CITY OF COFFEYVILLE COMMISSION MEETING AGENDA
TUESDAY, NOVEMBER 26, 2019
6:30 P.M.

A. CALL TO ORDER – Mayor Paul Bauer

B. ROLL CALL

C. INVOCATION – Chuck Kackley, Pastor of Flint Hills Assembly of God Church

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

All items listed are considered to be routine by the City Commission and will be enacted without separate discussion of these items unless a Commission member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

1. City Commission Meeting Minutes – Tuesday, November 12, 2019
2. 2019 Appropriation Ordinance No. AO-19-22 $4,139,623.73
3. 2019 Appropriation Ordinance No. AO-19-22A (Isham's) $ 389.51
4. 2019 Appropriation Ordinance No. AO-19-22B (Irontime) $ 78.84

REGULAR AGENDA ITEMS

G. PUBLIC HEARING(S), SPECIAL PRESENTATION(S), & PROCLAMATION(S)

1. Census Proclamation
2. Water Rescue and Lifesaving Awards
3. Swearing in of Officer Michael Burrows to the Coffeyville Police Department

H. OLD BUSINESS

I. NEW BUSINESS

1. Resolution R-19-68 – a Resolution regarding approval of Next Generation 911 (NG911) Services for the County of Nowata, Oklahoma MOA
2. Resolution R-19-69 – a Resolution to receive authorization to issue an additional purchase order for repairs for Boiler Feed Pump #1.
3. Resolution R-19-70 – a Resolution authorizing Substation Improvements – SCADA Upgrades B-Substation ~ Power Plant Substation ~ South Industrial Park Substation
4. Resolution R-19-71 – a Resolution to Authorize agreement with Olsson for engineering services on the Highland Road Reconstruction Project.
5. Resolution R-19-72 – a Resolution to Approve Supplemental request from KDOT for third party engineering services on the Safe Routes to School project (SRTS)

6. Resolution R-19-73 – a resolution to Approve a lease agreement for the City owned asphalt lot at 800 E 8th Street
7. CVR Discussion
8. Resolution R-19-74 – a Resolution to approve the City of Coffeyville fee schedule for 2020
9. Resolution R-19-75 – a Resolution approving the Lump Sum Fiscal Performance Payment
10. City Manager's Report

J. COMMENTS

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

1. The public is free to comment on items not listed on the agenda. Please address comments to the Commission as a body, and be mindful of others who may also wish to speak by limiting comments to 3 minutes.
2. Comments from Commissioners and Staff

K. EXECUTIVE SESSION(S)

1. Executive Session pursuant to KSA 75-4319 (b)(1) regarding personnel matters of non-elected personnel

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. City Recreation Commission Report
2. Library Minutes – September
3. Library Minutes – October

M. ADJOURN

CITY OF COFFEYVILLE COMMISSION MEETING MINUTES
TUESDAY, NOVEMBER 12, 2019
CITY HALL, 6:30 P.M.

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

Present:

MAYOR PAUL BAUER
COMMISSIONER JUSTIN DOANE
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER CHRIS WILLIAMS

COMMISSIONER JIM C TAYLOR, JR. - ABSENT

City Staff in attendance:

CITY MANAGER MARK HALL
CITY ATTORNEY PAUL KRITZ
FINANCE DIRECTOR STEPHANIE RICHARDSON
FIRE CHIEF BILLY COCKMAN
IT DIRECTOR CHRIS FELIX
ELECTRIC UTILITY DIRECTOR MICHAEL SHOOK
PUBLIC WORKS DIRECTOR CHUCK SHIVELY
SUPERINTENDENT OF ENGINEERING THOMAS OSBORN

A. CALL TO ORDER – Mayor Paul Bauer

B. ROLL CALL – JIM C. TAYLOR, JR. ABSENT, MAJORITY ESTABLISHED

C. INVOCATION – John Dixon, Pastor, Emmanuel Southern Baptist Church

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, October 22, 2019
2. 2019 Appropriation Ordinance No. AO-19-21 $2,936,584.38

ACTION: Move to approve consent agenda items 1 and 2 as presented.

MOTION: BAUER SECOND: VANNOSTER
ROLL CALL VOTE: ALL AYE

<u>REGULAR AGENDA ITEMS</u>

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

1. Buddy Poppy Day Proclamation
2. Coffeyville Fire Department receives Plains Pipeline, L.P. grant award

Fire Chief, Billy Cockman, commented that Plains Pipeline, L.P. approached the department offering training related to propane. Upon the completion of the training, Plains Pipeline, L.P.

provided the opportunity for this grant. The grant was awarded in the amount of $6,220 to purchase new fire hose. Chief Cockman also announced a grant award of $21,000 for the Regional Hazmat Team to purchase level A suits and new air bottles for the department.

H. OLD BUSINESS

I. NEW BUSINESS

1. Resolution R-19-66 – a Resolution to execute a Work Authorization Agreement with Allgeier, Martin and Associates, Inc. for design, bidding, and construction phase engineering services for installing an Advanced Metering Infrastructure (AMI) system for water and electric utilities.

   Director of Public Works, Chuck Shively and Electric Utility Director, Michael Shook addressed the Commission regarding moving forward with the AMI project using Allgeier, Martin and Associates to design, bid and assist with construction phase engineering for the project. This project will be a partnership between the City and Allgeier, Martin and Associates thru the completion phase of the project. Funding for the electric portion of the project will come from savings realized from the construction of the new generation project while the water portion will be funded through a low interest loan from the Kansas Department of Health and Environment (KDHE).

   ACTION: Move to approve Resolution R-19-66 as presented.

   MOTION: VANNOSTER SECOND: WILLIAMS
   ROLL CALL VOTE: ALL AYE

2. Resolution R-19-67 – a Resolution to authorize execution the execution of two location agreements between the City of Coffeyville and Zagster Inc. for two bicycle kiosks.

