or firm, contract continuation would be at the City of Coffeyville's option.

12. The City of Coffeyville, being an equal opportunity employer, will not discriminate against any respondent because of race, color, religion, sex or national origin; any person or group which enters into a contract with the City of Coffeyville must agree to comply with any and all applicable federal and state laws regarding the prohibition of discrimination. All respondents, by placing a proposal, shall accept the affirmative duty to ascertain and comply with such laws.

VIII. Schedule of Events

The City of Coffeyville has developed the following schedule of events for selection:

RFP Schedule	Timing
Send out Request for Proposals	January 8, 2015
Receive proposals from vendors	January 21, 2015 (2:00 p.m. CST)
Select vendor	On or before January 23, 2015
Recommendation to City Commission (if needed)	January 27, 2015

All questions regarding this request for Proposal are to be directed to:

Tim Sobieraj	(630) 724-3274	tsobieraj@burnsmcd.com
Structural Engineer	Phone Number	E-Mail Address

APPENDIX A

TECHNICAL GUIDELINES
SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT
COFFEYVILLE RECIPROCATING ENGINE POWER PLANT
COFFEYVILLE, KANSAS

TECHNICAL GUIDELINES
SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT
COFFEYVILLE RECIPROCATING ENGINE POWER PLANT
COFFEYVILLE, KANSAS

1. SERVICES TO BE PROVIDED

In support of Burns & McDonnell's (ENGINEER) design efforts for a proposed natural gas fired power generating facility for (OWNER) City of Coffeyville in Coffeyville, Kansas, the Geotechnical Consultant (CONSULTANT) shall conduct a subsurface investigation and laboratory testing program and prepare a Subsurface Investigation and Geotechnical Report (Report) for submittal to the OWNER. The subsurface investigation and laboratory testing services are described in more detail later in these guidelines, but include:

a. Perform an exploration program and provide an experienced geotechnical engineer or geologist full-time to log the borings. Use of a driller and/or helper to log the borings, in lieu of a geotechnical engineer or geologist, shall not be permitted.

b. Perform eight field resistivity surveys at locations to be determined in the future.

c. Perform laboratory tests on soil and (if applicable) rock core samples obtained from the borings to evaluate pertinent engineering properties of materials encountered.

d. Prepare a Report containing a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, results of the field resistivity survey final boring logs with a boring location plan, and results of the laboratory testing program. The Report shall also contain geotechnical recommendations for the design and construction of foundations and earthwork for the proposed project.

2. PROPOSED DEVELOPMENT

The Project Site will be located in Coffeyville, Kansas. Structures are anticipated to consist of steel, clear span, moment framed, metal sided, pre-engineered buildings. Building columns and floors are currently anticipated to be supported on deep foundations. Equipment is expected to be founded on deep foundation supported mats. The transformers are also expected to be supported on deep foundations. The load summary table below outlines the structure types, anticipated foundation types, and estimated service loads.

Foundation elements are sensitive to post construction differential deflection; therefore, all foundations shall be limited to ½" differential deflection. The CONSULTANT's Report shall thoroughly address the potential impact of expansive, dispersive, and/or collapsing soils on the foundation performance and shall include recommendations for reducing the potential for vertical movement of foundations.

Load Summary Table			
Structure	***Anticipated Foundation Type***	***Direction of Loading***	***Estimated Loads Unfactored (Service Loads)***
Indoor Equipment	Deep Foundation Supported Mat	Downward	600-800 psf
Prefabricated Metal Building	Deep Foundations	Downward Uplift Shear	75 kips 30 kips 25 kips
Metal Building Floor Slab	Deep Foundation Supported Slab	Downward	1000 psf
Outdoor Equipment	Deep Foundations	Downward Uplift Shear	25 kips 30 kips 30 kips
Exhaust Stacks	Deep Foundation Supported Mat	Downward	2500 psf
Outdoor Equipment	Deep Foundations	Downward	1500 psf
Outdoor Ducts	Deep Foundations	Downward Uplift Shear	25 kips 30 kips 30 kips
Tank Containment	Deep Foundation Supported Mat	Downward	750-1000 psf
Oil Truck Spill Pit	Deep Foundation Supported Mat	Downward	1000 psf
Transformers	Deep Foundation Supported Mat	Downward	1000-1500 psf
Auxiliary Transformers	Deep Foundation Supported Mat	Downward	750-1000 psf

Load Summary Table Continued			
Structure	***Anticipated Foundation Type***	***Direction of Loading***	***Estimated Loads Unfactored (Service Loads)***
Auxiliary Equipment/ Pipe Supports	Deep Foundations	Downward Uplift Shear	5 kips 2 kips 2 kips
Masonry Walls	Stem Wall Strip Footing	Downward	2000 psf
Gas Equipment	Deep Foundation Supported Mat	Downward	400 psf

3. APPLICABLE STANDARDS

a. Drilling and logging of soil and rock types shall be performed as per the latest revision or supplement to the following ASTM Standards:

(1) D420 - Guide to Site Characterization for Engineering, Design and Construction Purposes.

(2) D653 - Terminology Relating to Soil, Rock and Contained Fluids.

(3) D1452 - Practice for Soil Investigation and Sampling by Auger Borings.

(4) D2113 - Practice for Rock Core Drilling and Sampling of Rock for Site Investigation.

(5) D2488 - Practice for Description and Identification of Soils (Visual-Manual Procedure).

(6) D3441 - Standard Test Method for Mechanical Cone Penetration Tests of Soil.

(7) D5778 - Standard Test Method for Electronic Friction Cone and Piezocone Penetration Testing of Soils.

b. Sampling shall be performed for all proposed activities in accordance with the latest revision or supplement to the following ASTM Standards:

(1) D1586 - Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils. (SPT)

(2) D1587 - Practice for Thin-Walled Tube Sampling of Soils for Geotechnical Purposes. (Shelby)

(3) D3550 - Practice for Thick Wall, Ring-Lined, Split Barrel, Drive Sampling of Soils.

(4) D4220 - Practices for Preserving and Transporting Soil Samples.

(5) D5434 - Standard Guide for Field Logging of Subsurface Explorations of Soil and Rock.

(6) D6151 - Standard Practice for Using Hollow-Stem Augers for Geotechnical Exploration and Soil Sampling.

c. Applicable field and laboratory tests for the project shall be the latest revision and supplement to the following ASTM Standards:

(1) D421 - Standard Practice for Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants.

(2) D422 - Standard Test Method for Particle-Size Analysis of Soils.

(3) D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN·m/m^3)).

(4) D854 - Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer.

(5) D1140 - Standard Test Method for Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve.

(6) D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN·m/m^3)).

(7) D1883 - Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils.

(8) D2166 - Standard Test Method for Unconfined Compressive Strength of Cohesive Soil.

(9) D2216 - Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.

(10) D2217 - Practice for Wet Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants.

(11) D2435 - Standard Test Methods for One-Dimensional Consolidation Properties of Soils Using Incremental Loading.

(12) D2487 - Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

(13) D2850 - Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils.

(14) D2938 - Unconfined Compressive Strength of Intact Rock Core Specimens.

(15) D3080 - Direct Shear Test of Soils Under Consolidated Drained Conditions.

(16) D4253 - Maximum Index Density of Soils Using a Vibratory Table.

(17) D4254 - Minimum Index Density of Soils and Calculation of Relative Density.

(18) D4318 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

(19) D4428 - Standard Test Methods for Crosshole Seismic Testing.

(20) D4543 - Preparing Rock Core Specimens and Determining Dimensional and Shape Tolerances.

(21) D4546 - One-Dimensional Swell or Settlement Potential of Cohesive Soils

(22) D4767 - Consolidated-Undrained Triaxial Compression Test on Cohesive Soils.

(23) D4943 - Standard Test Method for Shrinkage Factors of Soils by the Wax Method.

(24) D5084 - Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.

(25) D6276 - Using pH to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization

(26) E1 - ASTM Thermometers.

(27) E4 - Load Verification of Testing Machines.

(28) E100 - ASTM Hydrometers.

(29) G51 - pH of Soil for Use in Corrosion Testing.

(30) G57 - Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method.

d. In addition, the following standards referenced from "Methods of Soil Analysis, Part 2, Chemical and Microbiological Properties," Number 9 in Agronomy Series:

(1) Soluble Sulfates by the $BaC1_2$ Titration Method.

(2) Chloride Ion by Silver Nitrate Titration Method.

4. BORINGS

Drill a minimum of 20 borings as outlined in Table-1 Boring Plan. Each boring shall be advanced to a minimum penetration in the soil as defined in Table-1 or to auger refusal in the bedrock. At this time, it is anticipated that competent bedrock may be encountered. If bedrock is encountered at locations prior to the intended boring completion depth, then perform rock coring into competent bedrock with NX-size, double-tube rock coring techniques according to the depths noted. If necessary, the CONSULTANT shall perform deepened borings to prevent termination of the borings in unacceptably soft clay or loose sand deposits.

If necessary, the CONSULTANT shall perform additional borings, as per request by the OWNER, to depths that will be provided before the investigation.

Unless otherwise specified by the ENGINEER, the minimum required soil or rock strength to terminate the boring at or below the designated minimum boring depth shall be as follows:

a. Standard Penetration Test, N > 20
b. Cohesion, c > 1000 psf based on calibrated hand penetrometer, torvane or field vane shear test

Additional borings, deepened borings, test pits, cone penetrometer soundings, in-situ testing, or other investigation techniques may be performed if required to provide the information requested in the Report, and if they are approved in advance by the OWNER and ENGINEER. Provide qualified personnel to drill the borings and an experienced geotechnical engineer or geologist to log the borings full-time.

For the purposes of bid submittals, CONSULTANT shall assume the footage required for the minimum depths specified in Table-1. Where rock coring is specified, assume the coring footage outlined as a portion of the minimum boring depth. CONSULTANT should comment in their proposal on the anticipated presence of shallow bedrock in this region based on previous experience. It shall be assumed that the field investigation may be performed using a truck-mounted drill rig.

The cost proposal shall contain detailed units and unit costs associated with the minimum required borings, as well as the option for additional borings.

Table-1 Boring Plan

Boring ID	Associated Structure	Minimum Boring Depth (ft)	Minimum Rock Coring Length (ft)[1]
B-1	Cooling Tower	40	10
B-2	Water Tank	40	10
B-3	Cooling Tower	40	10
B-4	Exhaust Stack	50	20
B-5	Tank	50	-
B-6	Exhaust Stack	50	20
B-7	Pavement	15	-
B-8	Utility Line	50	20
B-9	Equipment	50	20
B-10	Maintenance Building	40	-
B-11	Equipment	50	20
B-12	Equipment	50	20
B-13	Transformers	30	-
B-14	Grading	15	-
B-15	Grading	15	-
B-16	Substation Equipment	30	-
B-17	Substation Equipment	40	10
B-18	Transformers	30	-
B-19	Electrical Equipment Support	30	-
B-20	Control Building	40	10

1. Minimum rock coring footage if auger refusal in bedrock is encountered prior to minimum boring depth. Coring may be terminated early if minimum boring depth is achieved and core length is 10 ft or greater.

The CONSULTANT shall locate the borings in plan from coordinates to be provided at a later date for the locations indicated on the Preliminary Boring Location Plan. The use of GPS equipment is permissible, provided that the location accuracy is within three feet (i.e. sub-meter accuracy). Boring locations may be adjusted in the field to avoid utilities, overhead obstructions, or to permit easier access, provided the final location is noted on the log. Offsets shall not exceed 10 feet from the original location unless approved by the ENGINEER. When borings are offset from their proposed locations, the offset distance, direction and elevation shall be noted on the logs. The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and determining locations of utilities in the vicinity of the actual boring locations with OWNER and local agencies

The CONSULTANT shall be responsible for coordinating with the OWNER for access to the boring locations and determining locations of utilities in the vicinity of the actual boring locations with OWNER and local agencies.

5. BORING METHODS

Borings shall be advanced with drilling methods that minimize the potential for disturbance, sloughing, or mixing of materials within soil samples. When water is encountered within a hole in cohesionless material, rotary wash drilling methods with bentonite or polymer slurry shall be used, in which positive head is maintained within the hole. Water levels encountered as well as the method used in advancing drilling shall be indicated on the respective boring logs or within the Report.

Where rock core samples are obtained, the boring logs shall include detailed information regarding the rock types, rock formations, degree of hardness, extent of weathering, percentage of recovery, and Rock Quality Designation (RQD) values.

Backfill all borings, after water level measurements, with cement-bentonite grout (or in general accordance with the specific requirements of applicable federal, state, and/or local agencies). The backfill material and technique shall be noted on the boring logs.

6. SAMPLING

Samples shall be obtained from the borings at regular intervals and at soil layer interfaces where material characteristics change. Obtain samples at 2.5 feet intervals down to 10 feet and 5 feet intervals beyond by the following methods:

a. Split-Barrel Sampler (SPT) or Ring-Lined Barrel Sampling in cohesionless soils (sands, gravels) and hard soils; D1586 or D3550.

b. Thin-Walled Tube (Shelby) in cohesive soils (silty clays, sandy clays, and material with adhesive binder); D1587.

c. Obtain bulk samples of the near-surface materials for compaction testing.

d. If applicable, obtain continuous rock core samples and store in core boxes in accordance with ASTM D2113. Take color photographs (35mm or digital) of each complete core box for inclusion in the Report.

Practical refusal of the sampler shall be defined as a minimum of 50 blows for one inch when within the first six inches of the sampler penetration, and 50 blows for six inches or less when the sampler penetration exceeds six inches.

Provide hammer calibration, and blow count correction to obtain standard N_{60} value, if an automatic hammer is utilized. Note on the logs what type of hammer is utilized (rope and cathead, or auto hammer and relative energy).

Obtain calibrated hand-held pocket penetrometer and/or torvane readings on all cohesive samples in the field. Seal samples to prevent disturbance and moisture changes and transport to the laboratory for testing.

7. FIELD RESISTIVITY SURVEY

Eight field resistivity surveys shall be performed. The survey shall be completed in an area that is not influenced by the presence of overhead EHV transmission lines, underlying storage facilities, underground utilities or other obstructions that would impact the results of the survey. The survey shall be conducted along two (2) perpendicular lines (N-S and E-W) centered at the locations noted. For each line, readings shall be taken with “a” spacings of 2.5, 5, 10, 20, 50, 100, 150, and 200 feet. The values reported for each “a”-spacing shall include current, potential, and apparent resistivity, reported in Ohm-cm. Field resistivity survey locations will be provided at the time of the investigation. Indicate the specific location of the resistivity survey on the boring location plan provided in the Report.

8. LABORATORY TESTING

Laboratory tests shall be assigned and performed by the CONSULTANT to classify soils and obtain geotechnical physical characteristics for soils and rock such as strength, compressibility and compaction characteristics. Perform laboratory testing consistent in quantity and quality with local geotechnical engineering practice to provide the information for the foundation recommendations required in the Report. The quantity of tests to be performed shall be determined by the CONSULTANT and will be dependent upon type of soil and/or bedrock encountered during drilling and sampling and in consideration of foundation types that may be required for the proposed structures. The CONSULTANT shall contact the ENGINEER to discuss the scope of the laboratory testing program prior to its commencement. Laboratory tests may include, but are not limited by, the tests listed below:

a. Moisture Content
b. Dry Unit Weight
c. Sieve Analyses
d. Percent Finer than No. 200 Sieve
e. Atterberg Limits
f. Unconfined Compression – Soil (Although pocket penetrometer test results can be used to support unconfined compression strength results, they shall not be used exclusively to establish design recommendations for cohesive soils.)
g. Unconfined Compression - Rock
h. Swell Pressure *(See additional requirements in Section 9.b below)*
i. Consolidation
j. Compaction Characteristics (Standard Proctor Test)
k. Chemical Analyses
   (1) pH
   (2) Soluble Sulfates
   (3) Chloride Ion
   (4) Electrical Resistivity
   (5) Redox Potential
   (6) Sulfides

9. SUBSURFACE INVESTIGATION AND GEOTECHNICAL REPORT

The CONSULTANT shall prepare a Report containing a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, results of the infiltration testing, results of the field resistivity survey, final boring logs with a boring location plan, and results of the laboratory testing program. The Report shall also contain geotechnical recommendations for the design and construction of foundations and earthwork for the proposed project.

The Report shall be prepared under the direction of a Registered Professional Engineer in the State of Kansas. The Report shall be signed and sealed in accordance with applicable state regulations. An electronic (pdf format) copy of the draft Report shall be made available for review by the ENGINEER. Following receipt and incorporation of comments from ENGINEER regarding draft Report, two (2) additional unbound printed copies, as well as an electronic copy (pdf format) of the final Report shall be provided to the ENGINEER. If required by the OWNER or ENGINEER, the CONSULTANT shall make available upon request all documented calculations to the ENGINEER.

The following is a listing of major items, which shall appear in the Report:

a. Subsurface Conditions

Subsurface conditions encountered at the site shall be discussed, based upon stratigraphic sequence observed and local geology. Figure(s) shall be provided displaying soil borings and generalized cross section(s). A general description of the engineering properties or parameters determined from the investigation and applied to foundation recommendations shall be provided. Prevailing groundwater elevations observed and those recommended for design shall be noted.

b. Geology and Geologic-Seismic Hazards

Perform a review of geologic information and provide a discussion of site geologic-seismic conditions that may impact the proposed development, considering the geologic setting, geologic materials, groundwater conditions and faults. Provide a discussion of the potential geologic-seismic hazards in the vicinity of the site which may impact the project; including seismicity, fault rupture, landslides, dispersive or collapsible soils, flooding, tsunamis, seiches, inundation, scour and subsidence, as applicable to the site. An evaluation of the applicable geologic-seismic hazards shall be made and special design features required to resist or reduce these tendencies shall be discussed.

Provide a discussion of the potential for seismic-induced soil liquefaction hazards in the vicinity of the site which may impact the project; including liquefaction, seismic-induced settlement, and lateral spreading. Provide recommendations for seismic soil profile information in accordance with IBC (2012).

An evaluation of the potential of subgrade materials to develop karst features, solution channels or sinkhole formations shall be made and special design features required to resist or reduce these tendencies shall be discussed. The CONSULTANT shall define and discuss the relative risk for sinkhole development and/or the presence of voids within the subsurface materials encountered at the Project Site.

An evaluation of the expansive (swelling), dispersive, or collapsing nature of subgrade materials shall be made and special design features required to resist or reduce these tendencies shall be discussed.

Soils at the site may exhibit expansive characteristics. If this is the case, the Consultant shall perform a sufficient number of swell potential tests to adequately characterize the site's active zone. When applicable, this shall include performing a ***minimum*** of four (4) Single-Point Wetting-after-Loading Tests (ASTM D4546-14, Method B) on samples from a similar depth within the active zone. Samples should be tested at a range of confining pressures to permit evaluation of the swell pressure on relatively undisturbed soils. If moisture conditioning and re-use of the on-site soils is recommended, testing should be performed on reconstituted specimens duplicating compaction conditions per ASMT D4546-14, Method A. All samples that have ASTM D4546-14 testing performed shall have soil laboratory testing conducted to establish USCS classification of the sample (e.g. Atterberg limits, percent finer than No. 200 sieve, etc.) Samples tested should be representative of the expansive materials found throughout the investigation area. When ASTM D4546-14 testing is anticipated the CONSULTANT shall discuss the scope of the testing with the ENGINEER prior to testing.

c. Previous Construction Activity
A discussion of previous construction activity shall address any existing fills or subsurface openings (including surface or underground mining), if applicable.

d. Existing Fill (if present)
Outline the engineering properties of any existing fills in regard to foundation design.

e. Grading Recommendations
Provide grading recommendations taking into consideration conceptual grading plan for the site. If overexcavation of unsuitable materials and structural backfill appear warranted, provide vertical and horizontal extent of the overexcavation and structural backfill. Minimal grading in the vicinity of the project is currently anticipated, with cuts of five (5) feet or less and fill heights of two (2) feet or less.

f. Compaction Requirements
Provide general criteria for acceptable fill material and address whether the available borrow material on site is suitable for general or structural fill. Provide recommendations for material usage at the site in regard to placement and compaction requirements, as well as any recommended treatment. Compaction criteria, including acceptable gradations, moisture control, compactive effort, and need for proofrolling shall be discussed, including criteria for both granular and cohesive fill, if applicable.

g. Foundation Design

The Report prepared by the CONSULTANT will be used by the ENGINEER for design and sizing of stable foundations for the proposed structures and to estimate foundation costs. To accomplish this task, provide recommendations in regard to the suitable foundation type for each structure as well as allowable loading capacities for vertical compression, uplift loading, and horizontal loading for each type of shallow and/or deep foundation under normal and seismic loading conditions. All factors of safety utilized in developing the allowable load capacities shall be outlined in detail.

At this time, major structures and structures sensitive to vertical movement for the proposed project are anticipated to be founded on deep foundations (piling and/or drilled shafts). Design parameters for deep foundations shall include appropriate type of foundation, minimum embedment lengths, and ultimate skin friction and end bearing values for compression and uplift for each soil or rock stratum encountered. Provide appropriate factors of safety to utilize in design. Provide estimated settlement for deep foundations including group and individual settlement of piles. Provide a discussion of and provide a means to evaluate group effects on the vertical capacities, settlement, and lateral capacity of the piles. Provide a generalized stratigraphic profile for the site which defines the depths and/or elevations for the interfaces and changes in soil and rock materials and water conditions. If applicable, discuss the requirements or constructability of belled drilled shafts in soil or the use of shear rings in rock to increase axial and uplift capacities. For each layer of the stratigraphic profile, provide lateral design parameters for use in the computer program LPILE v2013, which uses p-y curves based on research by Matlock and Reese. At a minimum, the LPILE design parameters shall include the recommended soil model type, effective unit weight, cohesion or friction angle for each soil stratum encountered, and the water level for design. For strata which are to be modeled as strong rock, these parameters shall include unit weight and unconfined compressive strength. For strata which are to be modeled as weak rock, parameters shall include unit weight, unconfined compressive strength, RQD, Young's modulus, and axial strain at 50 percent of the unconfined compressive strength. If the depths or elevations of stratigraphic layers vary substantially across the site, the CONSULTANT shall identify the extent of variability, both vertically and horizontally across the site, and provide the subsurface parameters defined above for each respective stratigraphic profile.

Lightly loaded structures and/or equipment pads may potentially be supported on shallow foundations. Some structures for the proposed project may be founded on shallow foundations. Design parameters for shallow foundations shall include net allowable bearing pressure and resistance to sliding at the anticipated bearing depths. The possibility of allowing for overstressing to shallow foundations under short sustained seismic or wind live loads shall be addressed. Provide recommendations for resistance to uplift and lateral loads, such as passive earth pressures or sliding friction. Provide recommended design groundwater level for determination of buoyancy and means to resist buoyant forces. Provide the modulus of subgrade reaction for soils supporting mat foundations. Also, total and differential settlement estimates shall be provided for each foundation type. If loose random fills or soft subgrade soils are encountered, requirements for overexcavation and replacement of these materials shall be provided.

Minimum cover for frost depth shall be noted. Information provided for structures requiring overexcavation and replacement of subgrade materials shall include distances or extent of limits and depths to which overexcavation and structural backfill will extend. Figure(s) shall be provided for clarity of proposed dimensions.

h. Lateral Earth Pressures
Lateral earth pressures shall be provided for below grade vertical walls both of the flexible and rigid type. At this time, no significant below grade construction is anticipated, however some short retaining walls may be required to establish required grades. It is preferred that the lateral earth pressures be provided as equivalent fluid pressure values, however, equations may be developed for the same. Any assumptions relating to the construction method or type of backfill shall be outlined in detail (i.e. granular, cohesive, drained or undrained conditions). Active, passive, and at-rest coefficients used in determining these pressures shall be noted.

i. Slope Stability and Excavations
Address the recommended inclination of both temporary excavation and permanent slopes. Identify OSHA soil types and address any temporary slopes required for excavation and the need for sheeting and shoring.

j. Excavation Requirements
Address the excavatibility of the soils and rock that may be exposed during foundation excavation and site grading. The effort and type of equipment utilized to perform excavations is dependent upon the size and depth of the excavation. Thus, the discussion shall be in regard to the structures described, as well as utility trenches.

k. Dewatering
Conditions present at the site requiring groundwater control, dewatering, or surface drainage during excavation and construction shall be discussed. Anticipated types of dewatering shall be described along with extent or time of operation. Special consideration to exposed subsoils within the bottom of excavations during construction shall be addressed.

l. Corrosion Potential and Chemical Attack to Concrete
An evaluation of representative subsurface materials shall be performed to provide laboratory test results for chemical constituents; specifically pH, chloride ion, soluble sulfates, and electrical resistivity; as well as redox potential and sulfides. These parameters are required to evaluate the potential for corrosion of underground piping, for design of grounding, and for selection of cement type to resist potential sulfate attack. The CONSULTANT shall provide recommendations on cement type for concrete in contact with soil to resist chemical attack. CONSULTANT'S local experience and expertise regarding general corrosion potential may be applied to evaluate the potential for corrosion at the Site in lieu of the laboratory testing for evaluation of corrosion potential, as long as

CONSULTANT'S experience and expertise is well established for the applicable site area.

m. Pavement Design
Provide recommendations for subgrade preparation in areas requiring paving as well as pavement design recommendations. The report shall provide a design CBR value, the modulus of subgrade reaction, k, the resilient modulus, M_R, and the undrained shear strength values for the near surface soils and soils at the anticipated final grade.

10. PROPOSAL SUBMITTALS

The CONSULTANT shall submit a "not-to-exceed" cost proposal and schedule for performance of the field investigation, laboratory testing program, and the preparation of the Report for the proposed Project. ***The cost proposal shall contain a Schedule of Fees with detailed units and unit costs associated with the proposed field investigation and laboratory testing program***. Engineering and Report preparation shall be priced as lump sum items. Proposals shall also include a standard rate sheet for construction material testing services.

Resumes of proposed geotechnical staff to work on the project shall be submitted with the proposal information. Proposal information shall include a list of drilling equipment showing make/model, age and mechanical condition of each rig along with identifying the availability of drill rigs suitable for the anticipated drilling conditions and proposed types of sampling. Proposal information shall include the names and qualifications of any subcontracted drilling and/or laboratory testing firms to work on the project.

* * * * *

End of Technical Guidelines

SUBSURFACE INVESTIGATION and GEOTECHNICAL REPORT SERVICES

RFQ RANKING SHEET

Ranked By: Tim Sobieraj, Paul Barker, Chris Guggino, Jake Kuntz

EVALUATION CRITERIA

Evaluation Criteria	Maximum Points	Geotechnology Score	GSI Score	Kleinfelder Score	Olsson Score	PEC Score	PSI Score
Responsiveness: Quality and completeness of the response to the Request for Qualifications	10	**10**	**10**	**10**	**10**	**10**	**10**
Experience: Respondent's credentials and experience in providing services	10	**10**	**10**	**10**	**10**	**10**	**10**
Cost:		$ 39,000.00	$29,650 **	$ 34,239.00	$ 44,707.50	$ 41,900.00	$ 39,906.00
Total Cost of servies being provided.	80	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**
TOTAL POINTS	100	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**	**#VALUE!**

Recommendation of Award: Based on the evaluation criteria provided in the Reques for Proposal, and as summarized herein, it appears that GSI is the highest scoring respondent. It is recommended that GSI be awarded the contract to provide professional geotechnical and subsurface investigation services.