   Tourism Director, Samantha Kudrick and Coffeyville Area Community Foundation (CACF) Executive Director, Janie Gillis explained the new bike share program to the commission highlighting this was a partnership between the CACF, Visit Coffeyville and Coffeyville Reawakening. This program is being offered through a grant awarded by Blue Cross Blue Shield of Kansas. Thomas Osborn, Superintendent of Engineering requested permission from the commission to enter into a location agreement with Zagster, Inc. to locate two bike kiosks on city property. The first would be located at east of the Chamber of Commerce building and the second at the intersection of Hall and 9th Street.

   ACTION: Move to approve Resolution R-19-67 as presented.

   MOTION: BAUER SECOND: DOANE
   ROLL CALL VOTE: VANNOSTER – ABSTAIN; REMAINDER - ALL AYE

3. City Manager's Report

   City Manager, Mark Hall, thanked CACF, Visit Coffeyville and Coffeyville Reawakening groups for bringing this new amenity to Coffeyville to improve the quality of life and mobility for pedestrians in Coffeyville. A thank you was also given to the Coffeyville

Chamber and Coffeyville Municipal Light and Power department for the work being done downtown on the new Christmas lighting installation. It is great to see departments and community groups working together to make Coffeyville a better place.

J. COMMENTS

Comments from Citizens:

Candi Westbrook, Chamber Director thanked Samantha Kudrick for the bike share program idea and for her work in bringing those types of programs to Coffeyville. She also thanked the community and city staff for support of Brewfest, Spooktacular and Holiday Open House. Each event brought people into Coffeyville to enjoy what we have to offer. She also announced the Christmas Parade is scheduled for December 6^{th} at 6pm. They are looking for 150 entries this year so anyone interested should contact the Chamber.

Staff & Commissioner Comments:

Mayor Paul Bauer expressed his condolences to the family of Larry Trotter and thanked them for sharing him with the City while he served as a commissioner and Vice-Mayor.

Mayor Paul Bauer thanked all of the candidates who ran for elected offices. Commissioner Williams congratulated those who won the city commissioner election. He shared the experience is a challenging endeavor but good leadership guides them in the right direction.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales Tax Report
2. Property Tax Report
3. Coffeyville Police Department Crime Statistics Report

J. ADJOURN

ACTION: Move to adjourn.

MOTION: BAUER SECOND: WILLIAMS
SHOW OF HAND VOTE: ALL AYE

Time the meeting was adjourned: 7:17 pm

Date the minutes were approved: ______________________________

Minutes prepared by Stephanie A. Richardson, Finance Director.

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Allison Pryor, City Clerk

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

PACKET: 03755 AO 19-22 11.26.19 PAYABL

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
01-51602 ABM SUPPLY						
I-2019-100		RIFLE PLATE X 16	3,075.00			
11/07/2019	AP	DUE: 11/07/2019 DISC: 11/07/2019		1099: Y		
		RIFLE PLATE X 16		010 5-023-865	SAFETY EQUIPMENT	3,075.00
I-2019-103		TOURNIQUET, DRESSINGS, SPLINT	386.50			
11/14/2019	AP	DUE: 11/14/2019 DISC: 11/14/2019		1099: Y		
		TOURNIQUET, DRESSINGS, SPLINTS		010 5-023-480	S.O.T. OFFICERS	386.50
		=== VENDOR TOTALS ===	3,461.50			
01-50105 ACTION COMMUNICATIONS						
I-18091		CABLE, POWER CORD, LABOR	108.09			
11/14/2019	AP	DUE: 11/14/2019 DISC: 11/14/2019		1099: Y		
		CABLE, POWER CORD, LABOR		010 5-023-670	RADIO MAINTENANCE	108.09
		=== VENDOR TOTALS ===	108.09			
01-02910 AIRGAS USA, LLC						
I-9966141331		CYLINDER RENTAL	89.11			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	89.11
		=== VENDOR TOTALS ===	89.11			
01-50300 ALLGEIER, MARTIN & ASSOCIATES,						
I-COFF6019001-2		ESTIMATE-RPLC SWITCHGEAR NIP	3,914.00			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		ESTIMATE-RPLC SWITCHGEAR NIP		800 5-040-478	PROFESSIONAL SERVICES	3,914.00
		=== VENDOR TOTALS ===	3,914.00			
01-50458 AMERICAN REGISTRY FOR INTERNET						
I-SI346335		REGISTRATION SVCS ANNUAL FEE	1,000.00			
10/25/2019	AP	DUE: 10/25/2019 DISC: 10/25/2019		1099: N		
		REGISTRATION SVCS ANNUAL FEE		720 5-000-424	CONTRACTUAL AGREEMENTS	1,000.00
		=== VENDOR TOTALS ===	1,000.00			

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01-50553 AQUA-AEROBIC SYSTEMS, INC.						
I-1022202		SBR PANEL UPGRADE	39,306.00			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		SBR PANEL UPGRADE		910 5-611-850	OTHER EQUIPMENT	39,306.00
		=== VENDOR TOTALS ===	39,306.00			
01-50670 ASPLUNDH TREE EXPERT COMPANY						
I-77J33619		TREE TRIMMING THRU 11/02/19	5,044.80			
11/08/2019	AP	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		TREE TRIMMING THRU 11/02/19		800 5-020-424	CONTRACTUAL AGREEMENTS	5,044.80
I-77Y87919		TREE TRIMMING THRU 11/9/19	4,511.40			
11/15/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: N		
		TREE TRIMMING THRU 11/9/19		800 5-020-424	CONTRACTUAL AGREEMENTS	4,511.40
		=== VENDOR TOTALS ===	9,556.20			
01-59760 AT&T						
I-11193161404106		11/19 E911	267.20			
11/01/2019	AP	DUE: 12/01/2019 DISC: 12/01/2019		1099: N		
		11/19 E911		510 5-000-416	COMMUNICATIONS	267.20
I-11196202511611		11/19 E911	224.28			
11/09/2019	AP	DUE: 12/09/2019 DISC: 12/09/2019		1099: N		
		11/19 E911		510 5-000-416	COMMUNICATIONS	224.28
I-11196202511733		11/19 E911	231.22			
11/09/2019	AP	DUE: 12/09/2019 DISC: 12/09/2019		1099: N		
		11/19 E911		510 5-000-416	COMMUNICATIONS	231.22
I-11196202511826		11/19 E911	227.36			
11/09/2019	AP	DUE: 12/09/2019 DISC: 12/09/2019		1099: N		
		11/19 E911		510 5-000-416	COMMUNICATIONS	227.36
		=== VENDOR TOTALS ===	950.06			
01-59780 AT&T						
I-11196202512322		ATMOS METER STATION MODEM LIN	180.37			
11/09/2019	AP	DUE: 12/09/2019 DISC: 12/09/2019		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	180.37
		=== VENDOR TOTALS ===	180.37			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-03877 AUTO ZONE, INC.						
I-1601583223		SIMPLE GREEN CLEANER X 3	47.97			
10/17/2019	AP	DUE: 10/17/2019 DISC: 10/17/2019		1099: N		
		SIMPLE GREEN CLEANER X 3		800 5-030-520	DEPARTMENT SUPPLIES	47.97
		=== VENDOR TOTALS ===	47.97			
01-50964 BARTLESVILLE EXAMINER-ENTERPRI						
I-0000337339		10/19 HGC ADVERTISING	296.12			
11/03/2019	AP	DUE: 12/03/2019 DISC: 12/03/2019		1099: N		
		10/19 HGC ADVERTISING		370 5-000-482	PUBLIC NOTICES	296.12
		=== VENDOR TOTALS ===	296.12			
01-02050 BARTLETT COOP ASSOCIATION						
I-85940		PROPANE	9.60			
10/25/2019	AP	DUE: 11/24/2019 DISC: 11/24/2019		1099: N		
		PROPANE		010 5-163-525	CHEMICALS/FERTILIZERS/SE	9.60
		=== VENDOR TOTALS ===	9.60			
01-00336 BLAKE'S LUBE CENTER						
I-20195206		OIL CHANGE	58.20			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		OIL CHANGE		800 5-040-545	MOTOR FUELS/LUBRICANTS	58.20
		=== VENDOR TOTALS ===	58.20			
01-00337 BLUBOOTS OF KANSAS, LLC						
I-SALES RCPT #18881		FR BIB OVERALL-K. ALLEN	273.70			
11/08/2019	AP	DUE: 11/08/2019 DISC: 11/08/2019		1099: Y		
		FR BIB OVERALL-K. ALLEN		800 5-020-515	CLOTHING	273.70
		=== VENDOR TOTALS ===	273.70			
01-51307 BRENNTAG SOUTHWEST, INC.						
I-BSW154808		POLYMER, POLYPHOSPHATE	5,209.54			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		POLYMER, POLYPHOSPHATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	5,209.54
I-BSW154809		POLYMER	1,147.13			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,147.13

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01-51307 BRENNTAG SOUTHWEST, INC. (** CONTINUED **)						
I-BSW156525		POLYMER	2,294.25			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	2,294.25
		=== VENDOR TOTALS ===	8,650.92			
01-01250 BROWN SHOE FIT COMPANY OF COFF						
I-714707		UNIFORM SHOES-CARESIO	125.00			
7/01/2019	AP	DUE: 7/31/2019 DISC: 7/31/2019		1099: Y		
		UNIFORM SHOES-CARESIO		010 5-041-515	CLOTHING	125.00
I-714709		UNIFORM SHOES-FRITZ	130.00			
7/02/2019	AP	DUE: 8/01/2019 DISC: 8/01/2019		1099: Y		
		UNIFORM SHOES-FRITZ		010 5-041-515	CLOTHING	130.00
I-714742		UNIFORM SHOES-VAN ANNE	50.00			
7/24/2019	AP	DUE: 8/23/2019 DISC: 8/23/2019		1099: Y		
		UNIFORM SHOES-VAN ANNE		010 5-041-515	CLOTHING	50.00
I-714778		UNIFORM SHOES-MECOM	89.96			
8/14/2019	AP	DUE: 9/13/2019 DISC: 9/13/2019		1099: Y		
		UNIFORM SHOES-MECOM		010 5-041-515	CLOTHING	89.96
I-715349		UNIFORM SHOES-DEAN	125.00			
10/18/2019	AP	DUE: 11/17/2019 DISC: 11/17/2019		1099: Y		
		UNIFORM SHOES-DEAN		010 5-041-515	CLOTHING	125.00
		=== VENDOR TOTALS ===	519.96			
01-00590 CARTER AUTOMOTIVE WAREHOUSE						
I-502558/1		BATTERY	82.87			
11/04/2019	AP	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		BATTERY		010 5-163-590	VEHICLE-EQUIP SUPPLIES	82.87
I-503179/1		SOLENOID	50.86			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		SOLENOID		370 5-000-620	EQUIPMENT MAINTENANCE	50.86
I-503212/1		EXCHANGE ALTERNATOR	9.81			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		EXCHANGE ALTERNATOR		800 5-020-680	VEHICLE-PARTS	9.81
I-503240/1		COPPER PLUG X 6	8.70			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		COPPER PLUG X 6		010 5-163-620	EQUIPMENT MAINTENANCE	8.70