** Cost plus adder for any hazardous materials.

City of Coffeyville
102 W. 7th Street
P.O. Box 1629
Coffeyville, KS 67337
Phone: 620-252-6128

TITLE-SIGNATURE PAGE
REQUEST FOR PROPOSALS

The City of Coffeyville, Kansas, invites you to submit a proposal to provide professional engineering services to complete a subsurface investigation and geotechnical report.

Four (4) SIGNED PROPOSALS

Plus one (1) unbound copy for a total of five (5) copies

MUST BE RECEIVED BY: 2:00 P.M. (CST) on January 21, 2015

PLEASE MARK YOUR SEALED PROPOSAL "Reciprocating Engine Power Plant: Subsurface Investigation and Geotechnical Report" AND SEND IT TO:

City of Coffeyville

Attention: Cindy Price, City Clerk
11 E.2nd St.
P.O. Box 1629
Coffeyville, KS 67337

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

GSI Engineering, LLC	David A. Edwards, P.E.
Company Name	Authorized Person (Print)
4503 E. 47th Street South	David Edwards
Address	Signature
Wichita, KS 67216	Senior Vice President
City/State/Zip	Title
(316) 554-0725 (316) 554-0744	January 27, 2015 45-4983447
Telephone # Fax #	Date Tax ID #
dedwards@gsinetwork.com	Limited Liability Company
E-mail	Entity Type

RECEIVED

JAN 28 2015

CITY CLERK

DOCUMENT 009100 - ADDENDUM NO. 1

Issued to all Bidders:

Date: January 16, 2015

Contract Name: Reciprocating Engine Power Plant Subsurface Investigation and Geotechnical Report

This addendum forms a part of the Bid described above. The original Bidding documents and any prior addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this addendum by affixing signature below, by noting this addendum on Bidder's Bid Form, and by attaching this addendum to the Bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: GSI Engineering, LLC

By: David Edwards

Date: January 27, 2015

RECEIVED
JAN 28 2015
CITY CLERK

DOCUMENT 009100 - ADDENDUM NO. 2

Issued to all Bidders:

Date: January 21, 2015

Contract Name: Reciprocating Engine Power Plant Subsurface Investigation and Geotechnical Report

This addendum forms a part of the Bid described above. The original Bidding documents and any prior addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this addendum by affixing signature below, by noting this addendum on Bidder's Bid Form, and by attaching this addendum to the Bid.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: GSI Engineering, LLC

By: David Edwards

Date: January 27, 2015

GSI Engineering
A division of Alt & Witzig Engineering

4503 E. 47th St. S.
Wichita, KS 67210
(316) 554-0725 tel
(316) 554-0744 fax
www.gsinetwork.com

January 27, 2015

RECEIVED
JAN 28 2015
CITY CLERK

Ms. Cindy Price
City of Coffeyville
11 East 2nd Street
Coffeyville, KS 67337

SUBJECT: Proposal for Geotechnical Engineering Services
Reciprocating Engine Power Plant
Coffeyville, Kansas
GSI Proposal P157019

Dear Ms. Price:

GSI Engineering, LLC (GSI) is pleased to present this proposal to provide the geotechnical engineering services for the above-referenced project. This proposal is based upon a preliminary understanding of your requirements as stated in your request for proposal (RFP) issued January 8, 2015 as well as addenda posted on January 16 and 22, 2015.

GSI is committed to providing a high level of service to its clients. If a change in the proposed scope of work is requested, we are prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions beyond that which is described in this proposal may result in additional risks assumed by you and may require adjustments to our fee.

PROJECT DESCRIPTION

The proposed project will be located in Coffeyville, Kansas. We understand the development will consist of a new reciprocating engine power plant. Components of the power plant will include the generating units, cooling towers, exhaust stacks, transformers, substation equipment, storage tanks, control and maintenance buildings, and associated pavements.

Based on the Load Summary Table provided in the RFP, we understand vertical column loads will range from 5 to 75 kips, with mat and continuous wall loads ranging from 400 to 2,500 pounds per square foot (psf). Because allowable differential settlements must be limited to less than ½ of an inch, we understand the majority of the facility components are expected to be supported on deep foundations.

We understand site grading required to bring the various equipment/structure areas to the desired elevation will be include up to 5 feet of cut and up to 2 feet of fill.

QUALIFICATIONS

GSI has provided geotechnical engineering services for many projects similar in scope and

nature to the current project. These projects required recommendations for mat foundations, reciprocating/vibrating machinery, electrical substation equipment, laterally loaded drilled shafts/deep foundations, and large-diameter storage tanks. We have included more detailed descriptions of three such projects with this proposal.

We have included a resume for Mr. Tom Kettler, P.E., who will be the primary professional assigned to this project. He will be on-site full time to direct the drilling program and classify the soil samples collected. He will also develop the necessary laboratory testing program, perform analyses, and prepare the final report and recommendations. We have also included a resume for Mr. Dave Edwards, P.E. He will assist Mr. Kettler with analysis and report/data review.

EQUIPMENT

GSI intends to utilize one of three drill rigs listed below for this project. Each rig is capable of achieving the required exploration depth using augers, mud rotary, or NQ2 rock coring methods.

- 1990 CME 75 mounted on a 2009 International truck
- 1978 CME 55 mounted on a 2012 International truck
- 1982 CME 55 mounted on a Morooka 1500 rubber-track all-terrain carrier

GSI also operates an electric Seismic Cone Penetrometer Testing (SCPTu) rig that we believe may be a useful tool in this exploration. For this project, the primary purpose of the SCPT would be to directly measure the seismic shear wave velocity of the overburden soils. These measurements would allow us to refine the IBC Seismic Site Classification and quantify soil response to vibrating machinery. The data collected from CPTu soundings also presents a continuous subsurface profile and can help further refine foundation design parameters. We note however, that the CPTu probe cannot penetrate bedrock. We have included a unit rate for performing CPTu soundings. No additional engineering time would be required if CPTu soundings are performed.

GSI performs active and preventative maintenance on all of our drill rigs and vehicles. We take pride in providing equipment that is clean and well maintained.

SCOPE OF SERVICES

GSI will request a utility clearance through Kansas One-Call. GSI will coordinate with the client to locate and mark nonmember utilities or private utilities not located by Kansas One-Call. Provided the former measures are taken, GSI is not responsible for loss or damage resulting from unmarked utilities.

We will stake borings in the field using a hand-held GPS unit with an accuracy greater than 2 feet. The top of boreholes will be surveyed by the drill crew relative to a common on-site point.

We propose to explore the subsurface conditions at this site by drilling a total of 20 borings to the depths outlined in Table 1 of the RFP. We anticipate competent shale and limestone bedrock will be encountered between 20 and 30 feet below current site grades. Upon encountering auger refusal, we will continue the 11 borings identified in Table 1 using rock coring techniques.

Logs of the subsurface conditions encountered in the borings will be recorded by a

geotechnical engineer at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will be returned to our laboratory for testing and analysis. Rock cores will be photographed in the field and placed in wax-lined cardboard core boxes for transportation to the laboratory.

Field resistivity measurements will be made by the on-site geotechnical engineer using the Wenner 4-pin method with pin spacings of 2.5, 5, 10, 20, 50, 100, and 200 feet.

We anticipate that the laboratory testing program may include the following tests:

- Moisture Content (ASTM D2216)....................80
- Unconfined Compression, Soil (ASTM D2166)....................15
- Atterberg Limits (ASTM D4318)....................10
- No. 200 Sieve Wash (ASTM D1140)....................10
- Consolidation (ASTM D2435, without time rates)....................1
- Swell (ASTM D4546)....................4
- Moisture-Density Relationship (ASTM D698)....................1
- Chemical Analyses (Chlorides, Sulfates, Sulfides, pH, Redox)....................2
- Unconfined Compression, Rock (ASTM D7012)....................5

The actual type and number of tests will depend on the soil conditions we encounter.

Based on the findings of the field and laboratory programs and engineering analyses, we will provide opinions and recommendations regarding the following and as outlined in the RFP:

- Subsurface soil conditions, including depth and consistency of soil and rock strata;
- Groundwater levels as observed during field work, excluding quantitative determinations of flow or dewatering rates;
- Seismic Site Classification per IBC Section 1613;
- Site grading, including a discussion of anticipated excavation requirements;
- Cement type for corrosion/chemical degradation resistance;
- Shallow foundation depth, allowable bearing pressures, estimated settlements, lateral load resistance, and modulus of subgrade reaction for mat foundations;
- Deep foundation parameters including allowable skin friction and end bearing and lateral loading parameters for p-y curve generation in the LPile design program;
- Treatment and/or removal of unsuitable bearing soils, if encountered;
- Empirical lateral earth pressure coefficients;
- Slab-on-grade construction;
- Excavation and trenching considerations;
- Suitability of on-site material for structural fill; and
- Structural sections for concrete and asphalt pavements.

We will present our opinions and recommendations in a written report which will include a map of the boring locations, logs of the explorations and laboratory test results. We will submit an

electronic copy (pdf format) of the preliminary report, as well as an electronic copy and two unbound hard copies of the final report.

SCHEDULE

We can begin the geotechnical exploration within approximately 5 to 7 working days after your written authorization to proceed (weather permitting). We understand a preliminary report is required within 31 calendar days from written authorization to proceed, with a final report delivered within 42 calendar days. Based on the scope of service presented in the RFP and this proposal, we anticipate completion of the preliminary and final reports within 31 and 42 calendar days, respectively.

FEES AND CONDITIONS

We understand our services will be performed in accordance with the standard Coffeyville Municipal Light & Power Professional Services Agreement provided in Addendum 2 of the RFP. The fees for the geotechnical engineering services described herein are included on the attached Estimated Quantities and Fee Schedule, with a not-to-exceed cost of $25,430.00. Our not-to-exceed cost is based on the following assumptions:

- The site is accessible to a standard truck mounted drilling rig;
- The specified coring length is a portion of the minimum boring depth as outlined in the RFP; and
- All borings will be plugged with bentonite, regardless of depth.

State law in Kansas requires that a licensed well driller properly plug all geotechnical explorations that encounter groundwater or extend past a depth of 25 feet. Plugging must consist of bentonite, cement grout, concrete grout, or neat cement. As noted above, our not-to-exceed price includes the costs associated with all borings. However, the plugging costs associated with the 15-foot deep borings will only be assessed if we encounter groundwater.

If any significant changes are made in the location or proposed construction as described above, or if the encountered soil conditions are significantly different from those anticipated, additional study and analyses or more or deeper field exploration may be required. Any work required beyond the scope of that proposed above will be undertaken only after receiving your prior authorization and after an adjustment has been made to our fee to cover the additional work.

LIMITATIONS

The proposed exploration described herein specifically excludes the assessment of environmental characteristics, particularly those involving hazardous and/or toxic substances. A separate or concurrent environmental assessment may be appropriate prior to construction. We would be pleased to prepare a proposal for these services if requested. In the event that obviously suspicious subsurface materials are encountered visually or by odor in the field explorations, we will immediately terminate the explorations and notify you regarding the situation.

During the course of the performance of GSI's services, hazardous materials may be discovered. GSI will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project site or from the discovery of such hazardous materials.

CLOSURE

GSI appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or need additional information, please contact GSI's Wichita office.

Respectfully submitted,
GSI Engineering, LLC

Thomas C. Kettler, Jr., P.E.
Senior Engineer

David A. Edwards, P.E.
Principal Engineer

TCK/DAE

Attachments: Estimated Quantities and Fee Schedule (1); Relevant Project Descriptions (1); Personnel Resumes (2)

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GSI

GSI ENGINEERING, LLC
ESTIMATED QUANTITIES & FEE SCHEDULE
COFFEYVILLE RECIPROCATING ENGINE POWER PLANT
GSI PROPOSAL P157019
JANUARY 27, 2015

Type of Service	Estimated Quantity	Unit Charge	Estimated Cost
FIELD SERVICES			
Mobilization/Demobilization, Truck Mounted CME 55 or 75	1	$ 720.00 /trip	$ 720.00
Mobilization/Demobilization, Support Vehicle	1	$150.00 /trip	$ 150.00
All-Terrain Drill Rig Surcharge	0	$750.00 /ls	0.00
Drilling (Samples @ 2.5' intervals to 10', @ 5' thereafter)	585	$ 10.00 /foot	$ 5,850.00
Rock Coring	170	$ 37.00 /foot	$ 6,290.00
Borehole Plugging	755	$ 3.00 /foot	$ 2,265.00
Per Diem (3 Man Crew)	6	$ 360.00 /day	$ 2,160.00
Seismic CPT Soundings	0	$ 9.00 /foot	0.00
Standby (Per Crew)	0	$ 250.00 /hour	0.00
LABORATORY SERVICES			
Moisture Content (ASTM D2216)	80	$ 5.00 ea	$ 400.00
Percent Passing No. 200 (ASTM D1140)	10	$ 30.00 ea	$ 300.00
Atterberg Limits (ASTM D4318)	10	$ 45.00 ea	$ 450.00
Unconfined Compressive Strength of Soil (ASTM D2166)	15	$ 30.00 ea	$ 450.00
Unconfined Compressive Strength of Rock (ASTM D7012)	5	$ 45.00 ea	$ 225.00
Standard Proctor (ASTM D698)	1	$ 120.00 ea	$ 120.00
One-Dimensional Consolidation (ASTM D2435)	1	$ 200.00 ea	$ 200.00
One-Dimensional Swell (ASTM D4546)	4	$ 100.00 ea	$ 400.00
Chemical Analyses (pH, Sulfates, Sulfides, Chlorides, Redox)	2	$ 150.00 ea	$ 300.00
PROFESSIONAL SERVICES			
On-Site Geotechnical Engineer (Logging & Resistivity)	6	$ 700.00 /day	$ 4,200.00
Engineering Analysis & Report	1	$ 950.00 /ls	$ 950.00
		Not-to-Exceed Cost:	**$ 25,430.00**

GSI

Project Experience

- **Tenawa Natural Gas Processing Plant, Haven, Kansas.**
  The Tenawa Natural Gas Processing Plant is a 7 acre facility able to process 1.8 billion cubic feet of natural gas per day. The plant includes multiple large turbine compressors, process towers up to 100 feet in height, equipment skids, control buildings, and an electrical substation. Based on a total of 14 borings and seismic cone penetration test (SCPT) soundings, GSI provided recommendations for shallow foundations and auger cast-in-place (ACIP) pile deep foundation elements. Data collected from SCPT soundings were utilized to provide dynamic soil properties as well as an improved IBC Seismic Site Classification. GSI also performed electrical resistivity measurements at the site.

- **National Cooperative Refiners Association (NCRA) Coker Replacement Project, McPherson, Kansas.**
  This nearly half-billion dollar project centered on the replacement of the coke processing drums at the NCRA Refinery. To accommodate the new drums, many additional projects were required, including several new process areas/facilities, product storage tanks, pipe racks, process towers, and vibrating equipment. The services provided by GSI included nearly 50 soil borings throughout the plant ranging from 10 to 100 feet in depth, as well as recommendations regarding shallow foundation capacity and settlement (static and dynamic), settlement and subgrade modulus for large mat foundations, and extensive design charts for the lateral capacity of pipe rack drilled pier foundations.

- **Keystone XL Pipeline Pump Station, Marland, Oklahoma**
  This project was part of the multi-billion dollar crude oil pipeline extending from Alberta, Canada to the Gulf of Mexico. The large dynamic loads caused by the pumps required the collection, analysis and recommendation of seismic soil properties using MASW seismic surveys. GSI provided recommendations for shallow mat foundations, as well as vertical and lateral capacity recommendations for ACIP piles, drilled shafts, and driven steel H-piles. GSI also performed electrical resistivity measurements at the site.

GSI

Thomas C. Kettler, Jr., P.E.

Senior Geotechnical Engineer

Education
B.S., Civil Engineering
University of Nebraska-Lincoln

Registration
Professional Engineer, Kansas
Professional Engineer, North Dakota
Professional Engineer, Nebraska
Professional Engineer, Oklahoma
Professional Engineer, Colorado
Professional Engineer, Iowa

Professional Experience
GSI Engineering /
Geotechnical Services, Inc.
Wichita, Kansas
2008-Present

Geotechnical Services, Inc.
Lincoln, Nebraska
2004-2008

Training
Nuclear Testing Equipment Training–Gauge Operation and Radiological Safety
Deep Foundation Dynamic Testing and Analysis
Design of Foundations for Dynamic Loads
BNSF Contractor Training
KDOT – Concrete Field Inspector
First Aid/CPR/AED
Class B Commercial Driver License

Membership
American Society of Civil Engineers
ASTM International

Professional Experience

Mr. Kettler is a senior geotechnical engineer responsible for project management, analyses of soils data and preparation of engineering reports. His experience includes a variety of public and private projects. Mr. Kettler has field experience in drilling, sampling, and logging soil borings; quality control testing of soils and fresh concrete; and other quality control inspection and observation. He also has field experience in seismic CPTu, conventional seismic surveys, pressuremeter (PMT), and field resistivity measurements. His laboratory experience includes testing of soils, aggregates and Portland cement concrete.

Related Project Experience

- **National Cooperative Refiners Association (NCRA) Coker Replacement Project, McPherson, Kansas.**
  This nearly half-billion dollar project centers around the replacement of the coke processing drums at the NCRA Refinery. To accommodate the new drums, many additional projects were required, including several new process areas/facilities, product storage tanks, and pipe racks.
  Mr. Kettler provided field services and engineering recommendations for nearly all projects associated with the coker replacement. The services provided by GSI included shallow foundation capacity and settlement, settlement and subgrade modulus for large mat foundations, and extensive design charts for the lateral capacity of pipe rack drilled pier foundations. Mr. Kettler continues to provide recommendations and support as the project progresses.

- **Keystone XL Pipeline Pump Station, Marland, Oklahoma**
  This project was part of the multi-billion dollar crude oil pipeline extending from Alberta, Canada to the Gulf of Mexico. The large dynamic loads caused by the pumps required the collection, analysis and recommendation of seismic soil properties. Mr. Kettler worked on all aspects of the pre-construction phases, including scheduling field operations, ensuring compliance with project safety regulations, logging soil borings, performing seismic & resistivity tests, performing laboratory tests of collected samples, performing data analysis and compilation of the report.

- **Broadway Street Bridge Replacement, Wichita, Kansas**
  This project involved the replacement of an urban roadway bridge over an existing railway. The subsurface exploration included standard auger borings, direct-push probe borings, CPT soundings, and rock coring. Mr. Kettler provided recommendations for large-diameter drilled shaft bridge piers, bridge abutments, shallow foundations, detention pond construction, retaining walls, and embankments. Analyses included embankment settlements, slope stability, global retaining wall stability, drilled shaft and pile capacities/settlements, pile driveability.

- **Grain Storage Bins, Kansas, Oklahoma, and Nebraska**
  Mr. Kettler directed the subsurface exploration and laboratory testing program for several large-diameter (90 to 130 feet) grain storage bins at various locations in Kansas, Oklahoma, and Nebraska. Mr. Kettler provided shallow mat and ring foundation design incorporating bearing capacity and settlement analyses as well as auger cast in place pile foundations.

- **Prairie Wind Transmission Wichita to Woodward Transmission Line, South Central Kansas.**
  This project comprised a new 109-mile double-circuit 345 kV transmission line extending from Colwich, Kansas to the Kansas-Oklahoma border near Hardtner, Kansas. GSI was responsible for developing soil engineering properties for use in the LPILE design program and providing recommendations for drilled shaft and direct-embed pole foundations. Mr. Kettler's role was that of project engineer and coordinator of all field and laboratory work.

- **Mid-Kansas Electric Cooperative (MKEC) Lancer Substation**
  This project comprised the construction of a new 115-345 kV electrical substation. GSI provided inputs for the LPILE design program used to analyze lateral loading of new substation structures. GSI also provided electrical resistivity measurements and shallow foundation recommendations. Mr. Kettler's role was that of project engineer and coordinator of all field and laboratory work.

- **TMK NextEra System Upgrades**
  This project involved the addition and reconfiguration of transmission structures near the existing North Fort Dodge Station and the proposed Lancer existing electrical substations to accommodate a new 115-kV transmission line. GSI provided inputs for the FAD and LPILE design program used to analyze lateral loading of new transmission structures. Mr. Kettler's role was that of project engineer and coordinator of all field and laboratory work. He also performed Pressuremeter testing to provide additional input for the FAD design program.

- **Wind Farms, Kansas, Oklahoma, and Texas**
  These projects included 90 to 200 soil borings for wind turbine generators and electrical transmission lines. Mr. Kettler performed utility locates, coordinated up to four drilling crews, and was responsible for client interaction. He also performed standard and seismic CPTu soundings as well as seismic surveys throughout the projects.

- **USD 259 Northeast Quadrant K-8 School, Wichita, Kansas**
  This project is part of a bond issue passed by Wichita voters in 2008. The 20.2 million dollar project involves the construction of a new K-8 school in Northeast Wichita. The 130,000 square foot school includes an auditorium, a gymnasium designed as a FEMA storm shelter, classroom space and large parking areas. Mr. Kettler's role was that of project engineer.

- **Sunflower Electric Substation Additions, Various Kansas Locations**
  These projects involved additions to existing electrical substations. GSI provided inputs for the LPILE design program used to analyze lateral loading of new substation structures. Mr. Kettler's role was that of project engineer and coordinator of all field and laboratory work.

- **Geotechnical Exploration and Construction Material Testing, Various Locations**
  Mr. Kettler has served as project manager/engineer for over 200 small to large commercial, industrial, educational, agricultural, health care, and infrastructure facilities/projects.

GSI

David Edwards, P.E.
Principal Engineer/ Vice-President

Education
B.S., Civil & Environmental Engineering Clarkson University

A.S., Engineering Science
Broome Community College

Registration
Professional Engineer, Vermont
Professional Engineer, New York
Professional Engineer, Pennsylvania
Professional Engineer, Kansas
Professional Engineer, Oklahoma
Professional Engineer, Missouri
Professional Engineer, Texas

Professional Experience
GSI/Geotechnical Services, Inc.
Wichita, Kansas
2001-Present

Kansas State University
Salina, Kansas
2001-Present

Atlantic Testing Laboratories, Limited
Canton, New York
1989-2001

Training
ACI Concrete Design, Specification, Construction and Problem Resolution
ASTM Symposium on Deep Foundations
Large Scale Direct Shear Testing of Soils and Geosynthetics
Cornell University Design and Construction of Drilled Shaft Foundations
TRI Environmental Geosynthetic Materials Training Program

Certifications
PCI Level I & II Precast/Prestressed Concrete Inspector
American Concrete Institute Grade I, Quality Control Technician
NETTCP Soil & Aggregate Inspector
NETTCP Bituminous Plant Inspector
NICET Level II Geomembranes
National Groundwater Association – Certified Well Driller
KDOT – Soils Field
KDOT – Concrete Field Inspector
First Aid/CPR/AED

Professional Experience
Mr. Edwards is a principal engineer with more than 20 years of experience. He is responsible for designing and implementing subsurface investigation programs, geotechnical engineering evaluations, construction materials quality control and quality assurance programs, environmental consulting and wetland projects. Mr. Edwards' project experience includes public and private projects in the fields of geotechnical, civil, environmental and forensic engineering, construction materials testing, and bridge inspection, as well as Superfund experience. He continues to provide educational programs to regulatory agencies on a variety of topics.

Related Project Experience

- **Geotechnical and Materials Testing Contract, Kansas Department of Transportation – Statewide**
  Project engineer and technical director for a statewide testing service that includes the performance of geotechnical investigation programs and geotechnical laboratory analysis in support of the Kansas Department of Transportation Bureau of Materials and Research. Mr. Edwards has been involved with this project for over five years. Projects involve investigations for proposed road alignments and bridge structures.

- **Grand Prairie Hotel & Splashdown Water Park – Hutchinson, Kansas**
  Project engineer for the geotechnical engineering and construction materials quality control for the construction of a convention center and indoor water park. This project involved the construction of an indoor water park in an existing structure and required stabilization of interior columns immediately adjacent to pool excavations.

- **BNSF Railroad Capacity Improvement – Texas to Kansas**
  Project engineer responsible for the geotechnical investigation and engineering for the expansion of BNSF rail lines from Texas to Kansas. The project included geotechnical engineering for deep foundation systems on over fifty bridges. Materials engineering services were also provided during the construction phase of the projects.

- **Cornejo & Sons C&D Landfill – Wichita, Kansas**
  Project engineer for the preparation of the landfills operating plan, construction quality control plan and post-closure plan.

- **Kingsbury Park/Brooks Landfill Hydrogeologic & Slope Stability Analysis – Wichita, Kansas**
  Project engineer for the geotechnical analysis of slopes for the design of a 210 acre lake to be constructed adjacent to the existing Brooks landfill. The project included extensive hydrogeologic and geotechnical evaluations for both the proposed lake and the existing landfill.

- **Municipal Water Supply, Garden City, Kansas**
  Project engineer responsible for the geotechnical investigation and engineering evaluation of the proposed site of a municipal water supply. The project includes the construction of 160-ft.- diameter water storage

Professional Affiliations
ASTM Committees D-18 & C-09
American Concrete Institute
Associated General Contractors
National Ground Water Association
American Institute of Architects

tanks, a treatment facility, a pump house, and associated structures and roads.

- **Geotechnical Investigations and Construction Material Testing, Various Locations**
  Project engineer/project manager for geotechnical investigations and construction materials testing performed at new and expanding sites. The projects included highways, bridges, parking garages, hydro-dam facilities, airport facilities, co-generation plants, industrial and commercial structures. The soil investigation was for the foundation design of new structures and also to evaluate the soils for new lagoons.

- **Forensic Investigations, Various Locations**
  Project engineer/project manager responsible for forensic investigations of slope failures, retaining wall failures, floor slab failures, storage tank failures, tower and silo failures, moisture intrusion problems, and structural column failures.

- **Research and Development, Various Locations, New York**
  Project engineer/project manager for five-year investigation of the effects of electrical power line construction equipment on agricultural lands. Scope included a comprehensive retrospective review of available research, field and laboratory studies on new power line construction effects, and controlled agricultural field studies on crop response to construction traffic and soil compaction.

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	02/10/2015	
RESOLUTION OR ORDINANCE NUMBER	S-15-02	
AGENDA TITLE	4 State Maintenance Tax Incentive/Abatement	
REQUESTING DEPARTMENT	Economic Development	
PRESENTER	Trisha Purdon	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To provide an annual review of the Four State Ad Valorem Property Tax Exemption and determine the rate for level of exemption for 2015.	

BACKGROUND	The original exemption request was approved by Ordinance S-09-05, effective January 1, 2009, through December 31, 2019. The exemption was for a 10,000 square foot addition to the existing Four State warehouse located at 503 N. Cline. This is Year 6 of the current tax exemption for Four State. In addition to the on-going exemption, Four State previously had an exemption for real and personal property for the 10-year period January 1, 2001, through December 31, 2010. The City is required to provide renewal documentation of all open tax exemptions to the County Appraiser on an annual basis by March 1. According to the City's Policy and Procedures on Ad Valorem Property Tax Exemptions and Incentives for Economic Development, *"The extent and term of any tax exemption incentive granted shall be subject to annual review by the Governing Body to ensure that the ownership and use of the property and any other qualifying criteria of the business for the tax exemption incentive continue to exist."* Our current policy for tax exemptions has been in place since June, 1995. Annual reviews have been conducted for the last five years of the Four State tax exemption. In each of the last five years, a 100% tax exemption has been granted to Four State, abating only the incremental taxes that would have been generated by the expansion. Four State continues to pay real and personal property taxes on the buildings and equipment that existed before the expansion.
SPECIAL NOTES	none

ANALYSIS	Four State annually provides their Quarterly Wage Reports and some supplementary payroll information for the prior year with their renewal application, which enables the City to analyze a number of criteria. Job creation is one such criteria taken into account when an exemption is initially considered. Often, the rationale for abating such property taxes is that job creation and/or increased wage rates stimulate the local economy and are thus worth the investment of tax dollars. **Refer to Exhibit A:** Four State Maintenance and Supply has had a significant amount of turnover and rehiring over the past year. Due to this, they are now back up to 29 employees. This is an increase from last year's employment number by one employee. This number does not include 1 contracted employee, however. This contracted employee would bring their number up to 30 employees, which is their base employment that was established in 2008 when the exemption was first approved by the City Commission. One of the most significant developments is the increase in local employees. Last year, the Commission encouraged Four State to consider residency when adding new employees and encouraging those employees to live in Coffeyville when they are hired. As of 02/06/2015, 76% (22 out of 29 Employees) of all employees live in Coffeyville. Two of the remaining 7 employees live in Montgomery County. They have hired 6 new employees this year, and are expecting to hire more over the next year. Due to the expansion of services into the hard wood floor refinishing business, they anticipate that they will need to hire additional employees over the next few years. This expansion would very likely allow Four State Maintenance to meet their initial Employee Hiring goal of 11 new employees. In addition, they have added a second shift at their facility to accommodate the increased business that they are experiencing. It is difficult to gauge the extent to which economic factors beyond their control have impacted their ability to grow as a company and thus provide

	additional employment as originally projected. As well as the fact that the addition of 11 jobs during the abatement period does not appear to require that such jobs be created in any particular year or on a predefined schedule. Presuming the linear addition of employees over the abatement period, Four state would have added one new employee, which they did, in addition to hiring one contracted employee. That said, one important factor to consider in this application is the average hourly wage for all full time employees and the average starting wage for new employees. This rate is considerably higher than the average starting and median wage of businesses in Coffeyville. **Exhibit B** Further identifies the tax benefit Four State has received for the exemption. To date, total taxes exempted for the new addition are $52,948.39. Our tax exemption policy is written such that the initial three years of an exemption (considered the “ramp-up” period) are abated at 100%. The remaining seven years shall be exempted at $1,000 per job, but may be adjusted by the Governing Body as a result of the annual review. Historically, not just for Four State Maintenance Supply but for all exemptions granted by the City, the exempted rate has remained at 100% during the term of the abatement.
PUBLIC INFORMATION PROCESS	Because tax exemption renewals require an ordinance, two readings are required and will be conducted at Commission meetings on 2/10/15 and 2/24/15, respectively, as well as publication in the Coffeyville Journal upon final approval.
BOARD OR COMMISSION RECOMMENDATION	N/A

STAFF RECOMMENDATION	Staff has determined the ownership and use of the exempted property is consistent with the original tax exemption application. While employment levels are below projected levels in the application, hourly wages and annual salary wages are considerably above the projections in their application. Staff recommends that the Commission should consider both employment levels, the increased number of local hires, and total compensation in determining the approval and rate at which the tax exemption will be set.
REFERENCE DOCUMENTS ATTACHED	Exhibit A: Job Creation and Wage Analysis

ORDINANCE NO. S-15-02

AN ORDINANCE TO APPROVE AN ANNUAL RENEWAL OF THE TEN-YEAR PROPERTY TAX EXEMPTION-INCENTIVE (JANUARY 1, 2009 THROUGH DECEMBER 31, 2018) GRANTED BY ORDINANCE NO. S-09-05 ON CERTAIN IDENTIFIED REAL AND PERSONAL PROPERTY OF FOUR STATE MAINTENANCE SUPPLY, INC. FOR THE ONE-YEAR PERIOD BEGINNING JANUARY 1, 2015 THROUGH DECEMBER 31, 2015.

WHEREAS, the Board of Commissioners of the City of Coffeyville, Kansas has reviewed updated information on Four State Maintenance Supply, Inc. and determined the ownership, use of the property and other qualified criteria for the tax exemption-incentive of Four State Maintenance Supply, Inc. continues to exist and is consistent with their original property tax exemption-incentive applications.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the City of Coffeyville, Kansas that pursuant to the provisions of the City's "Statement of Policy and Procedures on Ad Valorem Property Tax Exemptions and Incentives for Economic Development" (Resolution No. R-95-02) the ten-year property tax exemption-incentive (January 1, 2009 through December 31, 2018) granted by Ordinance No. S-09-05 on certain identified real and personal property of Four State Maintenance Supply, Inc. is approved for an annual renewal at the rate of _____% for the one-year period beginning January 1, 2015 through December 31, 2015.

PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF COFFEYVILLE THIS 24th DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer:

Four State Maintenance Supply Inc

PO Box 591 - 503 N. Cline Rd

Coffeyville, KS 67337

County: Montgomery

Parcel I.D. No.: 063-198-34-0-10-01-007.00 A

Personal Prop No.: ______

Tax Year: 2014

County Use Only
Description on file ☐ Check ✓ if Yes
If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

(1) **A Written Statement** *See instructions, other side* **and**

(2) **A Description/List of Exempt Property** *See instructions, other side*

1. I (we) Tom Tipton, President, do hereby file a claim for property tax exemption for the tax year 2014, on the attached list of property.

2. The basis for the exemption is:
   Board of Tax Appeals Order, Docket No. 2010-968-EDX.

3. The Board Order indicates that the property is exempt pursuant to:
   A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
   B. Article 11, Section 13 of the Kansas Constitution
   C. K.S.A. 79-221 (Certain Leased Property)
   D. Other ______ (explain).

4. The period of exemption set forth in the Board's Order is:
   2009 through 2018.

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms.

6. Are you filing a claim for any property acquired *after* the Board of Tax Appeals issued the order exempting disclosed in number 2 above? No. If yes, please explain why you believe this property is exempt.

7. Has the *ownership* of the property for which you are filing a claim for exemption changed in the past year? No. If yes, attach a full explanation.

8. Has the *use* of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? No. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature: Tom Tipton

Date: 02-03-2015

Name & Title: Tom Tipton, President

Phone: 620-251-7033/515-1375

PV-AD-1
(Rev. 6/2014)

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: Four State Maintenance Supply Inc

Parcel Id. #: 063-198-34-0-10-01-007-00-A

Docket Number: 2010-968-EDX

Exempt Period: 2009-2018

Legal Description:
503 N. Cline Rd, Coffeyville, KS 67337
New building addition (10,000 sq/ft)
Project started 4/1/2008; Finished 07/1/2008

Is land acquisition associated with this exemption? Yes ____ No X

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? ____________

What was the purchase price of the land? ____________

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: ____________

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): ____________

Description of the improvement: 10,000 sq/ft addition to warehouse and personal property

Date of completion: 07-01-2008

Total square footage of the improvement: 10,000

Provide the total cost of the improvement attributable to the exemption under this docket number: $250,000

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: ____________

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for _____ for this parcel: ____________
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature [signature] Date: 02/03/2015

Name & Title: Tom Tipton, President Phone: 620-251-7033/515-1375

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

FOUR STATE MAINTENANCE SUPPLY, INC
25 Years of Service
PO Box 591 - 503 N. Cline RD.
COFFEYVILLE, KS 67337
(620) 251-7033

Community State Bank
1414 W. 11th - (620) 251-1313
Coffeyville, KS 67337
83-147/1011

168792

2/4/2015

PAY TO THE ORDER OF City of Coffeyville $ **100.00

One Hundred and 00/100** DOLLARS

City of Coffeyville
P.O. Box 1629
Coffeyville, KS 67337

FOUR STATE MAINTENANCE SUPPLY, INC.

MEMO

Tim D Roberts

AUTHORIZED SIGNATURE MP

Security features included. Details on back.

⑈168792⑈ ⑆101101471⑆ ⑈524115⑈

FOUR STATE MAINTENANCE SUPPLY, INC 168792

City of Coffeyville		2/4/2015	
640 · Legal & Professional	2014 Tax Abatement		100.00

Community State Ban	100.00

7/2008 New WH Addition

-35.5YD 4/30/2008(Dock footing/StemWall)	Coffeyville Concrete		$2,657.54	CK#11061	
-59.5YD 5/2008(Dock Floor/Footing)	Coffeyville Concrete		$4,654.53	CK#11393	
-85 YD	Coffeyville Concrete		$6,457.02	CK#11482	
-170 YD 7/1/2008(Main Floor)	Coffeyville Concrete		$15,127.00	CK#11698	
-34 YD 7/9/2008(Approach New Dock)	Coffeyville Concrete		$2,684.22	CK#11698	$31,580.31
Dock Base Levelers	Berry Material Handling	$505.14	$505.14	CK#VISA	
Dock Leveler System	Berry Material Handling	$2,678.83	$2,678.83		
Insulation for Floor	Diebolt Lumber		$3,714.55	CK#11282	$6,393.38
Remove and Landscape Dirt New Warehouse	Chris Isle		$1,240.00	Ck#11557	$35,160.10
Skylights/Trim/Base Trim	Miller Metals		$1,563.43	CK#11738	
Concrete Center Column	Dixon		$325.00	CK#11994	
Install New Phone Lines & Computer Lines	Dave's Phone Service		$796.64	CK#11996	
Ramp Guard & Stairs for new dock	Testerman		$840.00	CK#12062	
Misc Metal Trim	Lucas		$173.13		
Yellow Saftey Chain for Dock	Isham's 11/6/2008		$221.66		
	Total	**$225,885.98**	**$224,021.11**		
8/22/08 New Equipment for warehouse	JFJ Reality		$10,550.00		
9/29/08 Water Cooler	Lowes		$131.57		
9/25/08 Carpet Pole	HMS(Derailed Commodity)		$161.33		
9/17/08 Pallet Racking/2ea pickers	Best Warehouse		$2,020.00		
9/18/08 Pallet Racking/Grid,Tables	Tate Enterprises		$1,260.00		
9/29/08 Wire Grid	Tate Enterprises		$260.00		
9/23/08 Air Compressor/Etc.	Northern Tool		$1,086.71		
9/29/08 Clocks, Calculator	Sam's		$118.02		
4/7/08 Q1 Battery			$194.01		
3/18/08 5ea Q1	Tech for Less		$3,411.01		
3/18/08 Q1			$735.00		
4/08/08 Q1 Organizer			$640.72		
7/18/08 Benches			$2,807.84		
10/29/08 Crossbeams	Best Warehouse		$110.00	CK#12170	
9/11/2008 Steel for Work Bench	Atlas Steele		$1,486.68		
		Total	$24,972.89		

7/2008 New WH Addition

Grand Total **$248,994.00**

		SQ/FT
Warehouse		16000
Office		3040
New Warehouse		10000
	Total	29040
	Charged .43/SqFt	$8,200
	New Rent	$12,487.00

7/2008 New WH Addition

Grand Total **$248,994.00**

	SQ/FT
Warehouse	16000
Office	3040
New Warehouse	10000
Total	29040
Charged .43/SqFt	$8,200
New Rent	$12,487.00

Montgomery County Appraisers
PO Box 507
Independence, Kansas 67301

IRB'S EDX'S
2014 Estimate of Taxes

BUSINESS	DOCKET #	RETURN TO TAX ROLL	TAXING UNIT	ESTIMATE OF ASSESSED VALUE PERSONAL PROPERTY	ESTIMATE ASSESSED VALUE REAL ESTATE	LEVY	ESTIMATE OF TAX DOLLARS PERSONAL PROPERTY	ESTIMATE OF TAX DOLLARS REAL ESTATE
AMAZON.COM.KSDC.INC	2005-850-EDX	1/1/2015	11	91,888	0	0.136335	$12,527.55	$0.00
AMAZON.COM.KSDC.INC	2007-2014-EDX	1/1/2016	11	476,606	0	0.136335	$64,978.08	$0.00
CESSNA AIRCRAFT COMPANY	2006-2290-IRBX	1/1/2016	38	594,958	0	0.135690	$80,729.85	$0.00
CESSNA AIRCRAFT COMPANY	2006-2291-IRBX	1/1/2016	38	80,218	3,279,295	0.135690	$10,884.78	$444,967.54
CESSNA AIRCRAFT COMPANY	2007-2091-IRBX	1/1/2017	38	202,793	0	0.135690	$27,516.98	$0.00
CESSNA AIRCRAFT COMPANY	2008-1317-IRBX	1/1/2018	38	91,051	0	0.135690	$12,354.71	$0.00
CESSNA AIRCRAFT COMPANY	2013-1269-IRBX	1/1/2023	38	0	53,423	0.135690	$0.00	$7,248.97
CORNERSTONE WAREHOUSING	2010-8691-EDX	1/1/2020	108		120,255	0.174063		$20,931.95
FOUR STATE MAINTENANCE	2010-968-EDX	1/1/2019	105	0	54,910	0.173734	$0.00	$9,539.73
HACKNEY & SONS INC	2006-1593-EDX	1/1/2016	108	26799	0	0.174063	$4,664.71	$0.00
HACKNEY & SONS INC	2012-9644-EDX	12/31/2022	108		147,408	0.174063		$25,658.28
HARMON PROPERTIES	2005-1850-IRBX	1/1/2015	107	209	390,673	0.175031	$36.58	$68,379.89
KANSAS AVIATION	2008-2999-EDX	1/1/2017	38	26,913	0	0.135690	$3,651.82	$0.00
KANSAS AVIATION	2010-8944-EDX	1/1/2020	38	0	200,405	0.135690	$0.00	$27,192.95
MATCOR METAL FABRICATION	2008-1320-IRBX	1/1/2018	108	447,689	0	0.174063	$77,926.09	$0.00
SPEARS	2010-955-IRBX	1/1/2020	103	0	413,285	0.161227	$0.00	$66,632.70
TOTAL				2,039,124	4,659,654		$295,271.16	$670,552.01

PERSONAL PROPERTY TAX STATEMENT

NANCY CLUBINE
MONTGOMERY COUNTY TREASURER
P.O. Box 767
INDEPENDENCE, KS 67301
(620) 330-1100

9403

TAX YEAR	STATEMENT#	TAXPAYER ID	TAXPAYER NAME(S)
2014	2400708	FOUR0003	FOUR STATE MAINTENANCE

PROPERTY DETAILS

Owner..FOUR STATE MAINTENANCE   Unit.105-COFFEYVILLE CITY-USD445-CCC

Categories:	Value	Taxable	Penalty	Total Asd
MOTOR VEHICLES	40587	12176		12176
COMM & INDUST EQUIPMENT	3040	760		760
Total :	43627	12936		12936*

Vehicles:	VIN#	Value
2012 UD 2000 4X2	JNAL310H2CAK15008	40,587

Levy. 173.73400	1st Half	2nd Half	Total Tax
Personal Property Tax Amount	1123.71	1123.71	2247.42
GRAND TOTAL 2014 TAX STATEMENT	***1123.71***	***1123.71***	***2247.42***

PLEASE MAKE PAYMENT TO: MONTGOMERY COUNTY TREASURER
P.O. Box 767
INDEPENDENCE, KS 67301

TAX DISTRIBUTION SUMMARY

State...	19.41	City....	542.14	School..	576.41
County..	536.51	Township	.00	Library.	.00
Fire....	.00	Cemetery	.00	Other...	572.95

YOUR ASSESSED VALUE

The first $2300 in residential assessed value is exempt from the Statewide USD Mill Levy.

YOUR MILL LEVIES	YOUR TAXES

REVENUE FROM PROPERTY TAX LEVIES

16/20M TRUCKS TAX STATEMENT

NANCY CLUBINE
MONTGOMERY COUNTY TREASURER
P.O. Box 767
INDEPENDENCE, KS 67301
(620) 330-1100

9404

TAX YEAR	STATEMENT#	TAXPAYER ID	TAXPAYER NAME(S)
2014	6400145	FOUR0003	FOUR STATE MAINTENANCE

PROPERTY DETAILS

Levy.. 126.95100

Unit.. 105 COFFEYVILLE CITY-USD445-CCC

Year	Make/VIN#	Asd. Value	1st Half	2nd Half	Total Tax
2007	FORD		118.00	118.00	236.00
	1FTSW21P57EA60979	1859			

GRAND TOTAL 2014 TAX STATEMENT 118.00 118.00 236.00

PLEASE MAKE PAYMENT TO:
MONTGOMERY COUNTY TREASURER
P.O. Box 767
INDEPENDENCE, KS 67301

TAX DISTRIBUTION SUMMARY

State...	2.41	City....	60.69	School..	39.74
County..	65.46	Township	.00	Library.	.00
Fire....	.00	Cemetery	.00	Other...	67.70

YOUR ASSESSED VALUE

The first $2300 in residential assessed value is exempt from the Statewide USD Mill Levy.

YOUR MILL LEVIES	YOUR TAXES

REVENUE FROM PROPERTY TAX LEVIES

REAL ESTATE TAX STATEMENT

NANCY CLUBINE
MONTGOMERY COUNTY TREASURER
P.O. Box 767
INDEPENDENCE, KS 67301
(620) 330-1100

26576

TAX YEAR	STATEMENT#	TAXPAYER ID	TAXPAYER NAME(S)
2014	1424388	TTTE0001	LLC TTT ENTERPRISES

PROPERTY DETAILS

Owner..LLC TTT ENTERPRISES
Unit.COFFEYVILLE CITY-USD445-CCC
Legal.CC 009909

Parcel.105- 30160
CAMA #.198-34-0-10-01-007-00-0-01
see notes
Subdiv.C42 Blk. Lots.
Sec....34 Twn.34 Rng.16
Address. 503 N CLINE RD

Deed Information:
TTT ENTERPRISES, LLC
PO BOX 591
COFFEYVILLE, KS 67337

Values: Code.CU Land. 5548 Impr. 59165 Penalty. 0 Tax. 11242.86
Total Acres. 3.7 Ag Acres. 3.7

	1st Half	2nd Half	Total Tax
Levy. 173.73400			
Real Estate Tax Amount...........	5621.43	5621.43	11242.86
GRAND TOTAL 2014 TAX STATEMENT	***5621.43***	***5621.43***	***11242.86***

PLEASE MAKE PAYMENT TO:
MONTGOMERY COUNTY TREASURER
P.O. Box 767
INDEPENDENCE, KS 67301

TAX DISTRIBUTION SUMMARY

State...	97.07	City....	2712.12	School..	2883.55	Special Assessments	
County..	2683.85	Township	.00	Library.	.00	Total..	.00
Fire....	.00	Cemetery	.00	Other...	2866.27		

YOUR ASSESSED VALUE

Property Class	2013	2014	Value Change	% Change
Residential*	0	0	0	.0
Non-Residential	270,701	64,713	-205,988	-76.1
TOTAL	270,701	64,713	-205,988	-76.1

The first $2300 in residential assessed value is exempt from the Statewide USD Mill Levy.

YOUR MILL LEVIES / YOUR TAXES

Taxing Authority	Mill Levy 2013	Mill Levy 2014	% Chg	Taxes 2013	Taxes 2014	$ Chg	% Chg
STATE	1.50000	1.50000		96.75	97.07	.32	.3
COUNTY	40.64400	41.47300	2.0	2,621.56	2,683.85	62.29	2.4
STATEWIDE USD*	20.00000	20.00000		1,290.02	1,294.26	4.24	.3
USD 445	24.60600	24.55900	-.2	1,587.11	1,589.29	2.18	.1
Coffeyville City	42.00200	41.91000	-.2	2,709.18	2,712.12	2.94	.1
General Fund - CCC	42.03800	37.84400	-10.0	2,711.50	2,449.00	-262.50	-9.7
Capital Outlay - CCC	1.97400	1.99400	1.0	127.33	129.04	1.71	1.3
Rec Comm Employee Benefi	.30600	.30800	.7	19.74	19.93	.19	1.0
Recreation Commission	3.98500	2.99400	-24.9	257.04	193.75	-63.29	-24.6
Wildcat Ext. Dst. #14	1.16100	1.15200	-.8	74.89	74.55	-.34	-.5
TOTAL	178.21600	173.73400	-2.5	11,495.12	11,242.86	-252.26	-2.2

REVENUE FROM PROPERTY TAX LEVIES

Taxing Authority	From 2013	From 2014	$ Change	% Change
STATE	439,643.36	441,904.36	2,261.00	.5
COUNTY	11,953,316.37	12,216,810.10	263,493.73	2.2
STATEWIDE USD*	2,365,673.41	2,359,688.36	-5,985.05	-.3
USD 445	3,212,965.71	3,196,262.22	-16,703.49	-.5
Coffeyville City	2,060,066.10	2,043,173.55	-16,892.55	-.8
General Fund - CCC	6,981,644.03	6,248,742.05	-732,901.98	-10.5
Capital Outlay - CCC	327,840.81	329,276.08	1,435.27	.4
Rec Comm Employee Benefi	39,880.64	40,057.28	176.64	.4

4 STATE *Maintenance Supply*

PO BOX 591 COFFEYVILLE, KS 67337 PHONE 620-251-7033 FAX 620-251-0391

February 4, 2015

In Reference to the Tax Abatement application 4-State employed a total of 34 employees, 32 full time and 2 part time for 2014. In addition 4-State employs 1 individual through contract labor. This is a total of 35 people employed by 4-State in 2014.

The total wages paid by 4-State in 2014 was $1,279,537.81 of which $1,263,434.10 was full-time wages and $16,103.71 was part-time wages.

Thank you.
Tom Tipton, President

Employment Verification Report – 02/6/2015

4 State Maintenance Supply, Inc.

Number of Employees											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
23	24	26	26	26	26	27	28	29	29	29	29

** These numbers do not include 1 additional Contracted Employee who works for 4State Maintenance full time.
**Numbers do not include 3 employees that are responsible for facility maintenance and administrative support, as on IRS forms are listed as Triple T Employees (property owner).
**Numbers do not include 3 Temporary Contract Employees during summer ramp up.

Total Wages	$	1,279,537.81
Average Starting Wage	$	17.06
Average Starting Salary	$	35,485.00
Average Salary for FTE	$	41,937.37
Average Rate (PT)	$	9.25
% Local Employees		76%

Exhibit "A"

Four State Maintenance Supply, Inc.

Savings From Tax Exemption/ Incentive Benefit
Property Tax Exemption / Incentive- Ordinance No. S-09-05
6-Feb-15

Calendar Year	Base Employment 2008	New Job Creation Goal Per App	Cumulative Total Job Goal + Base	New Jobs Created to Date	Actual Avg. Total Employment To Date	Performance To Date Plus or Minus
2009	30	2	32	1	31	-1
2010	30	1	33	-1	29	-4
2011	30	1	34	-2	28	-6
2012	30	1	35	0	30	-5
2013	30	1	36	-2	28	-8
2014	30	1	37	-1	29	-8
2015	30	1	38			
2016	30	2	40			
2017	30	0	40			
2018	30	1	41			
Total	30	11	41	-5	29	

Exhibit "B"

Four State Maintenance Supply, Inc.

Savings From Tax Exemption/ Incentive Benefit

Property Tax Exemption / Incentive- Ordinance No. S-09-05

6-Feb-15

Calendar Year	Total Taxes That Would have Been Paid Without An Exemption	Actual Real Property Tax Paid	Actual Personal Property Tax Paid	Total Actual Real & Personal Property Tax Paid	Real & Personal Property Tax Savings From Exemption
2009	$ 24,819.14	$ 16,983.70	$ 2,216.12	$ 19,199.82	$ 5,619.32
2010	$ 25,020.96	$ 6,668.12	$ 8,817.28	$ 15,485.40	$ 9,535.56
2011	$ 26,435.18	$ 11,597.96	$ 5,524.04	$ 17,122.00	$ 9,313.18
2012	$ 25,717.48	$ 11,290.00	$ 5,272.72	$ 16,562.72	$ 9,154.76
2013	$ 29,965.52	$ 11,495.12	$ 8,684.56	$ 20,179.68	$ 9,785.84
2014	$ 23,266.01	$ 11,242.86	$ 2,483.42	$ 13,726.28	$ 9,539.73
2015				$ -	
2016				$ -	
2017				$ -	
2018				$ -	
Total	$ 155,224.29	$ 69,277.76	$32,998.14	$ 102,275.90	$ 52,948.39

Analysis of Jobs Created Versus Savings From Tax Exemptions

Combined Savings to Date from Tax Exemption	New Jobs Created to Date	Tax Exemption Per Job Created	Annual Savings Per Job Created
$ 52,948.39	-1	$ (52,948.39)	$ (17,649.46)

KANSAS DEPARTMENT OF LABOR
www.dol.ks.gov K-CNS 100 (Rev. 10-13)

QUARTERLY WAGE REPORT & UNEMPLOYMENT TAX RETURN

For Internal Use Only

To **avoid a penalty** this return must be postmarked or electronically submitted by the last day of the month after the quarter ending date. This report must be filed if you have an active account, even if you have No Wages or No Tax Due.

1. Business Name:	2. Employer Serial Number	3. Quarter Ending (MMDDYYYY)	Q	YYYY
FOUR STATE MAINTENANCE SU INC	1 9 9 6 2 1	0 3 3 1 2 0 1 4	1	2 0 1 4

8. Total Wages for THIS page ► 1 9 6 9 8 0 4 5 8 9 6 3 0 4 4

9. Number of continuation sheets attached: 1 (See Instructions)

11. For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. ► Month 1: 25 Month 2: 26 Month 3: 25 25

10. NAICS CODE: (For Internal Use Only)

22. I certify that the information on this return is true, correct and complete, to the best of my knowledge and belief.

YOUR COPY - DO NOT EXECUTE OR RETURN TO STATE

Phone Number

Date (MM DD YYYY)

12.	Total Wages from ALL pages If NO Wages were paid mark X Here	2 7 3 1 1 4 4 9
13.	Total Excess Wages from ALL Pages	9 3 2 6 4 4 1
14.	Compute Taxable Wages. (item 12 minus item 13)	179850 08
15.	Unemployment Tax Due. Multiply (Item 14 by Tax Rate) Tax Rate = 4.59%	8255 12
16.	SUTA Penalty Rate (See Instructions) Penalty Rate = 0.00%	0 00
17.	Late Filing Penalty (See Instructions)	0 00
18.	Interest on Late Payment (See Instructions)	0 00
19.	Prior amount due	0 00
20.	Prior Overpayment	0 00
21.	Total Due. If tax is $5 or more, pay to KANSAS EMPLOYMENT SECURITY FUND	8255 12

NOTICE: By submitting your payment by check, you are consenting to the department processing your check by using your routing numbers to initiate an electronic funds transfer. If you do not want to electronically transfer funds from your bank account, you must pay by money order or credit card.

(Please refer to instructions on back for assistance with completing each item)

23. Check if this is your final wage report.

FILE ONLINE AT: www.KansasEmployer.gov OR RETURN TO: Kansas Department of Labor P.O. Box 400, Topeka, KS 66601-0400

KANSAS DEPARTMENT OF LABOR
www.dol.ks.gov K-CNS 100 (Rev. 10-13)

QUARTERLY WAGE REPORT & UNEMPLOYMENT TAX RETURN

For Internal Use Only

To **avoid a penalty** this return must be postmarked or electronically submitted by the last day of the month after the quarter ending date. This report must be filed if you have an active account, even if you have No Wages or No Tax Due.