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01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-504324/1		RADIATOR CAP	5.16			
11/12/2019	AP	DUE: 12/12/2019 DISC: 12/12/2019		1099: N		
		RADIATOR CAP		010 5-163-620	EQUIPMENT MAINTENANCE	5.16
I-504620/1		AIR FILTER	9.37			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		AIR FILTER		370 5-000-620	EQUIPMENT MAINTENANCE	9.37
I-504803/1		STARTER RECOIL	54.35			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		STARTER RECOIL		900 5-026-620	EQUIPMENT MAINTENANCE	54.35
I-504881/1		FLUID RESERVOIR TANK	66.91			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		FLUID RESERVOIR TANK		760 5-000-680	VEHICLE-PARTS	66.91
I-505298/1		FILTER	15.58			
11/19/2019	AP	DUE: 12/19/2019 DISC: 12/19/2019		1099: N		
		FILTER		010 5-163-680	VEHICLE-PARTS	15.58
I-505303/1		WHEEL MOTOR, PUMP KIT	515.13			
11/19/2019	AP	DUE: 12/19/2019 DISC: 12/19/2019		1099: N		
		WHEEL MOTOR		010 5-163-620	EQUIPMENT MAINTENANCE	505.33
		PUMP KIT		010 5-163-620	EQUIPMENT MAINTENANCE	9.80
		=== VENDOR TOTALS ===	818.74			
01-51700 CARTER-WATERS LLC						
I-13639055-00		25 TONS OF ASPHALT PATCH MATL	2,627.50			
11/04/2019	AP	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		25 TONS OF ASPHALT PATCH MATL		010 5-163-510	CEMENT & ASPHALT	2,627.50
		=== VENDOR TOTALS ===	2,627.50			
01-03470 CHUCK SHIVELY						
I-201911147828		MEALS-WICHITA-WATER CNFRNC	44.00			
11/12/2019	AP	DUE: 12/12/2019 DISC: 12/12/2019		1099: N		
		MEALS-WICHITA-WATER CNFRNC		900 5-046-490	TRAVEL EXPENSE REIMBURSE	44.00
		=== VENDOR TOTALS ===	44.00			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-01040 CITY OF COFFEYVILLE						
I-201911197836		ELECTRIC UTILITIES	19,501.40			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		MACHINE SHOP		800 5-030-494	UTILITIES	1,929.36
		BASEMENT		800 5-030-494	UTILITIES	9,702.57
		TOWER #3		800 5-030-494	UTILITIES	159.63
		TOWER #4		800 5-030-494	UTILITIES	7,709.84
		=== VENDOR TOTALS ===	19,501.40			
01-01146 CITY OF DEARING						
I-201911147829		10/19 FRANCHISE FEE	137.81			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		10/19 FRANCHISE FEE		800 5-020-430	DEARING FRANCHISE PAYMEN	137.81
		=== VENDOR TOTALS ===	137.81			
01-00680 CITY TREASURER						
I-201911227851		DENTAL CLAIMS PAID-DELTA	2,701.80			
10/03/2019	AP	DRAFT 10/04/2019		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	2,701.80
I-201911227852		DENTAL CLAIMS PAID-DELTA	2,598.20			
10/10/2019	AP	DRAFT 10/11/2019		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	2,598.20
I-201911227853		DENTAL CLAIMS PAID-DELTA	868.20			
10/17/2019	AP	DRAFT 10/18/2019		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	868.20
I-201911227854		DENTAL CLAIMS PAID-DELTA	1,490.20			
10/24/2019	AP	DRAFT 10/25/2019		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	1,490.20
I-201911227855		DENTAL CLAIMS PAID-DELTA	570.00			
10/31/2019	AP	DRAFT 11/01/2019		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	570.00
I-201911227856		DENTAL CLAIMS PAID-DELTA	941.84			
11/07/2019	AP	DRAFT 11/08/2019		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	941.84
I-201911227857		DENTAL CLAIMS PAID-DELTA	1,541.10			
11/14/2019	AP	DRAFT 11/15/2019		1099: N		
		DENTAL CLAIMS PAID-DELTA		350 5-716-310	HEALTH INSURANCE	1,541.10

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01-00680 CITY TREASURER		(** CONTINUED **)					
I-201911227858		DENTAL CLAIMS PAID-DELTA		2,421.40			
11/21/2019	AP	DRAFT	11/22/2019		1099: N		
		DENTAL CLAIMS PAID-DELTA			350 5-716-310	HEALTH INSURANCE	2,421.40
I-201911227859		HEALTH CLAIMS PAID-MERITAIN		21,525.22			
9/24/2019	AP	DRAFT	9/30/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	21,525.22
I-201911227860		HEALTH CLAIMS PAID-MERITAIN		9,193.56			
9/27/2019	AP	DRAFT	9/30/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	9,193.56
I-201911227861		HEALTH CLAIMS PAID-MERITAIN		21,795.96			
10/08/2019	AP	DRAFT	10/15/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	21,795.96
I-201911227862		HEALTH CLAIMS PAID-MERITAIN		28,319.50			
10/15/2019	AP	DRAFT	10/22/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	28,319.50
I-201911227863		HEALTH CLAIMS PAID-MERITAIN		13,046.70			
10/22/2019	AP	DRAFT	10/29/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	13,046.70
I-201911227864		HEALTH CLAIMS PAID-MERITAIN		7,829.19			
10/29/2019	AP	DRAFT	11/05/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	7,829.19
I-201911227865		HEALTH CLAIMS PAID-MERITAIN		34,602.47			
11/05/2019	AP	DRAFT	11/13/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	34,602.47
I-201911227866		HEALTH CLAIMS PAID-MERITAIN		32,837.00			
11/12/2019	AP	DRAFT	11/19/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	32,837.00
I-201911227867		HEALTH CLAIMS PAID-MERITAIN		64,326.55			
11/19/2019	AP	DRAFT	11/26/2019		1099: N		
		HEALTH CLAIMS PAID-MERITAIN			350 5-716-310	HEALTH INSURANCE	64,326.55
		=== VENDOR TOTALS ===		246,608.89			

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01-52050 CJ'S THREADS LLC						
I-18468		UNIFORM PANTS, SHIRTS-BOX	202.50			
11/03/2019	AP	DUE: 11/03/2019 DISC: 11/03/2019		1099: Y		
		UNIFORM PANTS, SHIRTS-BOX		010 5-041-515	CLOTHING	202.50
		=== VENDOR TOTALS ===	202.50			
01-00720 CLOUGH OIL COMPANY, INC.						
I-164933		BOWL CLEANER, LINERS, TOWELS	127.79			
11/04/2019	AP	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		BOWL CLEANER, LINERS, TOWELS		010 5-041-520	DEPARTMENT SUPPLIES	127.79
I-165022		TRANSMISSION FLUID	59.95			
11/19/2019	AP	DUE: 12/19/2019 DISC: 12/19/2019		1099: N		
		TRANSMISSION FLUID		010 5-163-545	MOTOR FUELS/LUBRICANTS	59.95
I-54079		276 GALLONS OF FUEL	648.32			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		276 GALLONS OF FUEL		900 5-037-545	MOTOR FUELS/LUBRICANTS	648.32
		=== VENDOR TOTALS ===	836.06			
01-00721 CLOUGH SERVICE						
I-3693372		FUEL THRU 11/9	1,300.19			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		010 5-163-545	MOTOR FUELS/LUBRICANTS	1,300.19
I-3693374		FUEL THRU 11/9	115.51			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		010 5-071-545	MOTOR FUELS/LUBRICANTS	115.51
I-3693375		FUEL THRU 11/9	1,465.57			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		010 5-023-545	MOTOR FUELS/LUBRICANTS	1,465.57
I-3693376		FUEL THRU 11/9	118.12			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		010 5-025-545	MOTOR FUELS/LUBRICANTS	118.12
I-3693377		FUEL THRU 11/9	419.91			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		010 5-041-545	MOTOR FUELS/LUBRICANTS	419.91
I-3693378		FUEL THRU 11/9	68.03			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		010 5-045-545	MOTOR FUELS/LUBRICANTS	68.03