1. Business Name:	2. Employer Serial Number	3. Quarter Ending (MMDDYYYY)	Q	YYYY
FOUR STATE MAINTENANCE SU INC	1 9 9 6 2 1	0 6 3 0 2 0 1 4	2	2 0 1 4

8. Total Wages for THIS page ► 2 0 2 1 6 9 9 3 1 9 7 5 1 9 9 4

9. Number of continuation sheets attached: 1 (See Instructions)

11. For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. ► Month 1: 26 Month 2: 27 Month 3: 26

26

10. NAICS CODE: (For Internal Use Only)

22. I certify that the information on this return is true, correct and complete, to the best of my knowledge and belief.

YOUR COPY - DO NOT EXECUTE OR RETURN TO STATE

Phone Number

Date M M D D Y Y Y Y

Unemployment Tax / Additions/Deductions

12.	Total Wages from ALL pages If NO Wages were paid mark X Here	3 0 0 8 8 7 4 8	
13.	Total Excess Wages from ALL Pages	2 6 0 8 4 8 7 5	
14.	Compute Taxable Wages. (item 12 minus item 13)	40038	73
15.	Unemployment Tax Due. Multiply (Item 14 by Tax Rate) Tax Rate = 4.59%	1837	78
16.	SUTA Penalty Rate (See Instructions) Penalty Rate = 0.00%	0	00
17.	Late Filing Penalty (See Instructions)	0	00
18.	Interest on Late Payment (See Instructions)	0	00
19.	Prior amount due	0	00
20.	Prior Overpayment	0	00
21.	Total Due. If tax is $5 or more, pay to KANSAS EMPLOYMENT SECURITY FUND	1837	78

NOTICE: By submitting your payment by check, you are consenting to the department processing your check by using your routing numbers to initiate an electronic funds transfer. If you do not want to electronically transfer funds from your bank account, you must pay by money order or credit card.

23. Check if this is your final wage report.

(Please refer to Instructions on back for assistance with completing each item)

FILE ONLINE AT: www.KansasEmployer.gov OR RETURN TO: Kansas Department of Labor P.O. Box 400, Topeka, KS 66601-0400

KANSAS DEPARTMENT OF LABOR
www.dol.ks.gov K-CNS 100 (Rev. 10-13)

For Internal Use Only

QUARTERLY WAGE REPORT & UNEMPLOYMENT TAX RETURN

To **avoid a penalty** this return must be postmarked or electronically submitted by the last day of the month after the quarter ending date. This report must be filed if you have an active account, even if you have No Wages or No Tax Due.

1. Business Name:	2. Employer Serial Number	3. Quarter Ending (MMDDYYYY)	Q	YYYY
FOUR STATE MAINTENANCE SU INC	199621	09302014	3	2014

8. Total Wages for THIS page ► 18877689 18877689

9. Number of continuation sheets attached: 1 (See Instructions)

11. For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. ► Month 1: 26 Month 2: 26 Month 3: 26

26

10. NAICS CODE: (For Internal Use Only)

12. Total Wages from ALL pages If NO Wages were paid mark X Here		30440463
13. Total Excess Wages from ALL Pages		28105046
14. Compute Taxable Wages. (item 12 minus item 13)	23354	17
15. Unemployment Tax Due. Multiply (Item 14 by Tax Rate) Tax Rate = 4.59%	1071	96
16. SUTA Penalty Rate (See Instructions) Penalty Rate = 0.00%	0	00
17. Late Filing Penalty (See Instructions)	0	00
18. Interest on Late Payment (See Instructions)	0	00
19. Prior amount due	0	00
20. Prior Overpayment	0	00
21. Total Due. If tax is $5 or more, pay to KANSAS EMPLOYMENT SECURITY FUND	1071	96

22. I **certify** that the information on this return is true, correct and complete, to the best of my knowledge and belief.

YOUR COPY - DO NOT EXECUTE OR RETURN TO STATE

Phone Number

Date M M D D Y Y Y Y

NOTICE: By submitting your payment by check, you are consenting to the department processing your check by using your routing numbers to initiate an electronic funds transfer. If you do not want to electronically transfer funds from your bank account, you must pay by money order or credit card.

23. Check if this is your final wage report.

(Please refer to Instructions on back for assistance with completing each item)

FILE ONLINE AT: www.KansasEmployer.gov OR RETURN TO: Kansas Department of Labor P.O. Box 400, Topeka, KS 66601-0400

KANSAS DEPARTMENT OF LABOR
www.dol.ks.gov K-CNS 100 (Rev. 10-13)

For Internal Use Only

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QUARTERLY WAGE REPORT & UNEMPLOYMENT TAX RETURN

To **avoid a penalty** this return must be postmarked or electronically submitted by the last day of the month after the quarter ending date. This report must be filed if you have an active account, even if you have No Wages or No Tax Due.

1. Business Name:	2. Employer Serial Number	3. Quarter Ending (MMDDYYYY)	Q YYYY
FOUR STATE MAINTENANCE SU INC	1 9 9 6 2 1	1 2 3 1 2 0 1 4	4 2 0 1 4

4. Social Security Number 5. Employee Last Name First Name MI 6. Total Wages 7. Total Taxable Wages

8. Total Wages for THIS page ► 1 5 1 8 1 4 0 5   1 4 1 1 2 1 3 2

9. Number of continuation sheets attached: 1 (See Instructions)

11. For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month. ► Month 1: 25 Month 2: 26 Month 3: 26

26

10. NAICS CODE:
(For Internal Use Only)

22. I certify that the information on this return is true, correct and complete, to the best of my knowledge and belief.

YOUR COPY - DO NOT EXECUTE OR RETURN TO STATE

Phone Number

Date (MM DD YYYY)

Calculate Tax / Additions/Deductions

12.	Total Wages from ALL pages If NO Wages were paid mark X Here	3 0 8 5 3 3 9 6
13.	Total Excess Wages from ALL Pages	2 9 5 9 5 6 8 6
14.	Compute Taxable Wages. (item 12 minus item 13)	12577 10
15.	Unemployment Tax Due. Multiply (Item 14 by Tax Rate) Tax Rate = 4.59%	577 29
16.	SUTA Penalty Rate (See Instructions) Penalty Rate = 0.00%	0 00
17.	Late Filing Penalty (See Instructions)	0 00
18.	Interest on Late Payment (See Instructions)	0 00
19.	Prior amount due	0 00
20.	Prior Overpayment	0 00
21.	Total Due. If tax is $5 or more, pay to KANSAS EMPLOYMENT SECURITY FUND	577 29

NOTICE: By submitting your payment by check, you are consenting to the department processing your check by using your routing numbers to initiate an electronic funds transfer. If you do not want to electronically transfer funds from your bank account, you must pay by money order or credit card.

(Please refer to instructions on back for assistance with completing each item)

23. Check if this is your final wage report.

FILE ONLINE AT: www.KansasEmployer.gov OR RETURN TO: Kansas Department of Labor P.O. Box 400, Topeka, KS 66601-0400

Employment Verification Report – 02/6/2015

4 State Maintenance Supply, Inc.

Number of Employees											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
23	24	26	26	26	26	27	28	29	29	29	29

** These numbers do not include 1 additional Contracted Employee who works for 4State Maintenance full time.
**Numbers do not include 3 employees that are responsible for facility maintenance and administrative support, as on IRS forms are listed as Triple T Employees (property owner).
**Numbers do not include 3 Temporary Contract Employees during summer ramp up.

Total Wages	$	1,279,537.81
Average Starting Wage	$	17.06
Average Starting Salary	$	35,485.00
Average Salary for FTE	$	41,937.37
Average Rate (PT)	$	9.25
% Local Employees		76%

Exhibit "A"

Four State Maintenance Supply, Inc.

Savings From Tax Exemption/ Incentive Benefit
Property Tax Exemption / Incentive- Ordinance No. S-09-05
6-Feb-15

Calendar Year	Base Employment 2008	New Job Creation Goal Per App	Cumulative Total Job Goal + Base	New Jobs Created to Date	Actual Avg. Total Employment To Date	Performance To Date Plus or Minus
2009	30	2	32	1	31	-1
2010	30	1	33	-1	29	-4
2011	30	1	34	-2	28	-6
2012	30	1	35	0	30	-5
2013	30	1	36	-2	28	-8
2014	30	1	37	-1	29	-8
2015	30	1	38			
2016	30	2	40			
2017	30	0	40			
2018	30	1	41			
Total	30	11	41	-5	29	

Exhibit "B"

Four State Maintenance Supply, Inc.

Savings From Tax Exemption/ Incentive Benefit
Property Tax Exemption / Incentive- Ordinance No. S-09-05
6-Feb-15

Calendar Year	Total Taxes That Would have Been Paid Without An Exemption	Actual Real Property Tax Paid	Actual Personal Property Tax Paid	Total Actual Real & Personal Property Tax Paid	Real & Personal Property Tax Savings From Exemption
2009	$ 24,819.14	$ 16,983.70	$ 2,216.12	$ 19,199.82	$ 5,619.32
2010	$ 25,020.96	$ 6,668.12	$ 8,817.28	$ 15,485.40	$ 9,535.56
2011	$ 26,435.18	$ 11,597.96	$ 5,524.04	$ 17,122.00	$ 9,313.18
2012	$ 25,717.48	$ 11,290.00	$ 5,272.72	$ 16,562.72	$ 9,154.76
2013	$ 29,965.52	$ 11,495.12	$ 8,684.56	$ 20,179.68	$ 9,785.84
2014	$ 23,266.01	$ 11,242.86	$ 2,483.42	$ 13,726.28	$ 9,539.73
2015				$ -	
2016				$ -	
2017				$ -	
2018				$ -	
Total	$ 155,224.29	$ 69,277.76	$32,998.14	$ 102,275.90	$ 52,948.39

Analysis of Jobs Created Versus Savings From Tax Exemptions

Combined Savings to Date from Tax Exemption	New Jobs Created to Date	Tax Exemption Per Job Created	Annual Savings Per Job Created
$ 52,948.39	-1	$ (52,948.39)	$ (17,649.46)

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

<table>
<tr><td>MEETING DATE</td><td colspan="2">February 10, 2015</td></tr>
<tr><td>RESOLUTION OR ORDINANCE NUMBER</td><td colspan="2">R-15-15</td></tr>
<tr><td>AGENDA TITLE</td><td colspan="2">EPA Brownfields Grants Environmental Professional Consultant Agreement.</td></tr>
<tr><td>REQUESTING DEPT.</td><td colspan="2">Engineering Department</td></tr>
<tr><td>PRESENTER</td><td colspan="2">Chuck Shively, Director of Public Works</td></tr>
<tr><td rowspan="4">FISCAL INFORMATION</td><td>Cost as recommended:</td><td>$375,000.00 (EPA approved maximum all grants combined)</td></tr>
<tr><td>Budget Line Item:</td><td>N/A</td></tr>
<tr><td>Balance Available</td><td>Funded by 3 EPA Brownfields Grants</td></tr>
<tr><td>New Appropriation Required:</td><td>[ ] Yes [X] No</td></tr>
<tr><td>PURPOSE</td><td colspan="2">To enter into a consulting agreement with an Environmental Professional Consultant for services necessary to complete the projects included in the 2 EPA approved Work Plans and Cooperative Agreements for the 3 EPA Brownfields Grants.</td></tr>
<tr><td>BACKGROUND</td><td colspan="2">The Leadership Coffeyville Class of 2012 initiated a project to develop a series of bike trails to connect the community parks and provide an alternate, safe route to each.

Through the collaborative efforts of the Leadership Class of 2012, the City of Coffeyville, Sherwin Williams Company, Coffeyville Area Community Foundation, Coffeyville Recreation Commission, and the Coffeyville Community Enhancement Foundation (CCEF), a bike trial route was determined.

The plan is to complete the project in phases. Phase 1 begins at 4th Street, east of the Sherwin Williams Plant, along an abandoned rail line, traveling north until the rail line splits. The CCEF has ownership of that portion of the property and is pursuing adjacent properties for continuation of the subsequent phases of the trails.</td></tr>
</table>

BACKGROUND (CONTINUED)	This area has been determined to have contaminated soil, and therefore requires remediation to be completed. Remediation could include "capping" the area with appropriate material with a concrete cap on top forming an all-weather walking/biking trail. Two sources of possible grant funding were identified through the Environmental Protection Agency, which include an EPA Brownfields Assessment Grant and an EPA Brownfields Cleanup Grant. Additional State, Federal, and private grants are being sought. On January 14, 2014 the City Commission held a Public Hearing required for submittal of the applications to the EPA Brownfields Grant Program. Several months ago we were notified that we had been awarded 3 EPA Brownfields grants. • A $200,000 Brownfields Assessment Grant for Petroleum awarded to the City of Coffeyville. • A $200,000 Brownfields Assessment Grant for Hazardous Substances awarded to the City of Coffeyville. • A $200,000 Brownfields Clean-Up Grant awarded to the Coffeyville Community Enhancement Foundation. The two assessment grants will fund Phase 1 & Phase 2 Environmental Assessments on properties in Coffeyville, with particular targets in the Downtown area and the proposed walk/bike trail area. The assessment grants can also be used for clean-up planning. The Clean-Up grant will fund environmental clean-up and construction of the trail. Since receiving notice of the grant awards, City Staff has been working with EPA to complete our Cooperative Agreements and Work Plans for the grants. The two assessment grants have been combined into 1 agreement and one work plan. The Clean-up grant will be administered by the City of Coffeyville on behalf of the CCEF. Once the agreements and work plans were approved by the EPA, staff began the consultant selection process by sending our Requests for Qualifications to potential qualified consultants. A 5 person selection committee was established, which included representation from the City of Coffeyville, Leadership Coffeyville, and the Coffeyville Area Community Foundation. The selection committee reviewed the Statements of Qualifications submitted by 10 different consultants, and narrowed the field to 4 for interviews. From those, after interviews, the selection committee selected Olsson Associates as our preferred consultant for the projects.

SPECIAL NOTES	N/A
ANALYSIS	The City Attorney and City Staff are working with Olsson Associates to negotiate the terms of the two consultant agreements. One agreement is between Olsson Associates and the City of Coffeyville for the combined assessment grants. The other agreement is between Olsson Associates and the City of Coffeyville for the clean-up grant (on behalf of the Coffeyville Community Enhancement Foundation). The proposed consultant fees for both agreements combined are less than approved in the respective Work Plan budgets combined. That indicates that we should be able to complete more work than originally estimated and approved by EPA. Since we are still working out the final terms and conditions of the proposed agreements, we recommend approval of the agreements contingent upon working out final agreements acceptable to the City Attorney and City Staff.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Authorize execution of an Agreement for Professional Services between Olsson Associates and the City of Coffeyville for the EPA Brownfields Assessment Grants, contingent upon working out a final agreement acceptable to the City Attorney and City Staff. Authorize execution of an Agreement for Professional Services between Olsson Associates and the City of Coffeyville for the EPA Brownfields Clean-up Grant, contingent upon working out a final agreement acceptable to the City Attorney and City Staff.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-15-15

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH OLSSON ASSOCIATES FOR THE TWO EPA BROWNFIELDS ASSESSMENT GRANTS AND AN AGREEMENT FOR PROFESSIONAL SERVICES WITH OLSSON ASSOCIATES FOR THE EPA BROWNFIELDS CLEAN-UP GRANT, IN A COMBINED TOTAL AMOUNT NOT TO EXCEED $375,000.

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 agreement for Professional Services with Olsson Associates for the two EPA Brownfields Assessment Grants and an agreement for Professional Services with Olsson Associates for the EPA Brownfields Clean-up Grant, in a combined total amount not to exceed $375,000.

ADOPTED THIS 10TH DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	02/10/2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-16	
AGENDA TITLE	Submittal of Airport Capital Improvement Plan (ACIP)	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Engineering Technician	
FISCAL INFORMATION	Cost as recommended:	
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To present FY 2016 - FY 2018 ACIP submission to FAA for final commission approval.	
BACKGROUND	The FAA each year awards $150,000 in entitlement funds to the City to be used to complete airport improvement projects with a 10% match from the city. These funds can be banked for up to 4 years for a total of $600,000 of FAA Funds. Each year in February the city submits an updated ACIP to the FAA. It is from this submittal that project funding is approved for use.	
SPECIAL NOTES	All FAA funds are to be used with a 10% match from the City.	

ANALYSIS	In discussion between Staff, we looked at last year's ACIP update (see attached documents). Due to lack of airport funds available for City match, Staff reprioritized the listed projects focusing on preserving what we have versus adding new runways, taxiways, buildings, etc. to our airport, which we would have to maintain in the future. On January 13, 2015, staff received approval on the priority order from the commission and had the appropriate data sheets filled out and engineer estimates performed.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends that we submit the attached 2016-2018 ACIP as presented. FY 2016. Paving of entrance streets E industrial, D industrial and B industrial, as well as 2nd industrial from B industrial to E industrial. 2017. Crack Seal and asphalt overlay of Parallel Taxiway 4-22. 2018. Runway 17-35 crack seal, overlay, and pavement markings. 2019. Runway 4-22 crack seal, overlay, and pavement markings. 2020. Parallel Taxiway Runway 17 Extension. 2021. Security Improvements. 2022. Concrete Apron Removal. 2023. Taxiway #1 Extension. 2024. New 10 T-hangers and taxiways. 2025. New 10 T-hangers and taxiways.
REFERENCE DOCUMENTS ATTACHED	Coffeyville 2016-2018 ACIP.pdf

RESOLUTION NO. R-15-16

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 FY2016-FY2018 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 Airport Capital Improvement Plan (ACIP) Data Sheets, attached hereto, to the Federal Aviation Administration (FAA) for consideration for funding from the FAA FY2016-FY2018 Airport Capital Improvement Plan.

ADOPTED THIS 10th DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

Coffeyville Municipal Airport, KS — Airport | CFV — FAA Identifier

FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP)

PRE-APPLICATION FFY 2016

CHECKLIST

Please attach the following documents with your application:

☒ Sponsor Identification Sheet for the Airport
☒ CIP Data Sheet (one for **each** project listed in the first 3 years of the CIP) and detailed cost estimate for each data sheet.
☒ 5-year Capital Improvement Program (CIP)
☒ Long Range Needs Assessment
☒ Verification of an updated ALP (when applying for new construction of buildings or airfield expansion)
☒ Verification of completed environmental processing in accordance with NEPA (either an Environmental Assessment FONSI date or a Categorical Exclusion acceptance).
☐ Verification of completed land acquisition or signed purchase agreement.
☒ Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
☐ If requesting Federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 & 5 of the Airport Winter Safety and Operations, Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment, AC 150/5220-20 showing the minimum equipment needed, along with the ACIP Data Sheet. Include a copy of a completed FAA Snow Plow Design Spreadsheet (request from our office).
☐ If requesting Federal assistance for general aviation apron expansion, include a copy of a completed GA Apron Design spreadsheet (request from our office).
☐ **If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.**
☐ For revenue-producing facilities (i.e., **fueling facilities and hangars**), please submit:

1) **a statement that airside development needs are met or include a financial plan to fund airside needs over the next 3 years;**
2) **a statement that all runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach), and;**
3) **justification for the project.**

☒ SAM (https://www.sam.gov/) Registration is up-to-date.

Please email application and supporting documents to jeff.deitering@faa.gov

Hardcopies may be snailmailed to

FAA Airports Division, ACE-611D
Attn: Jeffrey D. Deitering, P.E.
901 Locust, Room 364
Kansas City, MO 64106

FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP)

PRE-APPLICATION FFY 2016

AIRPORT SPONSOR IDENTIFICATION

***** PLEASE ONLY SUBMIT IF YOU HAVE CHANGES FROM PREVIOUS YEAR *****

Airport Name: Coffeyville Municipal Airport

Airport Sponsor Name: City of Coffeyville, Kansas

Contact Person: Chuck Shively Title: Director of Public Works

Complete Mailing Address: 11 E 2nd Street

Coffeyville KS 67337 Daytime Phone: 620-252-6007

City State ZIP Code

E-mail Address: cshively@coffeyville.com FAX Number: 620-252-6175

U.S. Congressional District Number: KS-2

Tax Identification Number: 48-6043317

Dun and Bradstreet Number (DUNS): 045253143

You MUST have a current System for Award Management (SAM) registration to receive a grant
Register at https://www.sam.gov

Please email application and supporting documents to jeff.deitering@faa.gov

Hardcopies may be snailmailed to

FAA Airports Division, ACE-611D
Attn: Jeffrey D. Deitering, P.E.
901 Locust, Room 364
Kansas City, MO 64106

FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM
(CIP)

Airport Name: Coffeyville Municipal Airport, KS (CFV)　　Telephone: 620-252-6007

Prepared By: Chuck Shively　　Date Approved: ____________

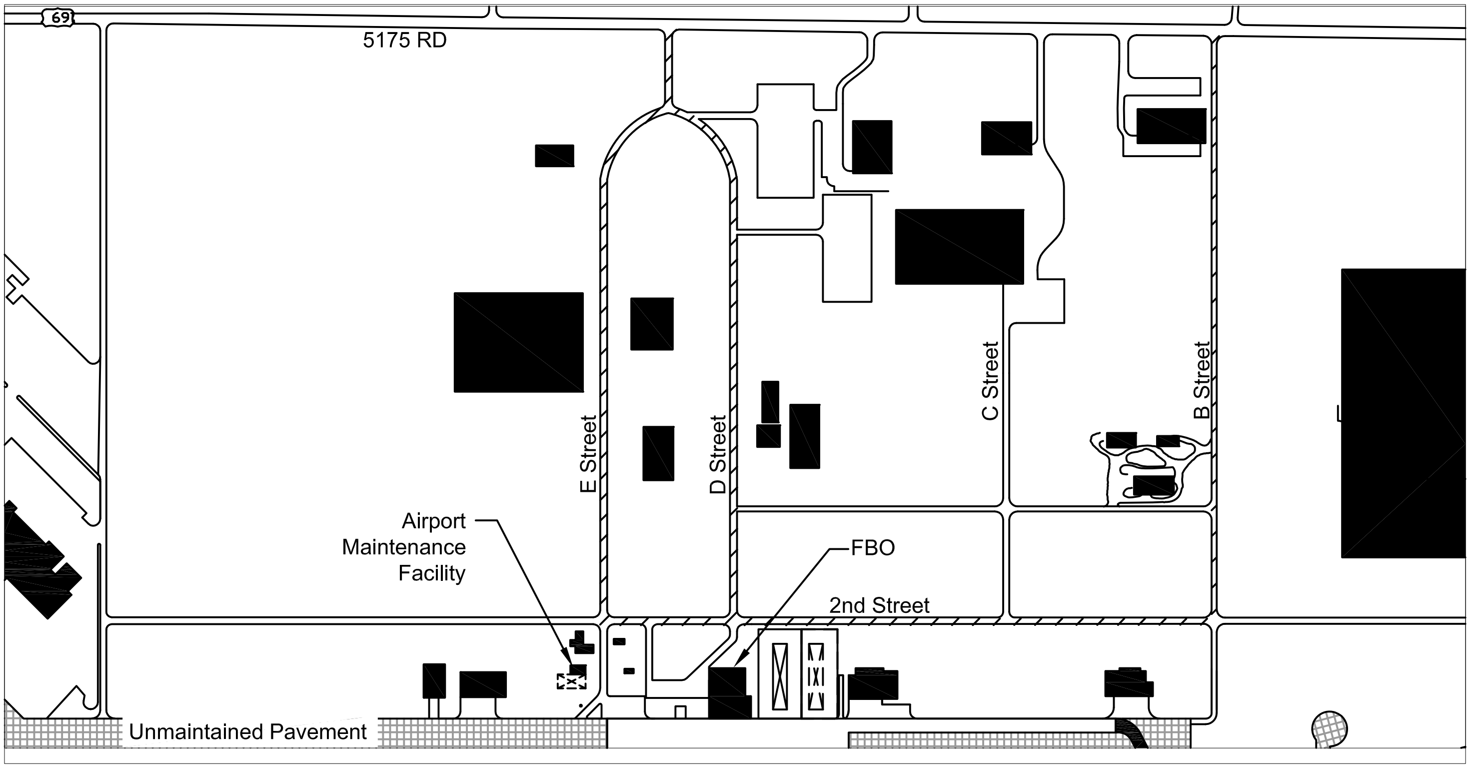
Date Prepared: 1/25/2015

Project Description	Funding Source	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Rehabilitate Airport Entrance Streets, E, D, B, & 2nd from B to E	Federal	$ 659,769	$	$	$	$
	State	$	$	$	$	$
	Local	$ 73,308	$	$	$	$
	Total	$ 733,076	$	$	$	$
Overlay Taxiway To Runway 22 from Runway 17-35	Federal	$	$ 486,956	$	$	$
	State	$	$	$	$	$
	Local	$	$ 54,106	$	$	$
	Total	$	$ 541,063	$	$	$
Runway 17-35 Overlay	Federal	$	$	$ 1,619,426	$	$
	State	$	$	$	$	$
	Local	$	$	$ 179,936	$	$
	Total	$	$	$ 1,799,363	$	$
Runway 4-22 Overlay	Federal	$	$	$	$ 991,190	$
	State	$	$	$	$	$
	Local	$	$	$	$ 110,132	$
	Total	$	$	$	$ 1,101,323	$
Parallel Taxiway Extenstion	Federal	$	$	$	$	$ 696,488
	State	$	$	$	$	$
	Local	$	$	$	$	$ 77,388
	Total	$	$	$	$	$ 773,875
	Federal	$	$	$	$	$
	State	$	$	$	$	$
	Local	$	$	$	$	$
	Total	$	$	$	$	$

ACIP DATA SHEET

AIRPORT	COFFEYVILLE MUNICIPAL AIRPORT	LOCID	CFV	LOCAL PRIORITY	1
PROJECT DESCRIPTION	REHABILITATE AIRPORT ENTRANCE STREETS E, D, B, & 2nd from B to E			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	FY-2016

SKETCH:



JUSTIFICATION:

The existing airport entrance asphalt pavement is in poor condition. By repairing the cracks and joints and placing a 2 inch asphalt overlay, the pavement life will be extended by many years. This will include entrance streets E, D, and B, as well as 2nd Street from B to E Streets.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 659,769 State $ 0 Local (10%) $ 73,308 Total $ 733,076

SPONSOR'S VERIFICATION: For each and every project as applicable	Date	(see instruction sheet)
	2012	-- 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
FAA USE ONLY	______	-- Date of pavement maintenance program
FAA Verification: (initial/date)	______	-- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
	______	-- Apron sizing worksheet (for apron projects)
	______	-- Revenue producing facilities (for fuel farms, hangars, etc.)
	______	-- Date statement submitted for completed airside development
	______	-- Date statement submitted for runway approaches are clear of obstructions

SPONSOR'S SIGNATURE: ______________________ DATE: ______________

PRINTED NAME: Jim Falkner TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

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

COFFEYVILLE MUNICIPAL AIRPORT

COFFEYVILLE, KANSAS

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

January 25, 2015

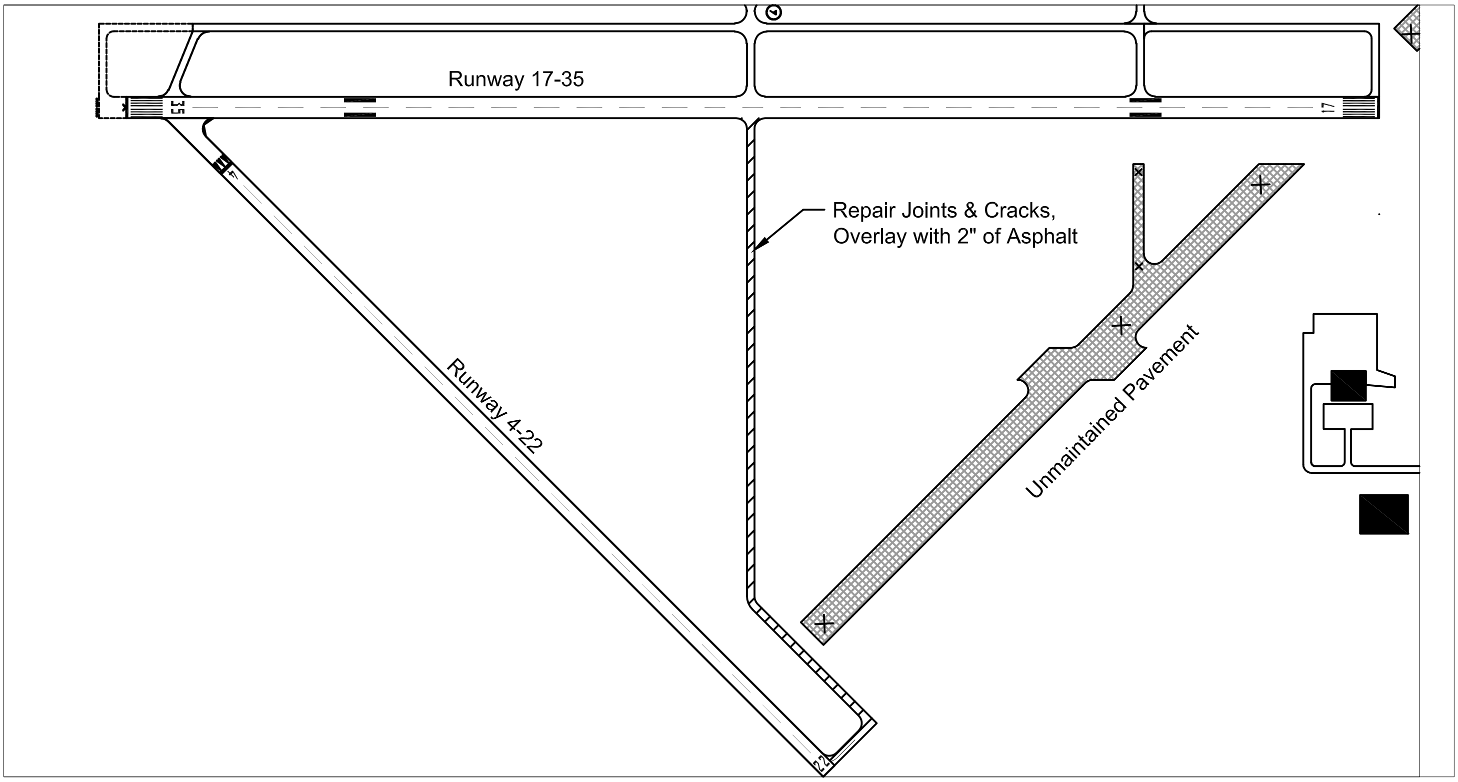
Entrance Road E, D, B, and 2nd from B to E, Overlay

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	LOCAL COST (10%)	FAA COST (90%)	**TOTAL**
1	Mobilization	L.S.	1	$90,000.00	$9,000.00	$81,000.00	$90,000.00
2	Crack and Joint Repair	L.F.	12,230	$2.10	$2,568.30	$23,114.70	$25,683.00
3	Asphalt Milling	S.Y.	21,660	$2.00	$6,822.90	$61,406.10	$68,229.00
4	Bituminous Tack	Gal.	3,250	$1.50	$6,822.90	$61,406.10	$68,229.00
5	Seperation Geotextile Fabric	S.Y.	21,660	$2.00	$4,332.00	$38,988.00	$43,320.00
6	2" Asphalt Pavement Overlay	Tons	2,550	$110.00	$28,050.00	$252,450.00	$280,500.00
7	Pavement Markings	S.F.	3,500	$3.00	$1,050.00	$9,450.00	$10,500.00
				Construction Subtotal	$58,646.10	$527,814.90	$586,461.00
	Administration, Legal, Engineering, Testing & Inspection (25%)				$14,661.53	$131,953.73	$146,615.25
				TOTAL PROJECT COSTS	**$73,308**	**$659,769**	**$733,076**

ACIP DATA SHEET

	COFFEYVILLE MUNICIPAL AIRPORT	CFV		2
	Overlay Taxiway to Runway 22 from Runway 17-35			FY-2017

SKETCH:



JUSTIFICATION:

The existing Taxiway to Runway 22 asphalt pavement is in poor condition. By repairing the cracks and joints and placing a 2 inch asphalt overlay, the pavement life will be extended by many years.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 486,956 State $ 0 Local (10%) $ 54,106 Total $ 541,063

SPONSOR'S VERIFICATION: For each and every project as applicable

Date	(see instruction sheet)
2012	-- 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, hangars, etc.)
______	-- Date statement submitted for completed airside development
______	-- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

SPONSOR'S SIGNATURE: ______________________ DATE: ______________

PRINTED NAME: Jim Falkner TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

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

COFFEYVILLE MUNICIPAL AIRPORT

COFFEYVILLE, KANSAS

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

January 25, 2015

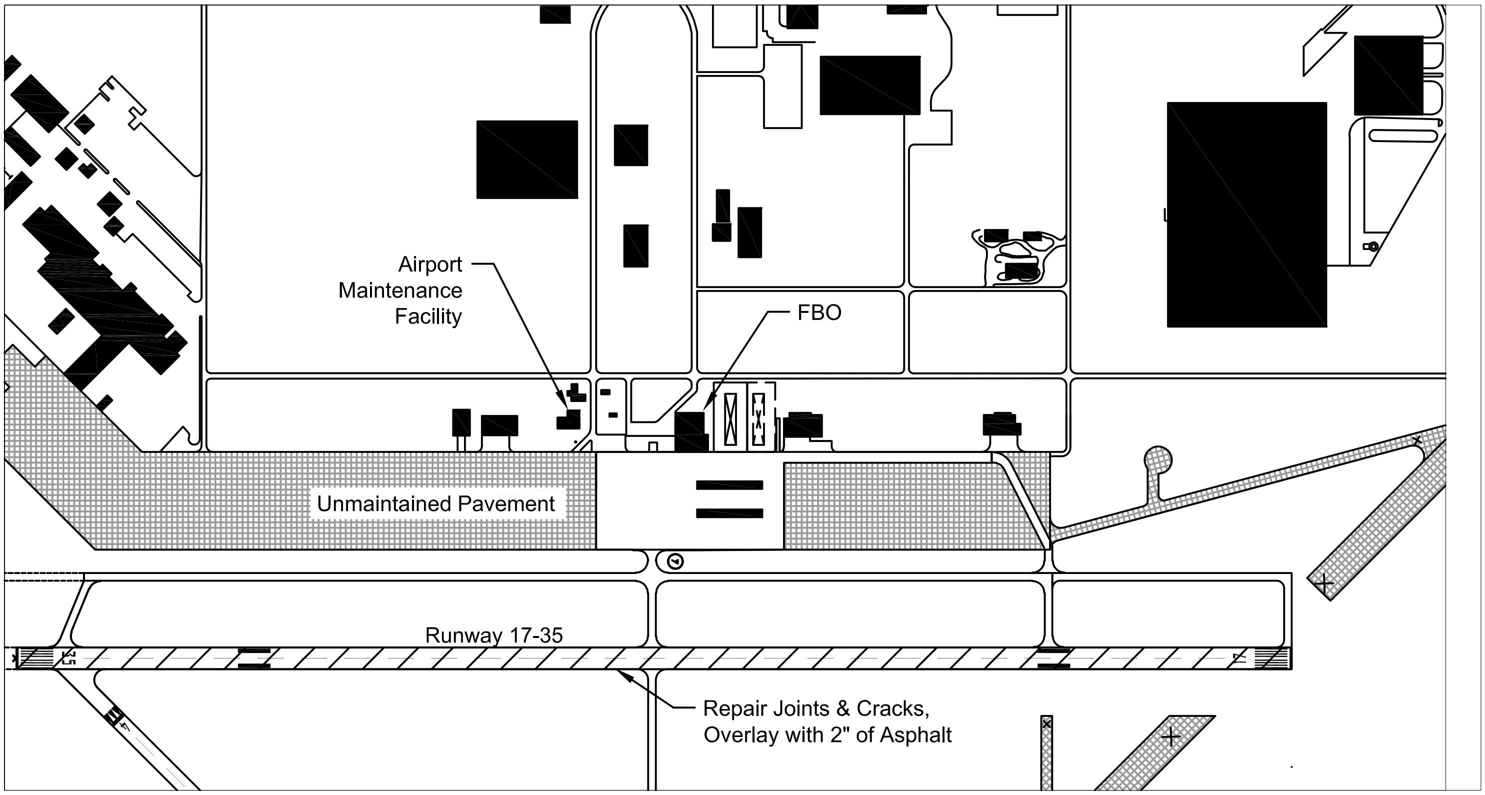
Taxiway to Runway 22 from Runway 17-35

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	LOCAL COST (10%)	FAA COST (90%)	**TOTAL**
1	Mobilization	L.S.	1	$45,000.00	$4,500.00	$40,500.00	$45,000.00
2	Temporary Marking & Barricades	L.S.	1	$10,000.00	$1,000.00	$9,000.00	$10,000.00
3	Crack and Joint Repair	L.F.	6,920	$2.10	$1,453.20	$13,078.80	$14,532.00
4	Asphalt Milling	S.Y.	13,180	$2.00	$6,822.90	$61,406.10	$68,229.00
5	Bituminous Tack	Gal.	1,980	$1.50	$6,822.90	$61,406.10	$68,229.00
6	Seperation Geotextile Fabric	S.Y.	13,180	$2.00	$2,636.00	$23,724.00	$26,360.00
7	2" Asphalt Pavement Overlay	Tons	1,550	$110.00	$17,050.00	$153,450.00	$170,500.00
8	Pavement Markings	S.F.	10,000	$3.00	$3,000.00	$27,000.00	$30,000.00
				Construction Subtotal	$43,285.00	$389,565.00	$432,850.00
	Administration, Legal, Engineering, Testing & Inspection (25%)				$10,821.25	$97,391.25	$108,212.50
				TOTAL PROJECT COSTS	**$54,106**	**$486,956**	**$541,063**

ACIP DATA SHEET

AIRPORT	COFFEYVILLE MUNICIPAL AIRPORT	LOCID	CFV	LOCAL PRIORITY	3
PROJECT DESCRIPTION	RUNWAY 17-35 OVERLAY			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	FY-2018

SKETCH:



JUSTIFICATION:

The existing Runway 17-35 asphalt pavement is in poor condition. By repairing the cracks and joints and placing a 2 inch asphalt overlay, the pavement life will be extended by many years. This will allow for continued operation of the primary runway at CFV for many years to come.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 1,619,426 State $ 0 Local (10%) $ 179,936 Total $ 1,799,363

SPONSOR'S VERIFICATION: For each and every project as applicable

Date	(see instruction sheet)
2012	-- 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, hangars, 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: Jim Falkner TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

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

COFFEYVILLE MUNICIPAL AIRPORT

COFFEYVILLE, KANSAS

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

January 25, 2015

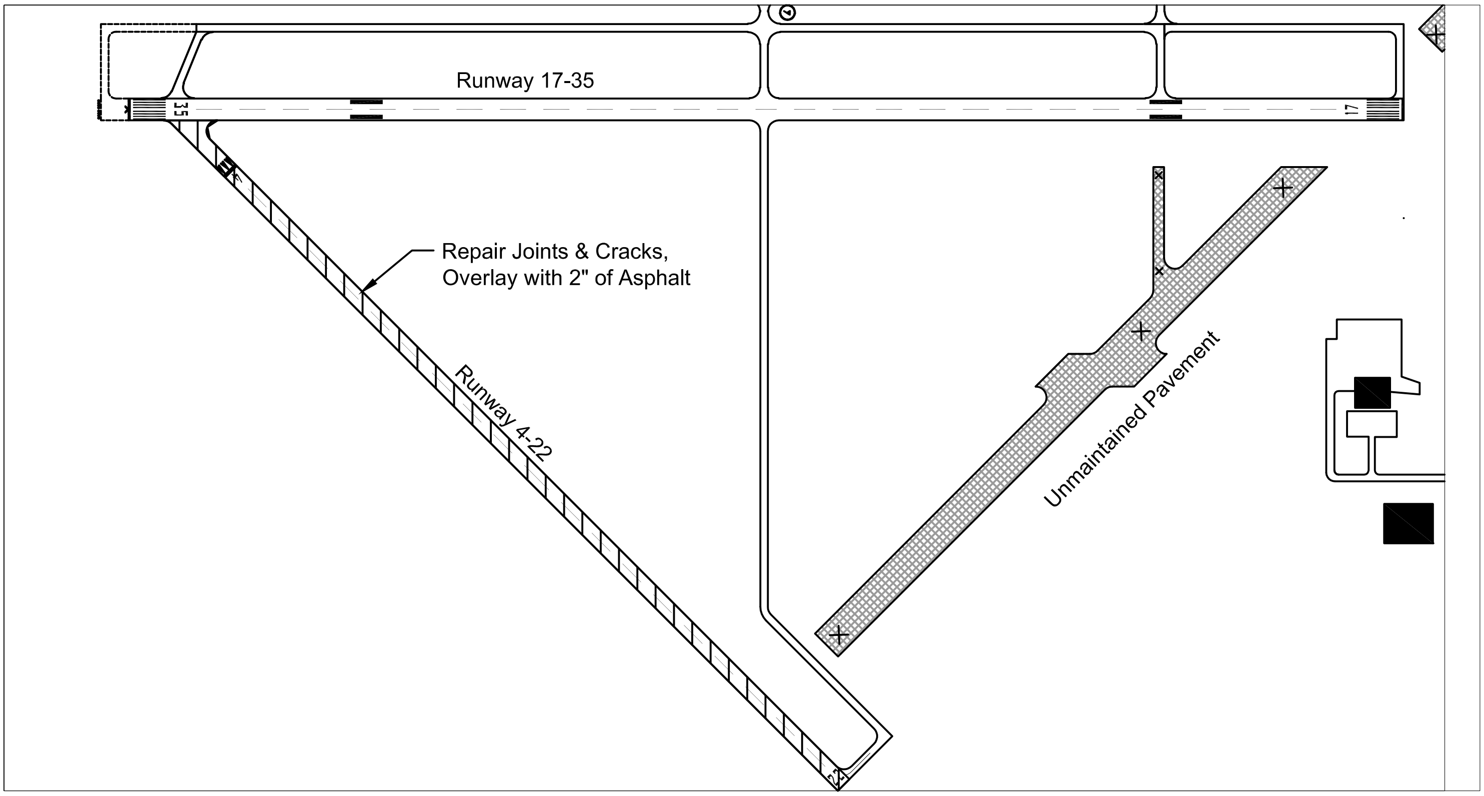
Runway 17-35 Overlay

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	LOCAL COST (10%)	FAA COST (90%)	**TOTAL**
1	Mobilization	L.S.	1	$110,000.00	$11,000.00	$99,000.00	$110,000.00
2	Temporary Marking & Barricades	L.S.	1	$20,000.00	$2,000.00	$18,000.00	$20,000.00
3	Crack and Joint Repair	L.F.	72,000	$2.10	$15,120.00	$136,080.00	$151,200.00
4	Asphalt Milling	S.Y.	66,666	$2.00	$6,822.90	$61,406.10	$68,229.00
5	Bituminous Tack	Gal.	10,000	$1.50	$6,822.90	$61,406.10	$68,229.00
6	Seperation Geotextile Fabric	S.Y.	66,666	$2.00	$13,333.20	$119,998.80	$133,332.00
7	2" Asphalt Pavement Overlay	Tons	7,750	$110.00	$85,250.00	$767,250.00	$852,500.00
8	Pavement Markings	S.F.	36,000	$1.00	$3,600.00	$32,400.00	$36,000.00
				Construction Subtotal	$143,949.00	$1,295,541.00	$1,439,490.00
	Administration, Legal, Engineering, Testing & Inspection (25%)				$35,987.25	$323,885.25	$359,872.50
				TOTAL PROJECT COSTS	**$179,936**	**$1,619,426**	**$1,799,363**

ACIP DATA SHEET

	COFFEYVILLE MUNICIPAL AIRPORT		CFV		4
	RUNWAY 4-22 OVERLAY				FY-2019

SKETCH:



JUSTIFICATION:

The existing Runway 4-22 asphalt pavement is in poor condition. By repairing the cracks and joints and placing a 2 inch asphalt overlay, the pavement life will be extended by many years.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 991,190 State $ 0 Local (10%) $ 110,132 Total $ 1,101,323

SPONSOR'S VERIFICATION: For each and every project as applicable

Date	(see instruction sheet)
2012	-- 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
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______	-- Apron sizing worksheet (for apron projects)
______	-- Revenue producing facilities (for fuel farms, hangars, etc.)
______	-- Date statement submitted for completed airside development
______	-- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

SPONSOR'S SIGNATURE: ______________________ DATE: ______________

PRINTED NAME: Jim Falkner TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

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

COFFEYVILLE MUNICIPAL AIRPORT

COFFEYVILLE, KANSAS

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

January 25, 2015

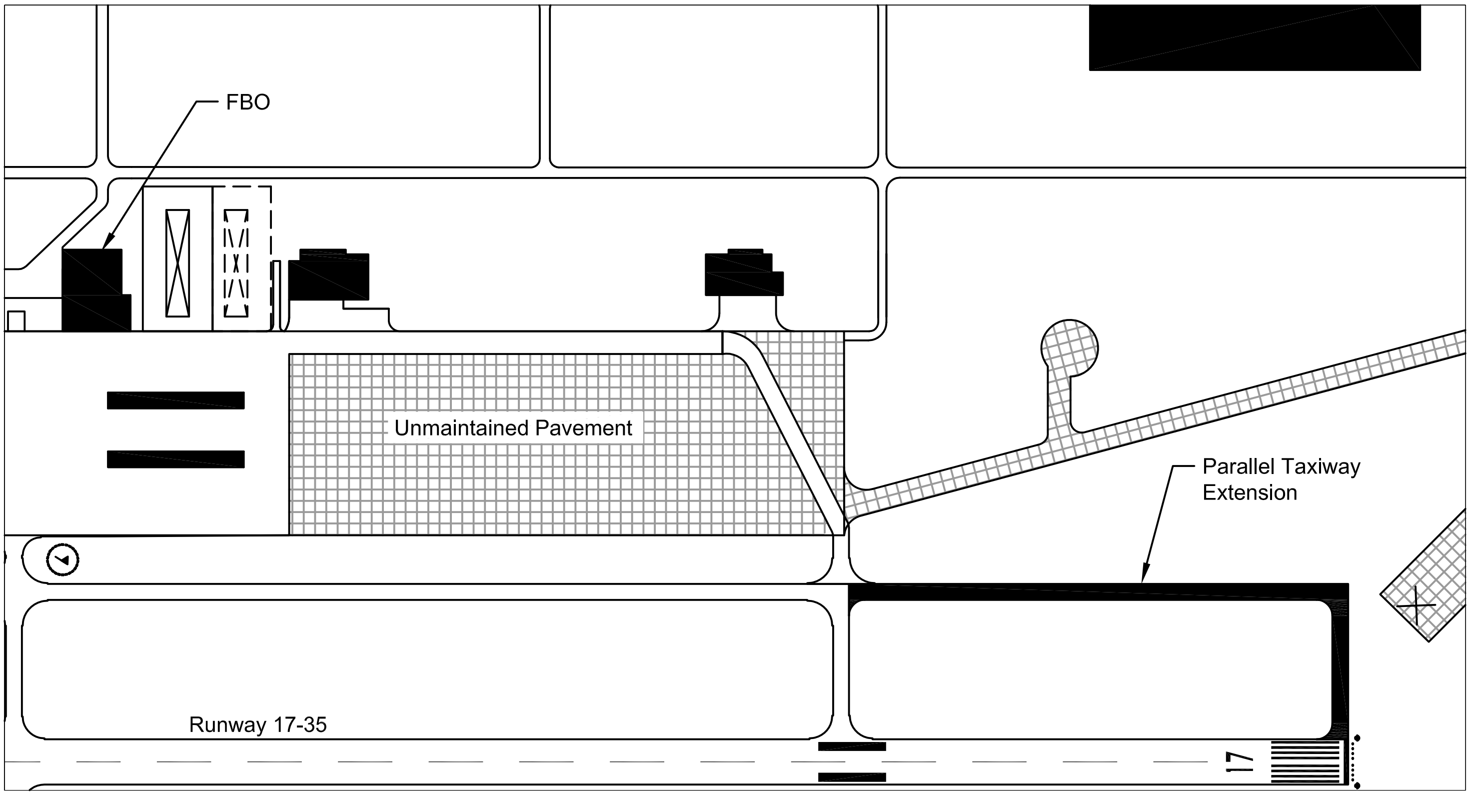
Runway 4-22 Overlay

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	LOCAL COST (10%)	FAA COST (90%)	**TOTAL**
1	Mobilization	L.S.	1	$90,000.00	$9,000.00	$81,000.00	$90,000.00
2	Temporary Marking & Barricades	L.S.	1	$20,000.00	$2,000.00	$18,000.00	$20,000.00
3	Crack and Joint Repair	L.F.	34,400	$2.10	$7,224.00	$65,016.00	$72,240.00
4	Asphalt Milling	S.Y.	36,430	$2.00	$6,822.90	$61,406.10	$68,229.00
5	Bituminous Tack	Gal.	5,465	$1.50	$6,822.90	$61,406.10	$68,229.00
6	Seperation Geotextile Fabric	S.Y.	36,430	$2.00	$7,286.00	$65,574.00	$72,860.00
7	2" Asphalt Pavement Overlay	Tons	4,250	$110.00	$46,750.00	$420,750.00	$467,500.00
8	Pavement Markings	S.F.	22,000	$1.00	$2,200.00	$19,800.00	$22,000.00
				Construction Subtotal	$88,105.80	$792,952.20	$881,058.00
	Administration, Legal, Engineering, Testing & Inspection (25%)				$22,026.45	$198,238.05	$220,264.50
				TOTAL PROJECT COSTS	**$110,132**	**$991,190**	**$1,101,323**

ACIP DATA SHEET

AIRPORT	COFFEYVILLE MUNICIPAL AIRPORT	LOCID	CFV	LOCAL PRIORITY	5
PROJECT DESCRIPTION	PARALLEL TAXIWAY EXTENSION			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	FY-2020

SKETCH:



JUSTIFICATION:

The extension of the parallel taxiway to Runway 17 is needed to prevent back taxiing on Runway 17-35. The taxiway extension would help reduce the possibility of a runway incursion.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 696,488 State $ 0 Local (10%) $ 77,388 Total $ 773,875

SPONSOR'S VERIFICATION: For each and every project as applicable

Date	(see instruction sheet)
2012	-- 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
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	-- Apron sizing worksheet (for apron projects)
	-- Revenue producing facilities (for fuel farms, hangars, 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: Jim Falkner TITLE: Mayor

PHONE NUMBER: 620-252-6127

FAA USE ONLY

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

COFFEYVILLE MUNICIPAL AIRPORT

COFFEYVILLE, KANSAS

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

January 25, 2015

Parallel Taxiway Extension to Runway 17

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	LOCAL COST (10%)	FAA COST (90%)	**TOTAL**
1	Mobilization	L.S.	1	$78,750.00	$7,875.00	$70,875.00	$78,750.00
2	Earthwork	C.Y.	5,000	$7.00	$3,500.00	$31,500.00	$35,000.00
3	Fly Ash Stabilized Subbase	S.Y.	5,900	$6.00	$3,540.00	$31,860.00	$35,400.00
4	Fly Ash	Tons	475	$60.00	$2,850.00	$25,650.00	$28,500.00
5	Crushed Aggregate Base (4")	S.Y.	5,900	$7.50	$4,425.00	$39,825.00	$44,250.00
6	P.C.C. Pavement (6")	S.Y.	5,570	$60.00	$33,420.00	$300,780.00	$334,200.00
7	Underdrain (4" PVC perforated)	L.F.	3,000	$15.00	$4,500.00	$40,500.00	$45,000.00
8	Drainage Pipe	L.F.	100	$75.00	$750.00	$6,750.00	$7,500.00
9	Outlet Structure	Each	3	$3,500.00	$1,050.00	$9,450.00	$10,500.00
	Construction Subtotal				$61,910.00	$557,190.00	$619,100.00
	Administration, Legal, Engineering, Testing & Inspection (25%)				$15,477.50	$139,297.50	$154,775.00
	TOTAL PROJECT COSTS				**$77,388**	**$696,488**	**$773,875**

AIRPORT LONG RANGE NEEDS ASSESSMENT

FFY 2021 – FFY 2025

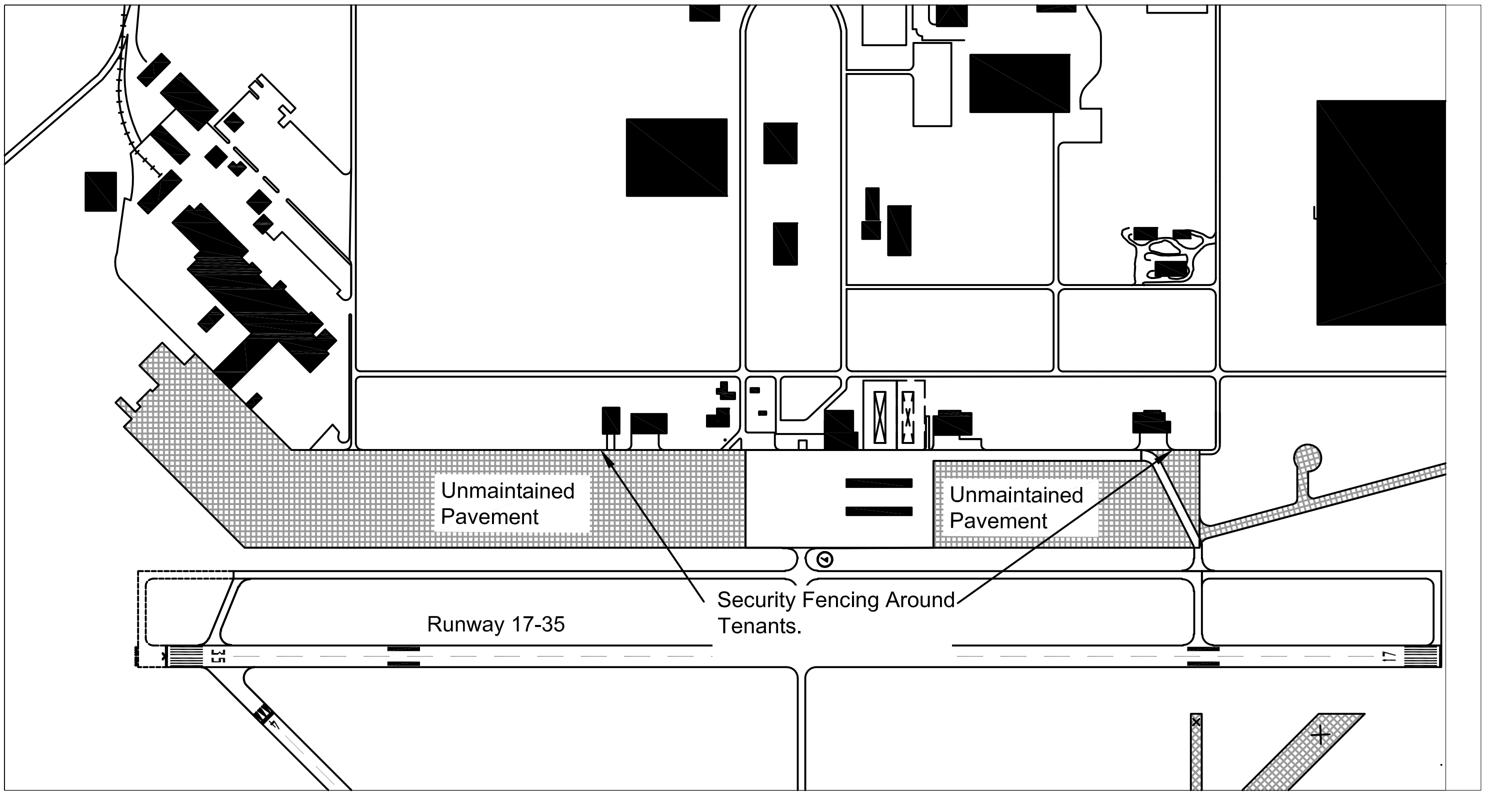
Airport Name: Coffeyville Municipal Airport, KS (CFV)