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01-00721 CLOUGH SERVICE		(** CONTINUED **)				
I-3693379		FUEL THRU 11/9	854.27			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		900 5-026-545	MOTOR FUELS/LUBRICANTS	854.27
I-3693380		FUEL THRU 11/9	166.02			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		900 5-027-545	MOTOR FUELS/LUBRICANTS	166.02
I-3693381		FUEL THRU 11/9	64.16			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		900 5-037-545	MOTOR FUELS/LUBRICANTS	64.16
I-3693382		FUEL THRU 11/9	104.69			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		010 5-017-545	MOTOR FUELS/LUBRICANTS	104.69
I-3693383		FUEL THRU 11/9	1,012.63			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		800 5-020-545	MOTOR FUELS/LUBRICANTS	1,012.63
I-3693384		FUEL THRU 11/9	97.91			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		800 5-030-545	MOTOR FUELS/LUBRICANTS	97.91
I-3693385		FUEL THRU 11/9	123.25			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		800 5-040-545	MOTOR FUELS/LUBRICANTS	123.25
I-3693386		FUEL THRU 11/9	47.52			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		900 5-046-545	MOTOR FUELS/LUBRICANTS	47.52
I-3693387		FUEL THRU 11/9	66.52			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FUEL THRU 11/9		760 5-000-545	MOTOR FUELS/LUBRICANTS	66.52
		=== VENDOR TOTALS ===	6,024.30			
01-00870 COFFEYVILLE FEED AND FARM SUPP						
I-752018		CHAINSAW PRE-MIX	36.95			
11/12/2019	AP	DUE: 12/12/2019 DISC: 12/12/2019		1099: N		
		CHAINSAW PRE-MIX		010 5-041-545	MOTOR FUELS/LUBRICANTS	36.95
I-752473		THRUST WASHER, AIR FILTER	41.64			
11/18/2019	AP	DUE: 12/18/2019 DISC: 12/18/2019		1099: N		
		THRUST WASHER, AIR FILTER		900 5-026-620	EQUIPMENT MAINTENANCE	41.64
		=== VENDOR TOTALS ===	78.59			

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01-00877 COFFEYVILLE FRIENDS OF ANIMALS						
I-201911147830		12/19 SHELTER OPERATION	1,500.00			
11/14/2019	AP	DUE: 11/14/2019 DISC: 11/14/2019		1099: N		
		12/19 SHELTER OPERATION		010 5-025-424	CONTRACTUAL AGREEMENTS	1,500.00
		=== VENDOR TOTALS ===	1,500.00			
01-01069 COMMUNITY HEALTH CENTER OF SEK						
I-201911217849		PRE-EMPLOYMENT PX, DRUG SCREE	382.00			
11/15/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: Y		
		PRE-EMPLOYMENT PHYSICAL		010 5-071-478	PROFESSIONAL SERVICES	155.00
		PRE-EMPLOYMENT PHYSICAL		010 5-023-478	PROFESSIONAL SERVICES	155.00
		POST-ACCIDENT DRUG SCREEN		010 5-163-478	PROFESSIONAL SERVICES	36.00
		POST-ACCIDENT DRUG SCREEN		800 5-020-478	PROFESSIONAL SERVICES	36.00
		=== VENDOR TOTALS ===	382.00			
01-52345 COPRO EFP						
I-5439		RESCUE GLOVE X 7 PAIR	315.00			
10/25/2019	AP	DUE: 10/25/2019 DISC: 10/25/2019		1099: N		
		RESCUE GLOVE X 7 PAIR		010 5-041-570	SAFETY EQUIPMENT	315.00
		=== VENDOR TOTALS ===	315.00			
01-52347 CORE & MAIN LP						
I-K703787		DISPLAY, METER MODULE	447.20			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: N		
		DISPLAY, METER MODULE		900 5-026-840	METERS/INSTR/TRANFRMRS	447.20
I-L409819		REPAIR CLAMP X 3	2,978.34			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		REPAIR CLAMP X 3		900 5-026-555	PLUMBING SUPPLIES	2,978.34
I-L410028		MJ BUTTERFLY VALVE	3,775.00			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		MJ BUTTERFLY VALVE		900 5-026-555	PLUMBING SUPPLIES	3,775.00
I-L451604		REPAIR CLAMP X 3	651.43			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		REPAIR CLAMP X 3		900 5-026-555	PLUMBING SUPPLIES	651.43
I-L451605		REPAIR CLAMP X 2	356.56			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		REPAIR CLAMP X 2		900 5-026-555	PLUMBING SUPPLIES	356.56

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01-52347 CORE & MAIN LP		(** CONTINUED **)				
I-L451606		REPAIR CLAMP	193.86			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		REPAIR CLAMP		900 5-026-555	PLUMBING SUPPLIES	193.86
I-L477436		REPAIR CLAMP X 5	691.77			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		REPAIR CLAMP X 5		900 5-026-555	PLUMBING SUPPLIES	691.77
		=== VENDOR TOTALS ===	9,094.16			
01-57405 COX BUSINESS SERVICES						
I-201911197837		CEMETERY TELEPHONE SERVICE	42.45			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		CEMETERY TELEPHONE SERVICE		010 5-163-416	COMMUNICATIONS	42.45
I-201911197838		HGC TELEPHONE SERVICE	37.39			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		HGC TELEPHONE SERVICE		370 5-000-416	COMMUNICATIONS	37.39
I-201911197839		11/19 OPTICAL INTERNET, PRI	4,298.77			
11/18/2019	AP	DUE: 12/18/2019 DISC: 12/18/2019		1099: N		
		11/19 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	3,500.00
		PRIMARY RATE INTERFACE LINES		010 5-131-416	COMMUNICATIONS	431.34
		PRIMARY RATE INTERFACE LINES		900 5-046-416	COMMUNICATIONS	15.98
		PRIMARY RATE INTERFACE LINES		800 5-040-416	COMMUNICATIONS	231.64
		PRIMARY RATE INTERFACE LINES		760 5-000-416	COMMUNICATIONS	7.99
		PRIMARY RATE INTERFACE LINES		370 5-000-416	COMMUNICATIONS	23.96
		PRIMARY RATE INTERFACE LINES		900 5-037-416	COMMUNICATIONS	31.95
		PRIMARY RATE INTERFACE LINES		720 5-000-416	COMMUNICATIONS	15.98
		PRIMARY RATE INTERFACE LINES		900 5-036-416	COMMUNICATIONS	23.96
		PRIMARY RATE INTERFACE LINES		900 5-026-416	COMMUNICATIONS	15.97
		=== VENDOR TOTALS ===	4,378.61			
01-01212 CUT IT OUT TREE TRIMMING & LAW						
I-73690		11/2/19 WEED LOT MOWING	420.00			
11/02/2019	AP	DUE: 11/02/2019 DISC: 11/02/2019		1099: Y		
		11/2/19 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	420.00
I-73691		11/2/19 WEED LOT MOWING	196.00			
11/02/2019	AP	DUE: 11/02/2019 DISC: 11/02/2019		1099: Y		
		11/2/19 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	196.00
I-73692		307 W MARTIN LOT CLEAN UP	2,850.00			
11/14/2019	AP	DUE: 11/14/2019 DISC: 11/14/2019		1099: Y		
		307 W MARTIN LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	2,850.00

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01-01212 CUT IT OUT TREE TRIMMING & LAW(** CONTINUED **)						
I-73693		LOT CLEAN UP X 11	1,060.00			
11/17/2019	AP	DUE: 11/17/2019 DISC: 11/17/2019		1099: Y		
		215 E 10TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	240.00
		408 E 9TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	250.00
		1321 W 9TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	170.00
		1101 W 10TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	30.00
		1202 W 1ST LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	15.00
		606 1/2 W 1ST LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	80.00
		711 W 1ST LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	90.00
		515 W 2ND LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	30.00
		211 W 3RD LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	35.00
		905 W 3RD LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
		605 W 4TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	20.00
I-73694		LOT CLEAN UP X 7	540.00			
11/03/2019	AP	DUE: 11/03/2019 DISC: 11/03/2019		1099: Y		
		1308 W 5TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	15.00
		316 N ELM LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00
		308 W 1ST LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	160.00
		611 S BEECH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	70.00
		210 W NORTH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
		1417 S MAPLE LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	110.00
		1401 S MAPLE LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	95.00
I-73695		LOT CLEAN UP X 7	2,170.00			
11/09/2019	AP	DUE: 11/09/2019 DISC: 11/09/2019		1099: Y		
		1208 W 1ST LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	530.00
		903 W 3RD LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	75.00
		402 W 3RD LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
		506 E 8TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	120.00
		510 W 5TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	360.00
		914 W 9TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	225.00
		301 W 2ND LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	485.00
		=== VENDOR TOTALS ===	7,236.00			
01-52814 DAVID TROTTER						
I-201911197840		FIRE INS PROCEEDS-304 E 9TH	3,796.95			
11/15/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: N		
		FIRE INS PROCEEDS-304 E 9TH		060 5-000-484	REIMBURSEMENTS	3,796.95
		=== VENDOR TOTALS ===	3,796.95			

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01-52884 DELTA DENTAL OF KANSAS, INC.						
I-1003729201910		10/19 DENTAL PREMIUMS	688.05			
10/31/2019	AP	DUE: 10/31/2019 DISC: 10/31/2019		1099: N		
		10/19 DENTAL PREMIUMS		350 5-716-310	HEALTH INSURANCE	688.05
		=== VENDOR TOTALS ===	688.05			
01-52924 DESIGNS UNLIMITED						
I-4780		UNIFORM SHIRT X 2-WHITSON	70.98			
11/15/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: Y		
		UNIFORM SHIRT X 2-WHITSON		010 5-023-515	CLOTHING	70.98
I-4783		UNIFORM SHIRT X 2-MOODY	66.98			
11/15/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: Y		
		UNIFORM SHIRT X 2-MOODY		010 5-023-515	CLOTHING	66.98
I-4846		EMBROIDERY X 5-DODSON	65.70			
11/07/2019	AP	DUE: 11/07/2019 DISC: 11/07/2019		1099: Y		
		EMBROIDERY X 5-DODSON		800 5-020-515	CLOTHING	65.70
I-4852		NORTH POLE SIGN FOR FLOAT	30.05			
11/15/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: Y		
		NORTH POLE SIGN FOR FLOAT		010 5-163-520	DEPARTMENT SUPPLIES	30.05
I-4880		LOCKER MAGNET X 3	24.00			
11/15/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: Y		
		LOCKER MAGNET X 3		010 5-023-520	DEPARTMENT SUPPLIES	24.00
		=== VENDOR TOTALS ===	257.71			
01-01175 DIGITAL CONNECTIONS, INC.						
I-49319		ED,PP MAINT AGREEMENT,COPIES	74.51			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		ED MAINT AGREEMENT,COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	30.17
		PP MAINT AGREEMENT,COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	44.34
I-49365		PD MAINTENANCE AGRMNT, COPIES	53.39			
11/12/2019	AP	DUE: 12/12/2019 DISC: 12/12/2019		1099: N		
		PD MAINTENANCE AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	53.39
		=== VENDOR TOTALS ===	127.90			