Description of Project (include estimated Fiscal Year)	Funding Source	Total Estimated Cost
2021-Security Fence Improvements	**Federal:** **State:** **Local:** **Total:**	$ 70,313 $ $ 7,813 $ 78,125
2022-Remove Abandon Concrete Apron Pavement	**Federal:** **State:** **Local:** **Total:**	$ 1,569,375 $ $ 174,375 $ 1,743,750
2023-Taxiway #1 Extension	**Federal:** **State:** **Local:** **Total:**	$ 401,909 $ $ 44,657 $ 446,565
2024-Construct new 10 Unit T-hangar and Taxilanes	**Federal:** **State:** **Local:** **Total:**	$ 1,013,517 $ $ 112,613 $ 1,126,130
2025-Construct new 10 Unit T-hangar and Taxilanes	**Federal:** **State:** **Local:** **Total:**	$ 1,013,517 $ $ 112,613 $ 1,126,130

ACIP DATA SHEET

	COFFEYVILLE MUNICIPAL AIRPORT		CFV		6
	SECURITY FENCE IMPROVEMENTS				FY-2021

SKETCH:



JUSTIFICATION:

The Security Fence would connect to the existing perimeter fence and extend around the tenants to provide additional security. Gates would be installed to allow access.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 70,313 State $ 0 Local (10%) $ 7,813 Total $ 78,125

SPONSOR'S VERIFICATION: For each and every project as applicable

Date	(see instruction sheet)
2012	-- Date of Approved ALP with project shown
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______	-- Apron sizing worksheet (for apron projects)
______	-- Revenue producing facilities (for fuel farms, hangars, etc.)
______	-- Date statement submitted for completed airside development
______	-- Date statement submitted for runway approaches are clear of obstructions

FAA USE ONLY

SPONSOR'S SIGNATURE: ______________________ DATE: ______________

PRINTED NAME: Jim Falkner TITLE: Mayor

PHONE NUMBER: 620-252-6127

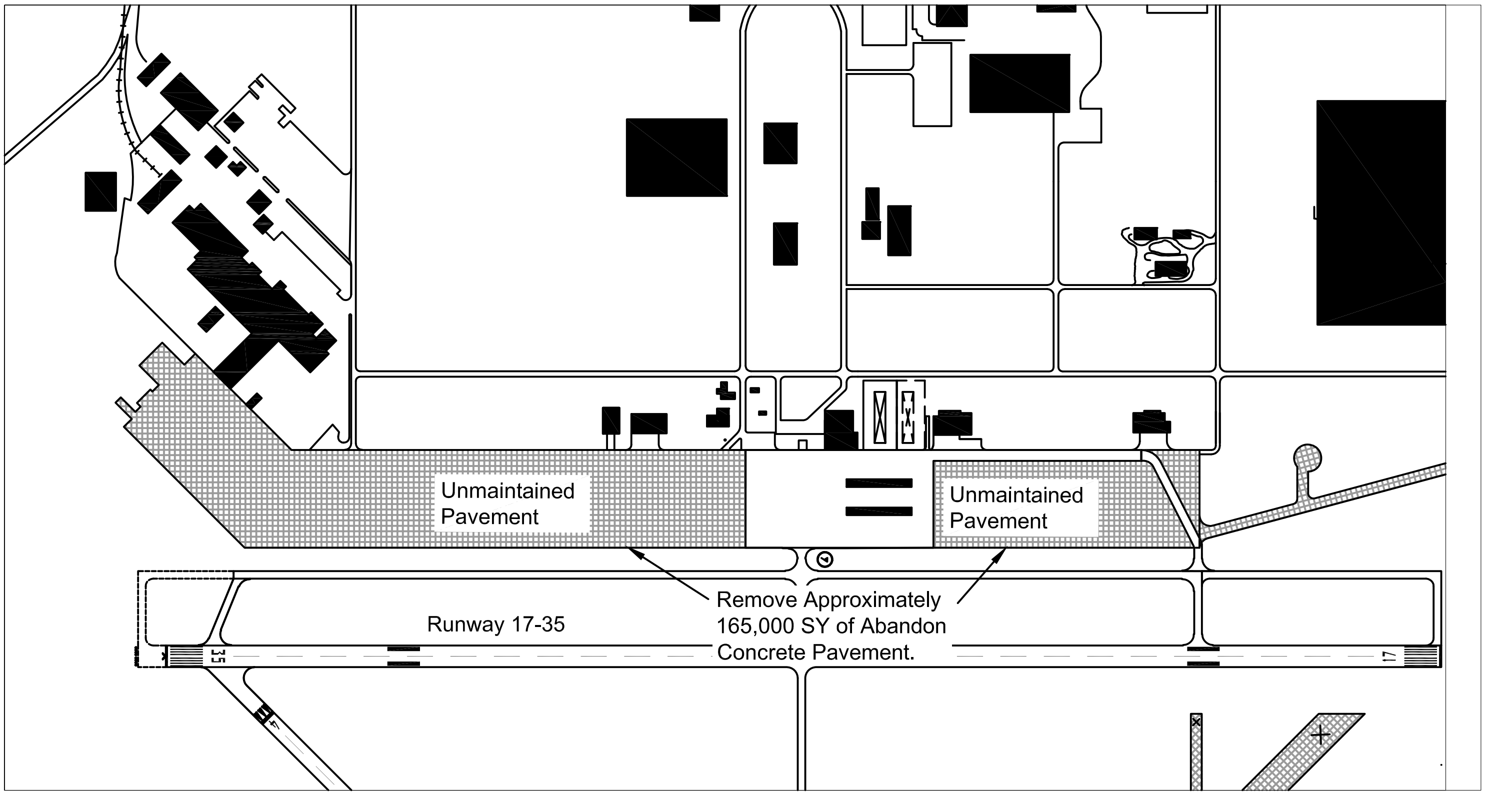
FAA USE ONLY

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

ACIP DATA SHEET

	COFFEYVILLE MUNICIPAL AIRPORT		CFV		7
	REMOVE ABANDON CONCRETE APRON PAVEMENT				FY-2022

SKETCH:



JUSTIFICATION:

The abandon concrete apron pavement is remains from the army base and has deteriorated to a point that debris is creating FOD on the adjacent taxiway system. This needs to be remediated to maintain safe airport operations.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 1,569,375 State $ 0 Local (10%) $ 174,375 Total $ 1,743,750

SPONSOR'S VERIFICATION: For each and every project as applicable	Date	(see instruction sheet)
	2012	-- 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
FAA USE ONLY		-- 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, hangars, etc.)
		-- Date statement submitted for completed airside development
		-- Date statement submitted for runway approaches are clear of obstructions

SPONSOR'S SIGNATURE: ______________________ DATE: ____________

PRINTED NAME: Jim Falkner TITLE: Mayor

PHONE NUMBER: 620-252-6127

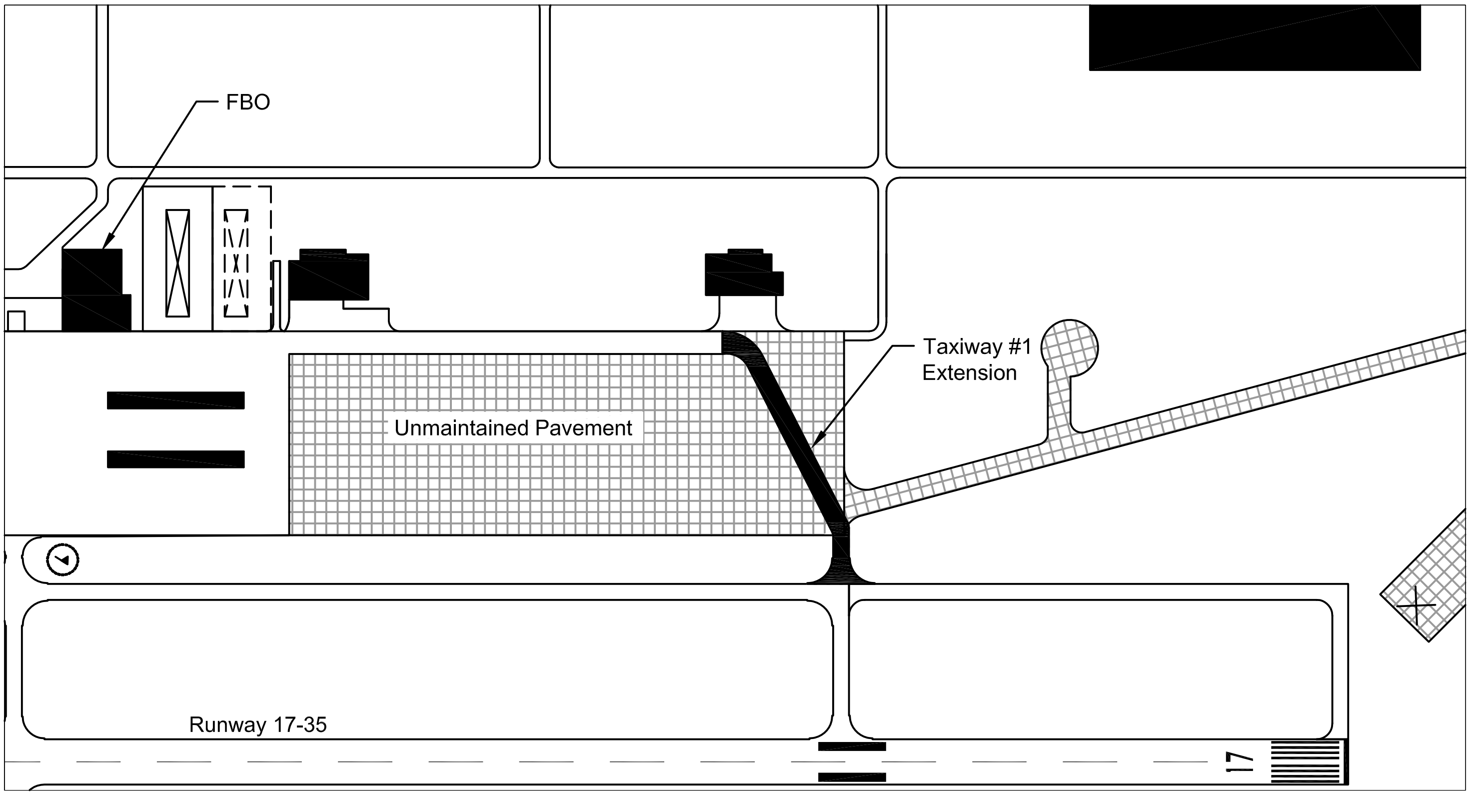
FAA USE ONLY

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

ACIP DATA SHEET

AIRPORT	COFFEYVILLE MUNICIPAL AIRPORT	LOCID	CFV	LOCAL PRIORITY	8
PROJECT DESCRIPTION	TAXIWAY #1 EXTENSION			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	FY-2023

SKETCH:



JUSTIFICATION:

The extension of Taxiway #1 to Runway 17-35 parallel taxiway will provide direct access from the t-hangar area to the runway.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 401,909 State $ 0 Local (10%) $ 44,657 Total $ 446,565

SPONSOR'S VERIFICATION: For each and every project as applicable

Date	(see instruction sheet)
2012	-- Date of Approved ALP with project shown
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FAA USE ONLY

FAA Verification: (initial/date)

SPONSOR'S SIGNATURE: ______________________ DATE: ______________

PRINTED NAME: Jim Falkner 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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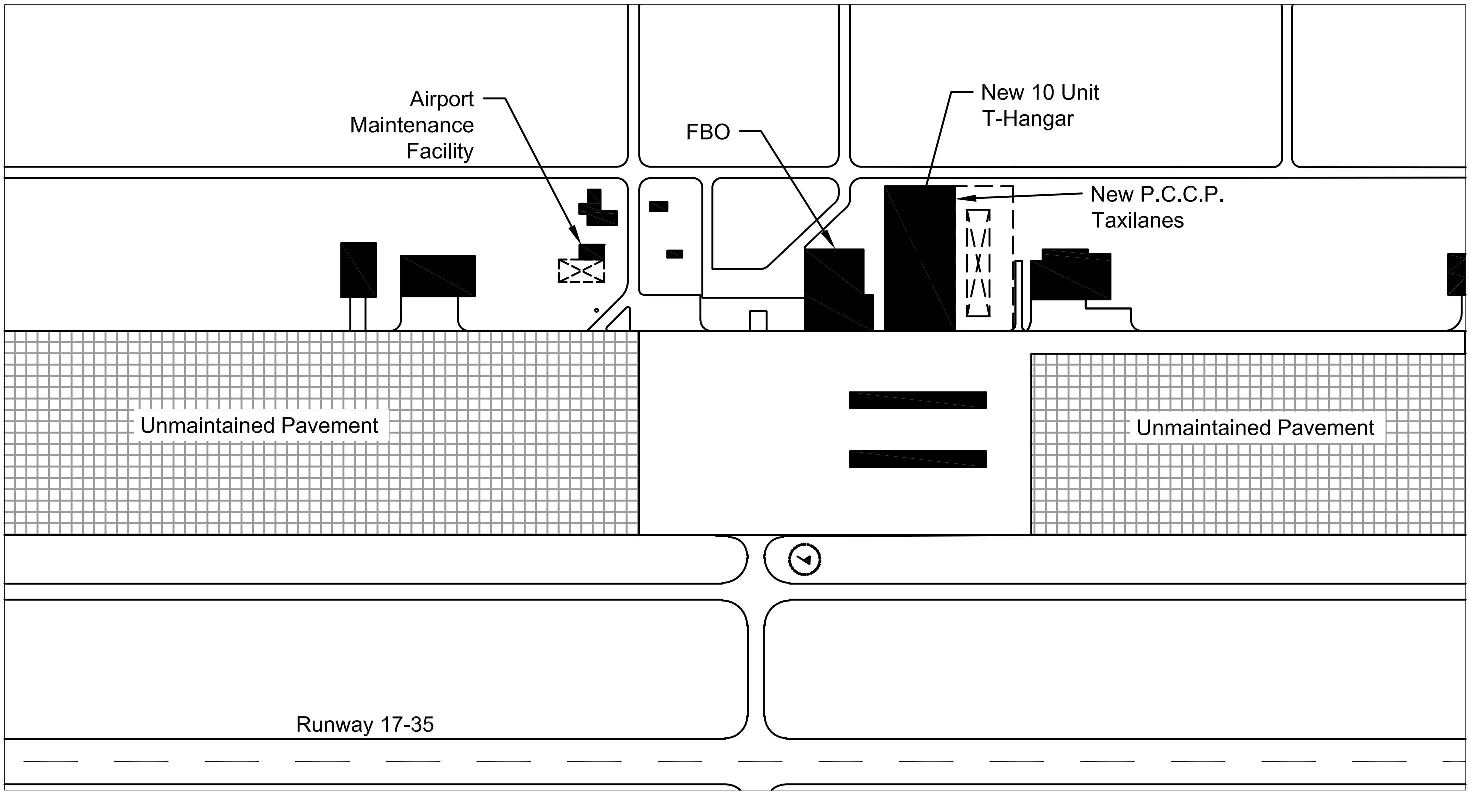
ACIP DATA SHEET

AIRPORT	COFFEYVILLE MUNICIPAL AIRPORT	LOCID	CFV	LOCAL PRIORITY	9
PROJECT DESCRIPTION	CONSTRUCT NEW 10 UNIT T-HANGAR AND TAXILANES			Identify FFY that you desire to construct (FFY: Oct. 1-Sept. 30)	FY-2024

SKETCH:



JUSTIFICATION:

There is currently a waiting list that contains eight requests for T-Hangar space and some of perspective tenants have more than one airplane. All existing T-Hangar Units are currently full and the construction of additional T-Hangars units would help meet demand.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 1,013,517 State $ 0 Local (10%) $ 112,613 Total $ 1,126,130

SPONSOR'S VERIFICATION: For each and every project as applicable

Date	(see instruction sheet)
2012	-- 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, hangars, etc.)
1-30-12	-- 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: Jim Falkner 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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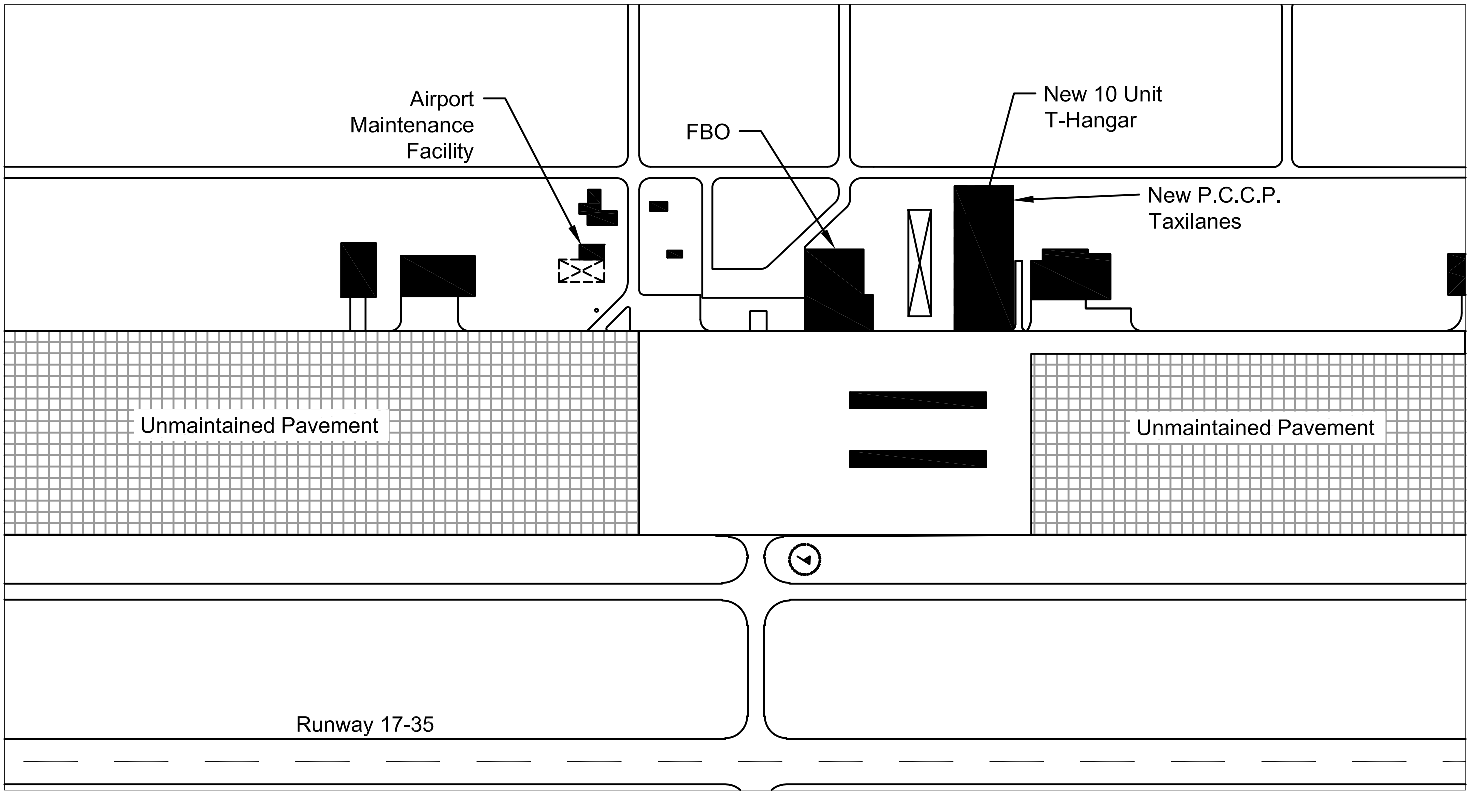
ACIP DATA SHEET

	COFFEYVILLE MUNICIPAL AIRPORT		CFV		10
	CONSTRUCT NEW 10 UNIT T-HANGAR AND TAXILANES				FY-2025

SKETCH:



JUSTIFICATION:

There is currently a waiting list that contains eight requests for T-Hangar space and some of perspective tenants have more than one airplane. All existing T-Hangar Units are currently full and the construction of additional T-Hangars units would help meet demand.

COST ESTIMATE: (Attach detailed cost estimate)

Federal (90%) $ 1,013,517 | State $ 0 | Local (10%) $ 112,613 | Total $ 1,126,130

SPONSOR'S VERIFICATION: For each and every project as applicable	Date	(see instruction sheet)
	2012	-- 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
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FAA USE ONLY	______	-- Snow removal equipment inventory & sizing worksheet (for SRE acquisition)
	______	-- Apron sizing worksheet (for apron projects)
	______	-- Revenue producing facilities (for fuel farms, hangars, etc.)
	1-30-12	-- Date statement submitted for completed airside development
	______	-- Date statement submitted for runway approaches are clear of obstructions

SPONSOR'S SIGNATURE: ______________________ DATE: ______________

PRINTED NAME: Jim Falkner 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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Item # I-9

	CITY OF COFFEYVILLE **BOARD OF COMMISSIONERS AGENDA ITEM**
MEETING DATE	February 11, 2014
RESOLUTION OR ORDINANCE NUMBER	R-15-58
AGENDA TITLE	**A Resolution to approve an amendment to the Economic Development Incentive Guidelines to include Retail/Commercial Business Incentive Program and the Manufacturing/Industrial Business Incentive Program**
REQUESTING DEPARTMENT	Administration
PRESENTER	Trisha Purdon – Assistant to the City Manager

FISCAL INFORMATION	Cost as recommended:	Based on applications
	Budget Line Item:	180-210-5424 Contractual Agrmts
	Balance Available	$108,001.68 plus $2.3 Million in a 2014 Transfer from one-time funds
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To provide a detailed policy on cash incentives provided to new or expanding businesses in Coffeyville.	

BACKGROUND	On August 19, 2014, the City Commission approved the Economic Development Incentive Guidelines by which staff would base future business and housing incentive programs on going forward. These guidelines were established to provide as much information to businesses, be they targeted recruitments or current expanding businesses. However, upon further discussion and feedback from the Commission and the public, there was gap seen in the policy that would provide a policy on cash incentives used to encourage a business to either move to Coffeyville or expand their current operations in the city limits. Staff researched other incentive policies in the region, state, and nation and found policies that were applicable to the City of Coffeyville. The policies presented today reflect policies that have been used successfully in the region, with additions from the Commission based on feedback staff has received.
SPECIAL NOTES	None

ANALYSIS	Based on feedback and concerns from both the public and the Commission, staff created two new policies that will better identify the eligibility and amounts that a business can receive in cash incentives in Coffeyville. This policy ensures that all businesses are treated equitably, and that the City can maintain future fund balances to continue growth in the community. The Retail policy establishes hard maximum limits that a business is eligible for, as well as eligibility for such incentives. Based on research on retail marketing and recruitment, providing this information up front to potential businesses is highly encouraged, and would likely set Coffeyville apart from other similar communities that a business might be looking at for a new facility. According to Site Representatives from the Midwest American Economic Development Council conference, preparedness and upfront incentive information is something that is looked favorably upon in the site selection process. **Refer to the form "Wage Justification for Incentives" (green table):** The retail policy would ensure that staff and commission utilize Economic Development funds equitably and responsibly so that these funds continue to grow over the years. The table shows how the funds could be reduced and then replenished based on increased sales taxes generated from the new businesses. Currently, the percentage of sales tax revenue that goes into the Economic Development Fund is as follows: <u>Using a taxable sale of $1,000</u>: Taxable sale = $1,000 Total sales tax (9.15%) = $91.50 Kansas share = $61.50 Coffeyville's share = $30.00 Divided by 6 (the number of ½ cent sales tax) = $5.00 per ½ cent The Economic Development portion is 10% of one ½ cent - $.50 would be the portion available for Economic Development

	The Manufacturing and Industry program would also set a hard maximum incentive that is based on jobs and residency of employees. According to research each new job added in Coffeyville can equate to $500 in sales taxes generated in the community per year. This is based on the average wage that manufacturers pay in Coffeyville. **Refer to the form Wage Justification for Incentives (Blue table):** In the recruitment phase of a project, we will be able to input the average wage into this table to determine if the new or expanding business will generate the kind of jobs that will provide a return on the City investment. Businesses that meet the $500 per employee requirement will be eligible for the incentives. Such a policy ensures that the City is encouraging the growth of businesses that provide a supportable wage for their employees so that they can be productive citizens in the community.
PUBLIC INFORMATION PROCESS	Because this is an amendment to a resolution, the Commission would need to approve this policy in order for it to go into effect.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff has worked diligently to ensure that a policy be put in place that will govern the use of Economic Development funds so that funds can only be used for projects that meet these eligibility requirements. This ensures that funds are used as they were originally intended. In addition, this policy will ensure that all businesses are provided equal incentives based on their job numbers, sales tax revenue, etc. It is staff's recommendation that the Commission approve the amendment to Resolution R-15-58 and add the Retail/Commercial Business Incentive Program and the Manufacturing/Industrial Business Incentive Program to the approved Economic Development Incentive Guidelines.
REFERENCE DOCUMENTS ATTACHED	Wage Justification for Incentives

RESOLUTION NO. R-15-17

A RESOLUTION TO AMEND THE ECONOMIC DEVELOPMENT INCENTIVE GUIDELINES FOR THE CITY OF COFFEYVILLE ORIGINALLY APPROVED ON AUGUST 19, 2014.

Whereas, on August 19, 2014, the City Commission passed the Economic Development Incentive Guidelines,

Whereas, the guidelines required additional detailed incentive policies that guide retail and commercial developments; and

Whereas, the guidelines also required an additional detailed incentive policy on manufacturing and industry developments; and

Whereas, having clearly defined guidelines for the use of incentives helps to ensure the good stewardship of public funds; and

Whereas, having clearly defined guidelines for the use of incentives helps to provide potential beneficiaries with an understanding of what incentives might be available early in the process, helping to stimulate development and/or redevelopment; and

Whereas, having clearly defined guidelines for the use of incentives provides the City Commission and City staff with an understanding of the tools that may aid in the economic development of the community.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Economic Development Incentive Guidelines for the City of Coffeyville be amended to include the Retail/Commercial Business Incentive Program and the Manufacturing/Industrial Business Incentive Program.

Adopted this 10th day of February, 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

Approved as to Form:

____
Paul Kritz, City Attorney

RESOLUTION NO. R-14-58

A RESOLUTION TO AMEND THE ECONOMIC DEVELOPMENT INCENTIVE GUIDELINES FOR THE CITY OF COFFEYVILLE ORIGINALLY APPROVED ON AUGUST 19, 2014.

Whereas, on August 19, 2014, the City Commission passed the Economic Development Incentive Guidelines,

Whereas, the guidelines required additional detailed incentive policies that guide retail and commercial developments; and

Whereas, the guidelines also required an additional detailed incentive policy on manufacturing and industry developments; and

Whereas, having clearly defined guidelines for the use of incentives helps to ensure the good stewardship of public funds; and

Whereas, having clearly defined guidelines for the use of incentives helps to provide potential beneficiaries with an understanding of what incentives might be available early in the process, helping to stimulate development and/or redevelopment; and

Whereas, having clearly defined guidelines for the use of incentives provides the City Commission and City staff with an understanding of the tools that may aid in the economic development of the community.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Economic Development Incentive Guidelines for the City of Coffeyville be amended to include the Retail/Commercial Business Incentive Program and the Manufacturing/Industrial Business Incentive Program.

Amended this 10th day of February, 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

Approved as to Form:

____
Paul Kritz, City Attorney

Coffeyville
KANSAS

Come Grow With Us

Economic Development Incentive Guidelines

City of Coffeyville
Trisha Purdon - Economic Development
11 E. 2nd St.
Coffeyville, KS 67337
(620) 252-6171

Table of Contents

City of Coffeyville Cash Incentives

Retail/Commercial Business Incentive Program

Manufacturing/Industrial Business Incentive Program

RETAIL/COMMERCIAL BUSINESS INCENTIVE PROGRAM

PURPOSE

The City of Coffeyville recognizes that retail growth is essential to Coffeyville's economic and social well-being. The City is committed to expanding Coffeyville's underserved retail sector through incentive programs and a streamlined process to fast-track potential retail development.

To achieve retail growth, the City of Coffeyville is:

- Offering a sales tax based incentive program to new and expanding retailers.
- Helping retailers find available buildings, sites and lease space.
- Establishing relationships with national and local retailers, brokers and developers, and providing data and resources as needed.
- Recruiting targeted retailers to Coffeyville.

AUTHORIZATION

On October 28, 2014, the City Commission approved ordinance R-14-82 that created an Economic Development Incentive Fund of 2.3 Million from one time funds held from the Coffeyville Resources Nitrogen Fertilizer Settlement of $2.3 Million. These funds cannot be disbursed without a majority vote by the City Commission, and may only be used for economic development purposes.

ELIGIBLE AREAS

Businesses in the retail or commercial industry that are located or will be located within the city limits of Coffeyville are eligible for this program. If a business would be located outside the city limits, they must be willing to have the property where the business will be located annexed by the City in order to be eligible for this incentive program.

ELIGIBLE APPLICANTS

Under the guidelines of the retail incentive program, a retailer is defined as a purveyor of consumer goods or services subject to sales tax. This would include businesses such as clothing stores, restaurants, hotels or hardware stores.

This program is divided into two categories for retail: Targeted Retail and General Merchandise and Services. Targeted Retail includes businesses that have been specifically identified as priorities through market research such as a retail gap study, etc. Targeted brand incentives will be discounted by 10% for substitution of sales captured from existing retailers. Examples of such businesses would be movie theaters, chain restaurants, and chain clothing stores. Incentive amounts are only estimates and are at the discretion of the Coffeyville City Commission.

The General Merchandise & Services category are new or expanding stores or restaurants with annual sales of less than $3 Million. Incentives in this category will be discounted by 80% for substitution of sales captured from existing retailers. Incentive amounts are only estimates and are at the discretion of the Coffeyville City Commission.

ELIGIBILITY CRITERIA

Targeted Brands:

- Annual Sales of more than $3 Million
- Businesses that Market Studies have shown is a high demand company or product.
- Must be located in the city limits of Coffeyville, or be willing to be annexed by the City.

General Merchandise & Services:

- Annual sales less than $3 Million
- Must be located in the city limits of Coffeyville, or be willing to be annexed by the City.

PROGRAM BENEFITS/ELIGIBLE USES

Targeted Brands:

- Funds are encouraged to be used for facility or infrastructure improvements but may be used for capital, personnel, or any other use that the company outlines in their proposal.

General Merchandise or Services:

- Incentive funds are to be utilized as listed below, unless special accommodations are approved by the City Commission or there are funds remaining after the three stipulations listed below are met:
  - The "first draw" from the incentive will be applied to fees normally levied by the City of Coffeyville. These fees include but are not limited to water and sewer taps, building permits, etc. These fees will be waived by the City with no reimbursement.
  - The "Second Draw" against the incentive will be applied to required public infrastructure improvements that lie within the public right-of-way including but not limited to sidewalks, sanitary sewer or water line extensions, storm drainage improvements, etc. Out of pocket costs for these improvements will be funded through the economic development sales tax with technical assistance and some labor where appropriate and available, to be provided by the City with no reimbursement.
  - The "Third Draw" against the incentive will be provided as an incentive to stimulate additional property investments that exceed the minimum building and site development requirements to improve the aesthetic quality of commercial properties. This includes façade and aesthetic enhancements that will result in significant aesthetic or visual improvements to the exterior appearance of the building, for both new and existing buildings and sites, as seen from the street.

FUNDING CALCULATOR

Targeted Retail Formula:

Targeted Retail incentives will be discounted by 10% for substitution of sales captured from existing retailers. Incentive amounts are only estimates and are at the discretion of the Coffeyville City Commission. These incentives will be paid out in a lump sum payment based on provided sales tax history of the business and their sales in a similar market. For example, if a big box store like Target would have a store in a city of 30,000 or less in a relatively rural area, we would base the annual sales tax for the incentive on this location.

Annual Sales Revenue – 10% = Net New Sales
Net New Sales x 3% Sales Tax = Annual Tax Revenue
Annual Tax Revenue x 10 years = 10 yr Tax Revenue
10 yr Tax Revenues - 50% Cap = Maximum Incentive

Example:

Annual Sales Revenue:	$5,000,000
Discount for Sub:	10%
Net New Sales:	$4,500,000
Sales Tax Rate:	x 3%
Annual Sales Tax Revenue:	$135,000
10 Year Tax Revenue:	$1,350,000
Incentive Cap:	- 50%
Max Incentive:	$675,000.00

General Merchandise or Services Formula:

General Merchandise or Service incentives will be discounted by 80% for substitution of sales captured from existing retailers. Incentive amounts are only estimates and are at the discretion of the Coffeyville City Commission. Payments for these businesses are made on an annual basis, and are based on their ACTUAL sales tax revenues.

Annual Sales Revenue – 80% = Net New Sales
Net New Sales x 3% Sales Tax = Annual Tax Revenue
Annual Tax Revenue x 10 years = Total Tax Revenue
Total Tax Revenue - 50% Cap = Maximum Incentive

Example:

Annual Sales Revenue:	$2,000,000
Discount for Sub:	-80%
Net New Sales:	$400,000
Sales Tax Rate:	x 3%
Annual Sales Tax Revenue:	$12,000
10 Year Tax Revenue:	$120,000
Incentive Cap:	- 50%
Max Incentive:	$60,000

APPLICATION/APPROVAL PROCEDURE

To be eligible for this incentive offer, companies must fill out Form A - Application for City of Coffeyville Loan/Incentive Form, found in the Appendix of this document or on the City website at www.coffeyville.com/index.aspx?nid=296

To speed up the process of the incentive package, you can complete the first page of the application and send it to the contact information listed below. If you are seeking state incentives, it is also recommended that you fill out form B – Kansas Incentive Request Form as well.

Staff will review the application and meet with you to discuss any other incentives you may be eligible for, as well as show you any facilities that might help your business. Depending on credit-worthiness and sales tax revenue history, the incentive could be structured as an upfront cash payment, an annual disbursement based on sales tax revenues for that year, or a forgivable loan based on new jobs created. Once the application is approved, the process can move very quickly to ensure that your project does not wait on the City to proceed.

REPORTING REQUIREMENTS

For General Merchandise and Service businesses, annual sales reports are required to determine the annual incentive payment. These reports must be submitted by March 1, of each year to the Economic Development Staff member or City Manager.

SPECIAL PROGRAM REQUIREMENTS

As with any incentive or program through the City of Coffeyville, all final funding decisions must be approved by the City Commission.

CONTACT

City of Coffeyville
Trisha Purdon, Economic Development
11 E. 2nd Street, P.O. Box 1629
Coffeyville, KS 67337
Phone: (620)252-6171
Email: tpurdon@coffeyville.com

MANUFACTURING/INDUSTRIAL BUSINESS INCENTIVE PROGRAM

PURPOSE
The City of Coffeyville recognizes that the growth of manufacturing and industrial businesses are essential to Coffeyville's economic and social well-being. The City is committed to expanding Coffeyville's manufacturing base through incentive programs and development.

To achieve manufacturing and industrial growth, the City of Coffeyville is:

- Offering an employee based incentive program to new and expanding businesses.
- Helping businesses find available buildings, sites and lease space.
- Establishing relationships with national and local manufacturers, brokers and developers, and providing data and resources as needed.
- Recruiting targeted industries to Coffeyville. Targeted industries would include those that create more than 200 jobs that exceed the county median wage standards or average NAICS code wage standards.

AUTHORIZATION
On October 28, 2014, the City Commission approved ordinance R-14-82 that created an Economic Development Incentive Fund from one time funds held from the Coffeyville Resources Nitrogen Fertilizer Settlement of $2.3 Million. These funds cannot be disbursed without a majority vote by the City Commission, and may only be used for economic development purposes.

ELIGIBLE AREAS
Businesses located or who will be located within the city limits of Coffeyville or in the Coffeyville Industrial Park are eligible for this program. If a business would be located outside these limits, they must be willing to have the property where the business will be located annexed by the City in order to be eligible for this incentive program, unless special accommodations are approved by the City Commission.

ELIGIBLE APPLICANTS
Incentives are available to any manufacturing or industrial business that will hire more than 5 employees, and pay the median wage of at least 100 percent (100%) of the county median wage (CMW) or industry NAICS as published by the Kansas Department of Labor (KDOL) at the time of application. (Note: If the median wage does not qualify the project, the annual average wage for the jobs can be used.)

NAICS Code lookup:
http://www.kansascommerce.com/index.aspx?nid=136

County Median Wage Lookup:
http://www.kansascommerce.com/index.aspx?nid=141
Click on the link at the bottom of the page labeled: PEAK Attachment A: County Median Wages

ELIGIBILITY CRITERIA

- Building/Lot located in Coffeyville or Coffeyville Industrial Park
- Meet minimum wage standards
- Creates 5 new jobs

PROGRAM BENEFITS/ELIGIBLE USES
This program is established to aid new and existing businesses in setting up or expanding their company in Coffeyville. The utilization of the incentive funding provided can be used for a variety of purposes including moving expenses, property acquisition, capital expenditures, personnel expansion, or materials and supplies.

There are 3 programs businesses may be eligible for depending on credit-worthiness, jobs impact, and immediate need.

- Program 1 is a cash incentive that is provided up-front for those businesses that are classified as targeted businesses or those with a large number of employees that pay rates that exceed the median wage for their industry NAICS code.
- Program 2 is a Forgivable Loan Program that is based on new hires (that reside in Coffeyville School District) for the forgiveness/repayment. The loan funding will be provided either up-front or after the company completes the move to Coffeyville.
- Program 3 is a combination of both that would be a forgivable loan that is paid out to the business annually depending upon how many jobs are created over the baseline number provided at the initial application date. This program is ideal for new entrepreneurs that do not have any business history, but will have more than 5 new employees in Coffeyville. Financing terms are flexible, and include low interest introductory rates, grace periods for initial repayment periods, or interest only payments during a grace period to allow the business to have a strong foothold before payments begin. These terms are based on business history and creditworthiness.

Any incentive that allows for forgiveness of any amount will be based on the residency of the employees at the company. All programs and incentives must be approved by the Coffeyville City Commission before any funding is released to the company.

<u>Forgivable Loan Example 1:</u>

Employer Z is eligible for a 75,000 Forgivable Loan. Employer Z opens a new business with 15 employees, none of which currently live in Coffeyville School District #445 (#445). After one year, the company adds 5 employees, 3 of which are #445 residents. However, one of the original 15 now lives in #445 as well. This allows a forgiveness equivalent to four #445 residents. Only 1 of the new employees would not be eligible for the loan forgiveness credit.

<u>Forgivable Loan Example 2:</u>

After 5 years Employer Z is up to 30 employees. Ten of which are #445 residents. For year 5 the company would then get credit for 10 #445 residents.

Forgivable Loan Example:

$75,000 Loan, 15 Employees to start, 10 Year Term, 0% Interest = Annual Payment of $7,500 at $750/employee Forgiveness rate.

FUNDING

Incentives will be based on employee numbers and residency of employees. Based on research each new job in Coffeyville equates to $500 per year for 10 years in additional sales tax revenues for the general fund of the City of Coffeyville. Based on this information, the City will offer a new or existing company $5000 ($5000 per year for 10 years) per new employee that resides in the city limits of Coffeyville.

APPLICATION/APPROVAL PROCEDURE

To be eligible for this incentive offer, companies must fill out Form A - Application for City of Coffeyville Loan/Incentive Form, found in the Appendix of this document or on the City website at
www.coffeyville.com/index.aspx?nid=296

To speed up the process of the incentive package, you can complete the first page of the application and send it to the contact information listed below. If you are seeking state incentives, it is also recommended that you fill out form B – Kansas Incentive Request Form as well.

Staff will review the application and meet with you to discuss any other incentives you may be eligible for, as well as show you any facilities that might help your business. Depending on credit-worthiness and sales tax revenue history, the incentive could be structured as an upfront cash payment, an annual disbursement based on sales tax revenues for that year, or a forgivable loan based on new jobs created. Once the application is approved, the process can move very quickly to ensure that your project does not wait on the City to proceed.

REPORTING REQUIREMENTS

For Entrepreneurial businesses, annual sales or Employee reports are required to determine the annual incentive payment. If a forgivable loan is chosen as the incentive program best suited for the project, annual job reports and employee residency reports will be required to forgive any payments. These reports are due by March 1 of each year to the Economic Development staff member or to the City Manager.

SPECIAL PROGRAM REQUIREMENTS

As with any incentive or program through the City of Coffeyville, all final funding decisions must be approved by the City Commission.

CONTACT

City of Coffeyville
Trisha Purdon, Economic Development
11 E. 2nd Street, P.O. Box 1629
Coffeyville, KS 67337
Phone: (620)252-6171
Email: tpurdon@coffeyville.com

Wage Justification for Incentives

Category	Percentage*	Coffeyville Average Manufacturing Wage	Sales Tax Eligible purchases
Annual Income before Taxes	100%	$ 40,344	
Transportation	14%	$ 5,695	$ 171
Food	10%	$ 4,176	$ 125
Insurance and Retirement	9%	$ 3,497	
Apparel and services	3%	$ 1,015	$ 30
Entertainment	4%	$ 1,570	$ 47
Housing	27%	$ 10,846	
Charity/Contributions	3%	$ 1,160	
Healthcare	6%	$ 2,297	
Other	5%	$ 2,066	$ 62
Taxes	20%	$ 8,023	
Total		**$19.40/hour**	**$ 436**

*Percentage rates are based on 2013 Federal Department of Labor for national household spending characteristics

Company	Gross Annual Sales	Targeted/Non Targeted	Net New Sales	City Portion of Sales Tax Rate 3%	Annual Sales Tax Revenue	10 Year Tax Revenue	Maximum Incentive Eligibility	% Sales Tax Recaptured for Economic Development Fund (per year)
Big Box Retail	$10,000,000	10%	$ 9,000,000	3%	$ 270,000	$2,700,000	$ 1,350,000	$ 4,500.00
Mom and Pop A	$ 1,000,000	90%	$ 100,000	3%	$ 3,000	$ 30,000	$ 15,000	$ 50.00
Movie Theater	$ 5,000,000	10%	$ 4,500,000	3%	$ 135,000	$1,350,000	$ 675,000	$ 2,250.00
Chain Restaurant	$ 3,000,000	10%	$ 2,700,000	3%	$ 81,000	$ 810,000	$ 405,000	$ 1,350.00
Non-Chain Diner	$ 500,000	90%	$ 50,000	3%	$ 1,500	$ 15,000	$ 7,500	$ 25.00
Fast Food Chain	$ 6,000,000	10%	$ 5,400,000	3%	$ 162,000	$1,620,000	$ 810,000	$ 2,700.00
Total:			$ -	3%	$ 652,500	$6,525,000	$ 3,262,500	$ 10,875.00
Current Annual Sales Tax Eco Development Fund			10% of 1/2 Cent				2014 Calendar Year:	$ 88,067.84
Total In Fund After 1 Year of Sales:								$ 98,943

Item # I-10

	CITY OF COFFEYVILLE **BOARD OF COMMISSIONERS AGENDA ITEM**	
MEETING DATE	February 10, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-18	
AGENDA TITLE	**A RESOLUTION AUTHORIZING THE PURCHASE OF SENSUS METER READING SYSTEM FROM HD SUPPLY WATERWORKS AT A TOTAL PRICE NOT TO EXCEED $14,455 AND SYSTEM INTEGRATION SOFTWARE FROM INCODE IN AN AMOUNT NOT TO EXCEED $5,000.**	
REQUESTING DEPARTMENT	Finance Department	
PRESENTER	Stephanie A. Richardson, Finance Director	
FISCAL INFORMATION	Cost as recommended:	$19,455.00
	Budget Line Item:	800-5-030-850 $10,700.24 900-5-027-850 $ 4,377.38 900-5-037-850 $ 4,377.38
	Balance Available	
	New Appropriation Required:	[X] Yes [ ] No
PURPOSE	Our current meter reading handheld equipment is beginning to fail and is no longer supported by a maintenance agreement by the supplier, Itron.	
BACKGROUND	These handheld units are used daily to read the 7,650 electric meter and 6,300 water meters billed by the City each month. The meter readings are input into the handhelds and the readings are downloaded daily into a format that is converted and transferred into Incode for billing.	

SPECIAL NOTES	Meter reading replacement schedule history: • Original Itron system installed January 1988. • System upgraded in December 1998 for Y2K compliance. • System upgraded in March 2007 due to Itron no longer providing maintenance support for handheld units or meter reading software.
ANALYSIS	Quotes were received from three meter reading vendors. The quotes include three handheld units along with the training necessary for using the units and transferring the data from the units to our Incode billing software. The City has always purchased three units to have one available as a backup unit in the event of a needed repair. The quotes are broken down on the attached Meter Reading System Cost Comparison spreadsheet. City staff is recommending a switch from Itron units to Sensus units. While the cost of the Sensus unit is about $3,000 more upfront, the annual maintenance costs is currently $485 cheaper each year. There will be a required cost from our current utility billing system for integration with the new Sensus handheld units in the amount of $5,000 which is included on the cost comparison. Sensus has become an industry standard with their equipment and software. Sensus units are smaller in size and are lightweight compared to the Itron units. Sensus units will tie directly into our GIS system and are the same brand as those used by city staff to maintain that system. Additional features include the ability to geotag meters for an accurate location of each meter, scan the barcodes on the meters for tracking inventory as well as use the camera to capture any meter damage or issues to be reported to the utility departments. This technology would allow our meter readers who are at the meters each month to capture the meter location and store that data in our GIS system rather than having contractors or other city staff who have the GIS units go to each meter to gather this data. In the event that a meter reader is sick or on vacation, this data could be used to more easily locate the meter and

	capture those readings. The proposed Itron system allows for some of the same features, but their operating system does not interface with our GIS system. In the futures, our utility departments could purchase utility meters with radio read features built into the meters. Once installed, these new units could gather meter reading data from each location by meter readers driving slowly down the street and the handhelds would collect those readings automatically. This would reduce the chance of potential misreads and increase the safety to our meter readers. Sensus is including two days of on-site training for the meter readers and customer service staff to familiarize them with the new windows based system. Based on the city's efforts to continue moving forward generating additional data layers in our GIS system and the added features available to us in the future, staff is recommending we purchase the Sensus meter reading handheld units from HD Supply Waterworks and authorize Incode to perform the necessary sync integration for the new units.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval of the resolution.
REFERENCE DOCUMENTS ATTACHED	Meter Reading System Cost Comparison Trimble Handheld Datasheet

RESOLUTION NO. R-15-18

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO ISSUE A PURCHASE ORDER TO HD SUPPLY WATERWORKS FOR A SENSUS METER READING SYSTEM AND TO INCODE FOR SYSTEM INTEGRATION SOFTWARE.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS;

That the Finance Director be and is hereby authorized and directed to issue a purchase order to HD Supply Waterworks for a Sensus meter reading system at a total price not to exceed $14,455 and to Incode for system integration software in an amount not to exceed $5,000.

ADOPTED THIS 10TH DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

METER READING SYSTEM COST COMPARISON								
VENDOR	HANDHELD BRAND	HARDWARE	SOFTWARE	TRAINING	ANNUAL SUPPORT	INCODE INTEGRATION	SALES TAX	TOTAL
Stanion Wholesale Electric	Itron	$ 12,654.39	$ -	None	$ 2,480.32	$ -	$ 1,157.88	$ 16,292.59
HD Supply Waterworks	Sensus	$ 7,640.00	$ 3,775.00	Included	$ 1,995.00	$ 5,000.00	$ 1,044.47	$ 19,454.47
Northrop Grumman	VersaTerm	$ 11,312.00	$ 4,550.00	$ 4,547.00	N/A	$ 5,000.00	$ 1,451.37	$ 26,860.37

DATASHEET

Trimble Nomad rugged handheld computer

KEY FEATURES

- Outdoor rugged design
- Long-life battery
- 806 MHz processor
- Integrated WWAN capability
- Integrated GPS with SiRFstarIII and SiRFInstantFixII
- Integrated bar code scanner
- Integrated 5MP camera, with flash and geotagging
- Integrated Bluetooth and Wi-Fi wireless capability
- Full VGA display
- Windows Mobile 6.1
- Small and lightweight

EVERYTHING YOU WANTED IN AN OUTDOOR RUGGED HANDHELD COMPUTER—BUILT IN.

The Trimble® Nomad® 900 series packs even more functionality into one of the most powerful and full-featured rugged handheld computers available. Standard features include an 806 MHz processor, a long-life lithium-ion battery, 512 MB to 2 GB of Flash storage and integrated wireless capabilities like GPS, Wi-Fi and Bluetooth®[1]. The high-resolution, sunlight-visible VGA display shows images, maps and data in crisp detail. Optional features include an integrated cellular WWAN, laser bar code scanner and a 5 MP color digital camera.

The Nomad computer also includes the latest Windows Mobile® 6.1 software, so it runs all the applications you use most, including a wide range of third-party software for industry specific applications.

Built-in versatility

The Nomad computer's many built-in capabilities make it easy to collect, save and transmit data in the field. The integrated SiRFstarIII GPS receiver with SiRFInstantFixII technology enables position acquisition in less time and in challenging environments such as in canyons, under heavy canopy and even inside buildings[2]. Now navigation is faster, more accurate, more reliable and more consistently available.

Quickly track your assets with the integrated 1D laser bar code scanner and upload changes from the field. The 5 megapixel camera and geotag-enabled software can capture high-resolution, full color images for inspection, maintenance and repair applications. With geotagging enabled, your photos will have precise locations stored in EXIF and/or overlaid on the image.

All models come with a Secure Digital (SD/SDHC) slot. Depending on the model, even more capabilities can be added via a CompactFlash (CF Type II) slot.

Tough as the outdoors

Like other Trimble rugged handhelds, the Nomad computer meets rigorous MIL-STD-810F military standards for impact, vibration, humidity, altitude and extreme temperatures. It also comes with an IP67 rating. That means the Nomad handheld is completely sealed against dust, and it can survive immersion in up to a meter of water for 30 minutes. Trimble rugged handhelds have proven their reliability and lower Total Cost of Ownership (TCO) over consumer grade handhelds[3] in the field with thousands of real world users.

Ideal mobile application platform

The Marvell 806 MHz processor, when combined with Trimble's optimized graphics processing, advanced caching, and proprietary high-speed journaling file system, makes the next generation Trimble Nomad series one of the fastest Windows Mobile handheld computers on the market today. Tuned to maximize the integrated GPS receiver's performance, the next generation Nomad also has an improved antenna design which significantly improves Time-to-First-Fix (TTFF) and fix under thick canopy.

Want to do more outside? Get the handheld that has more inside. Get your hands on a Nomad handheld computer.

1 Nomad 900B models have Bluetooth only.
2 Tracking ability and position accuracy will vary depending on building construction.
3 E-mail us at handhelds@trimble.com for a copy of the TCO White Paper.