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01-52980 DIVERSIFIED ELECTRICAL SUPPLY						
I-527228		600ATM ASSEMBLY TOOL	108.24			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		600ATM ASSEMBLY TOOL		800 5-020-580	TOOLS	108.24
		=== VENDOR TOTALS ===	108.24			
01-52993 DOCUMENT DESTRUCTION, INC.						
I-12202		10/30/19 SHREDDING SERVICE	60.00			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		10/30/19 SHREDDING SERVICE		010 5-017-424	CONTRACTUAL AGREEMENTS	20.00
		10/30/19 SHREDDING SERVICE		010 5-131-424	CONTRACTUAL AGREEMENTS	20.00
		10/30/19 SHREDDING SERVICE		010 5-023-424	CONTRACTUAL AGREEMENTS	20.00
		=== VENDOR TOTALS ===	60.00			
01-01220 DOLLAR TIRE STORE						
I-53201		6" REPAIR, TUBE	15.00			
10/02/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: N		
		6" REPAIR, TUBE		370 5-000-575	TIRES & TUBES	15.00
I-53311		20" LEAK CHECK	10.95			
10/08/2019	AP	DUE: 11/07/2019 DISC: 11/07/2019		1099: N		
		20" LEAK CHECK		800 5-020-575	TIRES & TUBES	10.95
I-53351		LP-225 BANDAG X 2	559.90			
10/10/2019	AP	DUE: 11/09/2019 DISC: 11/09/2019		1099: N		
		LP-225 BANDAG X 2		010 5-163-575	TIRES & TUBES	559.90
I-53369		235/80-17 NEXEN X 4	880.00			
10/11/2019	AP	DUE: 11/10/2019 DISC: 11/10/2019		1099: N		
		235/80-17 NEXEN X 4		900 5-026-575	TIRES & TUBES	880.00
I-53543		18X5 GOLF RIB X 2, 12" REPAIR	102.75			
10/22/2019	AP	DUE: 11/21/2019 DISC: 11/21/2019		1099: N		
		18X5 GOLF RIB X 2, 12" REPAIR		370 5-000-575	TIRES & TUBES	102.75
I-53580		19.5" REPAIR	20.00			
10/24/2019	AP	DUE: 11/23/2019 DISC: 11/23/2019		1099: N		
		19.5" REPAIR		010 5-163-575	TIRES & TUBES	20.00
I-53588		17" REPAIR	15.00			
10/24/2019	AP	DUE: 11/23/2019 DISC: 11/23/2019		1099: N		
		17" REPAIR		900 5-027-575	TIRES & TUBES	15.00

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01-01220 DOLLAR TIRE STORE		(** CONTINUED **)				
I-53675-1		22.5" ROTATION	80.00			
10/29/2019	AP	DUE: 11/28/2019 DISC: 11/28/2019		1099: N		
		22.5" ROTATION		900 5-027-575	TIRES & TUBES	80.00
		=== VENDOR TOTALS ===	1,683.60			
01-53081 DUNCAN & ALLEN						
I-40542		10/19-LEGAL SERVICES-CRNF	2,762.50			
11/08/2019	AP	DUE: 11/08/2019 DISC: 11/08/2019		1099: Y		
		10/19-LEGAL SERVICES-CRNF		800 5-040-478	PROFESSIONAL SERVICES	2,762.50
		=== VENDOR TOTALS ===	2,762.50			
01-53189 EDNA DIESEL & AUTO REPAIR, LLC						
I-14360		SCAN ECM-LAPTOP HOOKUP	155.38			
11/14/2019	AP	DUE: 11/14/2019 DISC: 11/14/2019		1099: Y		
		SCAN ECM-LAPTOP HOOKUP		800 5-020-690	VEHICLE-LABOR	155.38
		=== VENDOR TOTALS ===	155.38			
01-01325 EISELE'S						
I-59371		NAME BADGE-BOX	13.00			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		NAME BADGE-BOX		010 5-041-515	CLOTHING	13.00
		=== VENDOR TOTALS ===	13.00			
01-53262 EMERT CHUBB REYNOLDS, LLC						
I-37493		SHERIFF SERVICE FEE 18 CV-55C	15.00			
11/05/2019	AP	DUE: 11/05/2019 DISC: 11/05/2019		1099: Y		
		SHERIFF SERVICE FEE 18 CV-55C		010 5-023-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	15.00			
01-53435 FASTENAL COMPANY						
I-KSCOF99293		HITCH PIN	17.21			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		HITCH PIN		900 5-037-620	EQUIPMENT MAINTENANCE	17.21
I-KSCOF99300		BAND SAW BLADE	65.69			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		BAND SAW BLADE		010 5-163-520	DEPARTMENT SUPPLIES	65.69

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01-53435 FASTENAL COMPANY		(** CONTINUED **)				
I-KSCOF99358		AA BATTERY X 24	21.34			
11/04/2019	AP	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		AA BATTERY X 24		010 5-041-505	BATTERIES-NON VEHICLES	21.34
I-KSCOF99362		CONCRETE SCREW ANCHOR X 50	30.85			
11/05/2019	AP	DUE: 12/05/2019 DISC: 12/05/2019		1099: N		
		CONCRETE SCREW ANCHOR X 50		800 5-020-520	DEPARTMENT SUPPLIES	30.85
I-KSCOF99363		THREADED ROD FOR SIGN	8.72			
11/05/2019	AP	DUE: 12/05/2019 DISC: 12/05/2019		1099: N		
		THREADED ROD FOR SIGN		010 5-163-585	TRAFFIC SIGN MATERIAL	8.72
I-KSCOF99386		AA,9V BATTERY, HEX SCREWS	46.06			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		AA,9V BATTERIES		800 5-030-505	BATTERIES-NON VEHICLES	24.36
		HEX CAP SCREWS X 5		800 5-030-520	DEPARTMENT SUPPLIES	21.70
I-KSCOF99410		WYPALL TOWELS X 40 BOXES	205.39			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		WYPALL TOWELS X 40 BOXES		800 5-020-520	DEPARTMENT SUPPLIES	205.39
I-KSCOF99415		ACORN CAP X 6	7.02			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		ACORN CAP X 6		010 5-163-585	TRAFFIC SIGN MATERIAL	7.02
I-KSCOF99418		SLING X 2	20.17			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		SLING X 2		800 5-020-520	DEPARTMENT SUPPLIES	20.17
I-KSCOF99460		ELBOW-TRAVELING BRIDGE PUMP	425.39			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		ELBOW-TRAVELING BRIDGE PUMP		900 5-037-620	EQUIPMENT MAINTENANCE	425.39
I-KSCOF99500		WASHER X 150	61.70			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		WASHER X 150		010 5-163-520	DEPARTMENT SUPPLIES	61.70
I-KSCOF99542		HEX CAP SCREWS, LOCK NUTS	9.18			
11/19/2019	AP	DUE: 12/19/2019 DISC: 12/19/2019		1099: N		
		HEX CAP SCREWS, LOCK NUTS		010 5-163-520	DEPARTMENT SUPPLIES	9.18
		=== VENDOR TOTALS ===	918.72			