Trimble Nomad rugged handheld computer

STANDARD FEATURES

- Windows Mobile 6.1 (Professional in WWAN models; Classic in all other models)
- Marvell 806 MHz XScale processor
- 128 MB DDR SDRAM
- 512 MB to 2 GB non-volatile Flash storage (4 GB SD card included with camera models)
- Full VGA display, sunlight-readable color TFT
- Touchscreen
- Rugged submersible design
- Integrated speaker and microphone
- Integrated Bluetooth 2.0
- Secure Digital (SD/SDHC) slot
- Numeric keypad
- Notification LEDs
- USB host and client
- Headset jack (2.5 mm mono audio and microphone)
- 15-hour battery life (in active use with default settings)
- Keypad backlight for night use
- 12-month limited warranty

CONFIGURATION OPTIONS (See Nomad Configurations table below for details)

- Integrated Quad-band GSM GPRS/EDGE capability
- Integrated GPS (SiRFstarIII, WAAS / SBAS capable, SiRFInstantFixII)
- Integrated Wi-Fi wireless capability
- CompactFlash (CF) (Type II) slot
- Integrated laser 1D bar code scanner
- Integrated digital camera (color, 5 megapixel resolution, with flash)
- Serial boot with 9-pin RS-232 port

STANDARD SOFTWARE

- Microsoft Office Mobile
  - Word Mobile
  - Excel Mobile
  - PowerPoint Mobile
  - Outlook Mobile
  - Pocket OneNote
- Internet Explorer Mobile
- Notes/Tasks
- Calculator
- Windows Media Player
- Microsoft Pictures and Videos
- Online help
- Contacts/Calendar
- Adobe Reader LE

STANDARD ACCESSORIES

- Rechargeable Li-ion battery module
- Rugged stylus with spring-loaded tip
- Stylus lanyard
- AC charger and international adapters
- USB data cable
- Standard Cap
- User's guide
- Hand strap
- Screen protectors
- Getting Started CD with ActiveSync
- USB boot

OPTIONAL ACCESSORIES

- Carry case
- Deluxe case with belt clip & neck strap
- Serial boot with 9-pin RS-232 port
- Serial interface cable
- AA battery module
- Spare battery charger
- Extended Cap
- Range pole bracket
- 12 V vehicle charger
- Vehicle mount
- Trigger pistol grip

PHYSICAL

Size . . . . 6.92 in x 3.92 in x 1.96 in (17.6 cm x 10 cm x 5.0 cm)
Weight . . . . 21 ounces (596 g) including rechargeable battery
Housing. . . . . Polycarbonate
Color . . . . Yellow w/Black, Grey w/Black or Green w/Black

CERTIFICATIONS: FCC, CE/R & TTE, IC (Canada), C-Tick, RoHS Compliant, PTCRB, GCF Compliant, AT&T network compatible, Section 508 compliant, CCX v4 ASD, MIL-STD-461E RE102, MIL-STD-461E RS103

ENVIRONMENTAL SPECIFICATIONS

Meets or exceeds:

Water . . . . Immersed in 3.3 ft (1 meter) of water for 30 minutes
Water Jet 0.5 in dia. @ 8.2 ft–9.8 ft, 26.4 gallons/min
(Water Jet 12.5 mm dia. @ 2.5 m–3 m, 100 Liter/min)
MIL-STD-810F, Method 512.4, Procedure I, IEC-529, IP67
Sand & dust . . . . 8 hours of operation with blowing talcum powder
MIL-STD-810F, Method 510.3, Procedure I, II, IEC-529, IP67
Drop . . . . 26 drops at room temperature from 4 ft (1.22 m) onto plywood over concrete
6 additional drops at –22 °F (–30 °C)
6 additional drops at 140 °F (60 °C)
MIL-STD-810F, Method 516.5, Procedure IV
Vibration. . . . . General Minimum Integrity and Loose Cargo tests
MIL-STD-810F, Method 514.5, Procedure I, II
Operating Temperature. –22 °F to 140 °F (–30 °C to 60 °C)
MIL-STD-810F, Method 501.4, Procedure II
MIL-STD-810F, Method 502.4, Procedure I, II, III
Storage Temperature. . . . . –40 °F to 158 °F (–40 °C to 70 °C)
MIL-STD-810F, Method 501.4, Procedure I
MIL-STD-810F, Method 502.4, Procedure I, II, III
Temperature shock. . . . . –22 °F/149 °F (–30 °C/+65 °C)
MIL-STD-810F, Method 503.4, Procedure I
Humidity . . . . 90%RH temp cycle 32 °F/158 °F (0 °C/+70 °C)
MIL-STD-810F, Method 507.4
Altitude. . . . . 15,000 ft (4,572 m) at 73 °F (23 °C)
to 40,000 ft (12,192 m) at –22 °F (–30 °C)
MIL-STD-810F, Method 500.5, Procedure I, II, III

ELECTRICAL

Processor . . . . Marvell PXA320 XScale 806 MHz
Memory. . . . . 128 MB DDR SDRAM; ~30 MB reserved
Storage . . . . 512 MB to 2 GB onboard non-volatile NAND Flash; ~50 MB reserved
Expansion . . . . 1x SD/SDHC slot (all models),
1x Type II CF slot (900B, 900L, 900X)
4 GB SD card included in camera-equipped Nomad 900 models
Display. . . . . 480 x 640 pixel (VGA) 16-bit color TFT with LED backlight
Batteries . . . . 5200 mAh Li-ion rechargeable module[4]
I/O . . . . USB host and client, power, headset jack
GPS accuracy. . . . . 2–4 m SBAS corrected[5]
Radios . . . . Bluetooth 2.0 + EDR;
WLAN: Wi-Fi (CCX v4 ASD) (802.11b/g);
WWAN: Quad-band GSM GPRS/EDGE

4 To ensure best performance when temperatures are below –4 °F (–20 °C), be sure battery is inserted in the device only when in use. When device is not in use at these temperatures, keep batteries in a pocket or stored in a warmer area.
5 2–4 m (50%–95%) accuracy determined using Horizontal Root Mean Squared method – Open Sky.

NOMAD CONFIGURATIONS

	Flash	Card slots	BT	GPS	Wi-Fi	WWAN	Camera	Bar code scanner
900B	512 MB	SD/CF	x					
900L	1 GB	SD/CF	x	x	x			
900LC	1 GB	SD	x	x	x		x	
900LE	1 GB	SD	x	x	x		x	x
900X	2 GB	SD/CF	x	x	x	x		
900XE	2 GB	SD	x	x	x	x	x	x
800LC	1 GB	SD	x	x	x		x	

Color display images shown may vary slightly from actual display. Specifications subject to change without notice. Trimble Nomad has tested compatible with Cisco wireless access points with CCX features.

YOUR AUTHORIZED TRIMBLE DISTRIBUTION PARTNER

Trimble Navigation Limited
P.O. Box 947
Corvallis, OR 97339
541-750-9200 Phone
www.trimble.com/rugged

www.trimble.com

Item # I-11

	CITY OF COFFEYVILLE **BOARD OF COMMISSIONERS AGENDA ITEM**	
MEETING DATE	02/10/2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-19	
AGENDA TITLE	**Bandwidth Purchase Renewal**	
REQUESTING DEPARTMENT	Internet Utility	
PRESENTER	Chris Felix, IT Manager	
FISCAL INFORMATION	Cost as recommended:	$5,000 per month
	Budget Line Item:	720-5-000-448
	Balance Available	$76,300
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To renew our bandwidth purchase agreement with Cox Communications	
BACKGROUND	Coffeyville Connection currently receives bandwidth from Cox Communications. Our current contract, which is a 3 year term is up for renewal.	
SPECIAL NOTES		

ANALYSIS	Under our current contract terms, Coffeyville Connection pays Cox Communications $6,800 per month for 100Mbps of internet bandwidth. With the addition of CCC as an internet customer and their contract amount of 250Mbps, we need to increase our capacity. Staff asked our current provider what a new 3-year term would be with the additional bandwidth. The original quote received was $7,500 per month. However, that quote has since expired. Staff sought out quotes from AT&T to try and get a comparative quote. In the past, AT&T had not responded to our request for quotes for internet bandwidth. However, this time, they were interested. AT&T submitted a quote for $5021.60/mo. The estimated construction time was 120 days which really doesn’t work for our time frame. We then approached Cox informing them that we would more than likely be recommending a new vendor for internet bandwidth. We informed them that a competitor had a much better price. Cox has since submitted a new quote for internet bandwidth. Their quote came in at $5,000 per month, plus a $500 installation fee. Going with either vendor would save Coffeyville Connection $1,800/mo. on what we’re currently paying.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends entering into another 3-year term with Cox Communications for internet bandwidth.
REFERENCE DOCUMENTS ATTACHED	Cox Communications Agreement

RESOLUTION NO. R-15-19

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH COX BUSINESS TO PROVIDE 500 Mbps OF OPTICAL INTERNET BANDWIDTH FOR THE COFFEYVILLE WIRELESS INTERNET UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas to authorize the Mayor and City Clerk to execute an agreement with Cox Business to provide 500 Mbps of Optical Internet Bandwidth for the Coffeyville Internet Utility at a cost of $5,000 per month.

ADOPTED THIS 10th DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

Commercial Services Agreement

2/4/2015

Cox Account Rep:	Marcheta Puckett	**Cox System Address:**	
Phone Number:	316-260-7410	901 S George Washington Blvd	
Fax Number:	877-873-9953	WICHITA, KS 67211	

Customer Information		**Authorized Customer Representative Information**	
Legal Company Name:	COFFEYVILLE CITY HALL	**Full Name:**	Chris Felix
Street Address:	102 W 7TH ST	**Billing Contact:**	620-252-6108
City/State/Zip:	Coffeyville, Kansas 67337	**Fax:**	
Billing Address:	PO BOX 1629	**Contact Number:**	620-252-6135
City/State/Zip:	COFFEYVILLE, Kansas 67337	**Email Address:**	cfelix@coffeyville.com
Cox Account #:	580-0307800-01		

Taxes and Fees Not Included

Service Description	Prev QTY	New QTY	Unit Price	Term *(Months)*	Service Charges: Monthly Recurring	Service Charges: One Time Activation & Setup Fees
Free Access to Cox WiFi/Cable WiFi Hotspots Nationwide	0	1	$0.00	36	$0.00	
Cox Optical Internet 500 Mbps	0	1	$5,000.00	36	$5,000.00	
Cox Optical Internet Installation	0	1	$500.00			$500.00
Totals:					$5,000.00	$500.00

Equipment Charges

Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities.		**Merge Bill**
__________	For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special Conditions

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at http://ww2.cox.com/aboutus/policies/business-general-terms.cox, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature	**Cox Communications Kansas, LLC; Cox Kansas Telcom, LLC Signature**
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/voice/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE http://ww2.cox.com/business/voice/regulatory.cox. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at http://ww2.cox.com/aboutus/policies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

2015 LOCAL RETAIL SALES TAX COLLECTION
SALES/COMP USE COMBINED

TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2012 ACTUAL .01 TAX	2013 ACTUAL .01 TAX	2013/2012 PERCENTAGE INC OR DEC .01 TAX	2014 ACTUAL .01 TAX	2014/2013 PERCENTAGE INC OR DEC .01 TAX	2015 ACTUAL .01 TAX	2015/2014 PERCENTAGE INC OR DEC .01 TAX
NOVEMBER	DECEMBER	JANUARY	$148,226.81	$167,595.09	13.07%	$146,299.40	-12.71%	$147,492.93	0.82%
			$148,226.81	$167,595.09	13.07%	$146,299.40	-12.71%	$147,492.93	0.82%
DECEMBER	JANUARY	FEBRUARY	$143,962.99	$148,919.84	3.44%	$146,126.93	-1.88%		
			$292,189.80	$316,514.93	8.33%	$292,426.33	-7.61%		
JANUARY	FEBRUARY	MARCH	$139,347.33	$137,187.38	-1.55%	$155,123.07	13.07%		
			$431,537.13	$453,702.31	5.14%	$447,549.40	-1.36%		
FEBRUARY	MARCH	APRIL	$131,058.10	$127,529.65	-2.69%	$151,251.80	18.60%		
			$562,595.23	$581,231.96	3.31%	$598,801.21	3.02%		
MARCH	APRIL	MAY	$153,661.55	$145,200.87	-5.51%	$147,661.30	1.69%		
			$716,256.78	$726,432.83	1.42%	$746,462.50	2.76%		
APRIL	MAY	JUNE	$155,660.26	$135,648.76	-12.86%	$148,675.89	9.60%		
			$871,917.04	$862,081.59	-1.13%	$895,138.39	3.83%		
MAY	JUNE	JULY	$146,609.92	$164,860.74	12.45%	$141,306.30	-14.29%		
			$1,018,526.96	$1,026,942.33	0.83%	$1,036,444.69	0.93%		
JUNE	JULY	AUGUST	$135,442.55	$139,930.94	3.31%	$138,002.68	-1.38%		
			$1,153,969.51	$1,166,873.27	1.12%	$1,174,447.38	0.65%		
JULY	AUGUST	SEPTEMBER	$134,808.97	$146,503.50	8.67%	$150,733.15	2.89%		
			$1,288,778.48	$1,313,376.77	1.91%	$1,325,180.53	0.90%		
AUGUST	SEPTEMBER	OCTOBER	$150,154.74	$153,570.57	2.27%	$151,905.19	-1.08%		
			$1,438,933.21	$1,466,947.35	1.95%	$1,477,085.72	0.69%		
SEPTEMBER	OCTOBER	NOVEMBER	$149,159.54	$119,545.03	-19.85%	$149,480.82	25.04%		
			$1,588,092.75	$1,586,492.38	-0.10%	$1,626,566.54	2.53%		
OCTOBER	NOVEMBER	DECEMBER	$151,848.84	$151,947.80	0.07%	$134,790.17	-11.29%		
			$1,739,941.59	$1,738,440.18	-0.09%	$1,761,356.71	1.32%		

2015 LOCAL RETAIL SALES TAX COLLECTION
SALES TAX

TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2012 ACTUAL .01 TAX	2013 ACTUAL .01 TAX	2013/2012 PERCENTAGE INC OR DEC .01 TAX	2014 ACTUAL .01 TAX	2014/2013 PERCENTAGE INC OR DEC .01 TAX	2015 ACTUAL .01 TAX	2015/2014 PERCENTAGE INC OR DEC .01 TAX
NOVEMBER	DECEMBER	JANUARY	$127,226.85	$147,766.00	16.14%	$126,719.31	-14.24%	$130,323.58	2.84%
			$127,226.85	$147,766.00	16.14%	$126,719.31	-14.24%	$130,323.58	2.84%
DECEMBER	JANUARY	FEBRUARY	$114,207.65	$131,120.25	14.81%	$127,902.52	-2.45%		
			$241,434.50	$278,886.25	15.51%	$254,621.83	-8.70%		
JANUARY	FEBRUARY	MARCH	$123,591.72	$120,592.18	-2.43%	$127,851.86	6.02%		
			$365,026.22	$399,478.43	9.44%	$382,473.68	-4.26%		
FEBRUARY	MARCH	APRIL	$115,742.16	$113,834.38	-1.65%	$132,973.66	16.81%		
			$480,768.38	$513,312.81	6.77%	$515,447.34	0.42%		
MARCH	APRIL	MAY	$124,003.74	$130,704.45	5.40%	$125,613.95	-3.89%		
			$604,772.12	$644,017.26	6.49%	$641,061.29	-0.46%		
APRIL	MAY	JUNE	$127,454.00	$122,956.99	-3.53%	$128,525.97	4.53%		
			$732,226.12	$766,974.25	4.75%	$769,587.26	0.34%		
MAY	JUNE	JULY	$126,759.77	$148,843.85	17.42%	$125,013.93	-16.01%		
			$858,985.89	$915,818.10	6.62%	$894,601.19	-2.32%		
JUNE	JULY	AUGUST	$120,519.45	$115,658.54	-4.03%	$109,485.72	-5.34%		
			$979,505.34	$1,031,476.63	5.31%	$1,004,086.91	-2.66%		
JULY	AUGUST	SEPTEMBER	$111,519.05	$126,089.60	13.07%	$129,483.28	2.69%		
			$1,091,024.40	$1,157,566.23	6.10%	$1,133,570.19	-2.07%		
AUGUST	SEPTEMBER	OCTOBER	$130,899.04	$133,317.76	1.85%	$132,775.50	-0.41%		
			$1,221,923.43	$1,290,884.00	5.64%	$1,266,345.69	-1.90%		
SEPTEMBER	OCTOBER	NOVEMBER	$126,135.61	$100,266.93	-20.51%	$119,929.13	19.61%		
			$1,348,059.05	$1,391,150.93	3.20%	$1,386,274.82	-0.35%		
OCTOBER	NOVEMBER	DECEMBER	$131,120.58	$130,547.73	-0.44%	$113,979.58	-12.69%		
			$1,479,179.63	$1,521,698.66	2.87%	$1,500,254.40	-1.41%		

2015 LOCAL RETAIL SALES TAX COLLECTION
COMPENSATING USE TAX

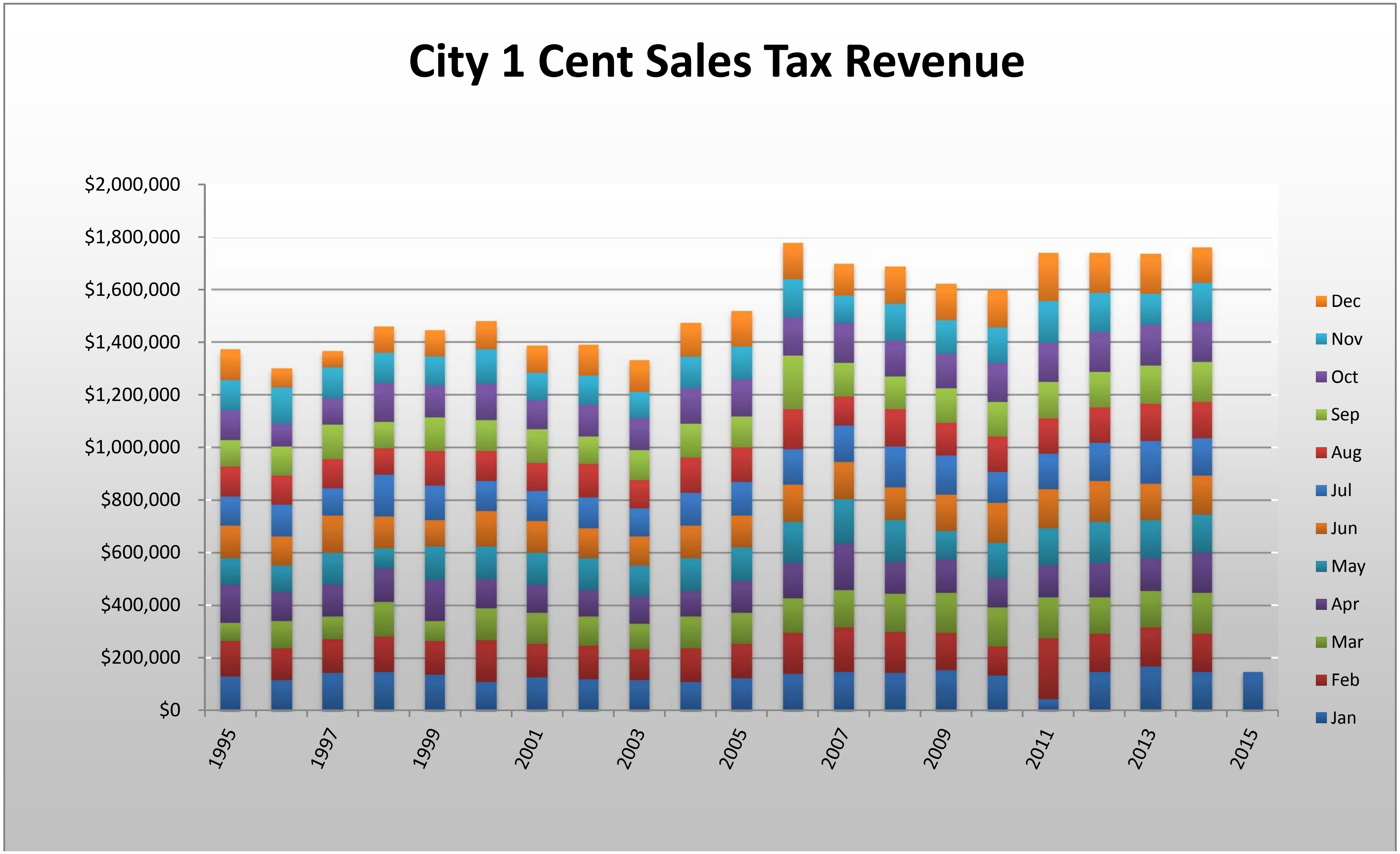
TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2012 ACTUAL .01 TAX	2013 ACTUAL .01 TAX	2013/2012 PERCENTAGE INC OR DEC .01 TAX	2014 ACTUAL .01 TAX	2014/2013 PERCENTAGE INC OR DEC .01 TAX	2015 ACTUAL .01 TAX	2015/2014 PERCENTAGE INC OR DEC .01 TAX
NOVEMBER	DECEMBER	JANUARY	$20,999.96	$19,829.09	-5.58%	$19,580.09	-1.26%	$17,169.35	-12.31%
			$20,999.96	$19,829.09	-5.58%	$19,580.09	-1.26%	$17,169.35	-12.31%
DECEMBER	JANUARY	FEBRUARY	$29,755.35	$17,799.59	-40.18%	$18,224.41	2.39%		
			$50,755.31	$37,628.68	-25.86%	$37,804.51	0.47%		
JANUARY	FEBRUARY	MARCH	$15,755.60	$16,595.20	5.33%	$27,271.21	64.33%		
			$66,510.91	$54,223.88	-18.47%	$65,075.72	20.01%		
FEBRUARY	MARCH	APRIL	$15,315.94	$13,695.26	-10.58%	$18,278.14	33.46%		
			$81,826.85	$67,919.15	-17.00%	$83,353.86	22.73%		
MARCH	APRIL	MAY	$29,657.81	$14,496.42	-51.12%	$22,047.35	52.09%		
			$111,484.66	$82,415.57	-26.07%	$105,401.21	27.89%		
APRIL	MAY	JUNE	$28,206.25	$12,691.78	-55.00%	$20,149.92	58.76%		
			$139,690.92	$95,107.34	-31.92%	$125,551.13	32.01%		
MAY	JUNE	JULY	$19,850.15	$16,016.89	-19.31%	$16,292.37	1.72%		
			$159,541.06	$111,124.23	-30.35%	$141,843.50	27.64%		
JUNE	JULY	AUGUST	$14,923.10	$24,272.41	62.65%	$28,516.96	17.49%		
			$174,464.17	$135,396.64	-22.39%	$170,360.46	25.82%		
JULY	AUGUST	SEPTEMBER	$23,289.91	$20,413.90	-12.35%	$21,249.88	4.10%		
			$197,754.08	$155,810.54	-21.21%	$191,610.34	22.98%		
AUGUST	SEPTEMBER	OCTOBER	$19,255.70	$20,252.81	5.18%	$19,129.69	-5.55%		
			$217,009.78	$176,063.35	-18.87%	$210,740.03	19.70%		
SEPTEMBER	OCTOBER	NOVEMBER	$23,023.92	$19,278.10	-16.27%	$29,551.69	53.29%		
			$240,033.70	$195,341.45	-18.62%	$240,291.72	23.01%		
OCTOBER	NOVEMBER	DECEMBER	$20,728.26	$21,400.07	3.24%	$20,810.59	-2.75%		
			$260,761.96	$216,741.52	-16.88%	$261,102.31	20.47%		

2015 SALES TAX ALLOCATION

Month	Tax Collected	General Fund (1/2 Cent) 010-4-000-029	Capital Improvement (1/2 Cent) 520-4-220-195	USD #445 Sales Tax Fund (1/2 Cent) 550-4-000-195	CRMC Sales Tax Fund (1/2 Cent) 560-4-000-195	Street Improvements (1/2 Cent Eff 4/1/10) 520-4-220-195	Capital Improvements (1/2 Cent) (See Below)	TOTAL
January	$ 442,478.78	$ 73,746.48	$ 73,746.46	$ 73,746.46	$ 73,746.46	$ 73,746.46	$ 73,746.46	$ 442,478.80
February	-	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-
	$ 442,478.78	$ 73,746.48	$ 73,746.46	$ 73,746.46	$ 73,746.46	$ 73,746.46	$ 73,746.46	$ 442,478.80

Allocation of Capital Improvements Sales Tax Portion

Month	Capital Equipment (20%) 500-4-000-199	Economic Development (10%) 180-4-000-195	Sales Tax Bond Reserve Fund ($5,210 / Month) 540-4-000-195	Sales Tax Bond Debt Service ($470,000) 530-4-000-195	Sales Tax Bond Surplus Account 520-4-641-195	Aquatic Center ($6,000) 450-4-000-195	TOTAL
January	$ 14,749.29	$ 7,374.65	$ -	$ -	$ 51,622.52	$ -	$ 73,746.46
February	-	-	-	-	-	-	-
March	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-
	$ 14,749.29	$ 7,374.65	$ -	$ -	$ 51,622.52	$ -	$ 73,746.46



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City of Coffeyville's
Building Permit Report for County
Month of January, 2015

Project Number	Short ID	Project Description	Permit Issued Date	Address / Legal	Owner Name	Value
SIGN-15-001	SIGN	Pole mounted and building mounted signs for new construction.	01/05/2015	1708 W 11th St. Westmoreland Park Addition Block 1 Lot 16 Lot 16, plus the vacated adjacent 20 feet of Edsell Street, plus the adjacent 40 feet of vacated street to the south of Lot 16.	Retail Buildings Inc.	
COML-15-002	COML	Addition of a 25 foot by 25 foot addition to the existing building with the addition of a new exit door.	01/14/2015	306 N Cline Rd. Northfield Adition Block 2 Lot 13	Barnes, Carol and David	$10,000.00
HADD-15-003	HADD	Installation of a new 15 foot by 20 foot storage building in the year yard.	01/22/2015	501 N Ohio Ave. Northfield Adition Block 6 Lot 20 & 21 The South 44 feet of Lot 20 plus the North 44 feet of Lot 21.	Lopeman, Cheryl Ann	$3,900.00
COML-15-004	COML	Re-roofing over repaired/replaced roof structure with insulation and metal trim, using modified bitumen membrane.	01/22/2015	1000 S Hall St. West Hall 1st Addition Block 1-6 Lot All	Weigand - Omega Management	$42,279.00
SIGN-15-005	SIGN	Replacement of existing sign faces with new faces in existing framework on post.	01/23/2015	1109 W 8th St. Commercial Club 1st Addition Block 4 Lot	Mann, Harold D. & Marilyn K.	

				5		

TOTALS:			
	Square Footage:	**3,565.00**	(Avg.: 1,188.33)
	Value:	**$56,179.00**	(Avg.: $18,726.33)
	Total Projects:	**5**	
	Permits Issued:	**5**	

Coffeyville Public Library Board of Trustees

Minutes for November 4, 2014 Meeting

Call to Order: The meeting was called to order by President Kay Frihart at 5:20PM. Present were Katie Hill, Library Director, Board members Kay Frihart, Gary Bailey, Jay Shearhart, Magan Martin, and Janie Hearson.

Approval of Minutes, Financial Statement and Director's Report: Gary made a motion to approve the October Minutes, the Financial Statement and the Director's Report as presented and Jay seconded the motion and the Board approved.

Old Business:

Renovation Update: The restrooms are open and the signs will be permanently installed soon. Liebert Brothers Electric is addressing some lightning issues. The flagpole lighting has been installed. The subcontractors will install the handrails for the front steps soon. In the children's area, the carpet and tile flooring have been installed. The circulation desk will be installed within the next few weeks. The tree will arrive on November 17th and be installed during that week. In the children's theatre area, adequate material that is fire retardant, cushioned and dampens sound is being sought.

Director's Evaluation: Magan made a motion for the Board to meet in executive session and Jay seconded the motion. The Board then met in executive session to discuss the Director's Evaluation. The Board secretary was given the completed evaluation forms and will compile a report with the results and present them to the Board president at the December 2nd meeting.

Open House: The Library's Open House is scheduled for Thursday, December 18th from 4-7PM. Before the Open House, the Library will be presented with a Salute to Business award at 3:30PM. Katie and Magan will contact Lanning's about catering and secure adequate volunteers to serve.

New Business:

Security Camera Proposal: A proposal from K-Tech Systems of Independence, Kansas was presented for a security camera system. Another bid will be submitted next week after a walkthrough of the Library. Katie has been authorized to spend up to $4,000 from the capital improvement fund to purchase required equipment.

Taste of Soup: The Taste of Soup fundraiser will be held at the Library on Tuesday, November 18th from 11-2PM. Tickets and flyers were given to Board members for sale and circulation.

Other News:

Match Day: November 14th will be Match Day from 7AM until 6PM.

Jay made a motion to adjourn the meeting, Gary seconded the motion; adjourned at 6:10PM.