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01-53475 FELD FIRE						
I-0358553-IN		ROM SWITCH	199.08			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		ROM SWITCH		010 5-041-620	EQUIPMENT MAINTENANCE	199.08
		=== VENDOR TOTALS ===	199.08			
01-01329 FIREX, INC						
I-7873110219		REPAIR FIRE SPRINKLER-BULL PE	200.00			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		REPAIR FIRE SPRINKLER-BULL PEN		010 5-023-610	BUILDING MAINTENANCE	200.00
		=== VENDOR TOTALS ===	200.00			
01-01410 FOUR STATE MAINTENANCE SUPPLY,						
I-593679-1		HAND CLEANER TOWELS	14.92			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		HAND CLEANER TOWELS		800 5-030-520	DEPARTMENT SUPPLIES	14.92
I-594216-1		BROOM HANDLES X 2	24.13			
11/05/2019	AP	DUE: 12/05/2019 DISC: 12/05/2019		1099: N		
		BROOM HANDLES X 2		800 5-020-520	DEPARTMENT SUPPLIES	24.13
I-594790		TISSUE, TOWELS, GLOVES	127.94			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		TISSUE, TOWELS, GLOVES		900 5-026-520	DEPARTMENT SUPPLIES	127.94
I-595365		SOAP, TOWELS	70.75			
11/19/2019	AP	DUE: 12/19/2019 DISC: 12/19/2019		1099: N		
		SOAP, TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	70.75
		=== VENDOR TOTALS ===	237.74			
01-53743 G & G DOZER LLC						
I-11927		40 YD ROLL OFF	450.00			
11/01/2019	AP	DUE: 12/01/2019 DISC: 12/01/2019		1099: Y		
		40 YD ROLL OFF-605 W 3RD		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
		40 YD ROLL OFF-611 BEECH		700 5-000-424	CONTRACTUAL AGREEMENTS	75.00
		40 YD ROLL OFF-502 WAVERLY WAY		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
		40 YD ROLL OFF-906 W 5TH		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		40 YD ROLL OFF-301 W 2ND		700 5-000-424	CONTRACTUAL AGREEMENTS	150.00
I-11939		40 YD ROLL OFF-1208 W 1ST	450.00			
11/04/2019	AP	DUE: 12/04/2019 DISC: 12/04/2019		1099: Y		
		40 YD ROLL OFF-1208 W 1ST		700 5-000-424	CONTRACTUAL AGREEMENTS	450.00
		=== VENDOR TOTALS ===	900.00			

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01-53779 GALAXIE BUSINESS EQUIPMENT, IN						
I-113077		LASERFICHE MAINTENANCE RENWAL	3,964.00			
11/04/2019	AP	DUE: 11/04/2019 DISC: 11/04/2019		1099: N		
		LASERFICHE MAINTENANCE RENWAL		010 5-018-424	CONTRACTUAL AGREEMENTS	3,964.00
		=== VENDOR TOTALS ===	3,964.00			
01-53773 GO VETS DIRECT						
I-13209		SOLENOID VALVE-GEN #2	43.18			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: N		
		SOLENOID VALVE-GEN #2		800 5-030-620	EQUIPMENT MAINTENANCE	43.18
		=== VENDOR TOTALS ===	43.18			
01-54011 GRAINGER						
I-9340618413		CONCRETE FINISHING BROOM HEAD	77.00			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		CONCRETE FINISHING BROOM HEAD		010 5-163-520	DEPARTMENT SUPPLIES	77.00
I-9341078260		HANDLE, TROWEL, FLOAT	147.11			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		HANDLE, TROWEL, FLOAT		010 5-163-520	DEPARTMENT SUPPLIES	147.11
		=== VENDOR TOTALS ===	224.11			
01-54017 GRAND RIVER DAM AUTHORITY						
I-52,322		10/19 POWER PURCHASE	2,595,316.45			
11/08/2019	AP	DRAFT 11/22/2019		1099: N		
		10/19 POWER PURCHASE-LINDE		800 5-070-538	ENERGY-PURCHASE FIRM	2,102,766.60
		10/19 POWER PURCHASE-CITY		800 5-030-538	ENERGY-PURCHASE FIRM	497,451.85
		10/19 MARGINAL GROWTH		840 4-180-213	GRDA MARGINAL GROWTH CRE	4,917.00CR
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	2,595,316.45			
01-54032 GRAYBAR ELECTRIC COMPANY, INC.						
C-9313150936		FREIGHT CREDIT FOR CABLE	191.15CR			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		FREIGHT CREDIT FOR CABLE		720 5-000-850	OTHER EQUIPMENT	191.15CR
I-9312540105		FIBER DROP CABLE X 3	307.46			
10/04/2019	AP	DUE: 10/04/2019 DISC: 10/04/2019		1099: N		
		FIBER DROP CABLE X 3		720 5-000-850	OTHER EQUIPMENT	307.46

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01-54032 GRAYBAR ELECTRIC COMPANY, INC.(** CONTINUED **)						
I-9312585267		FIBER DROP CABLE	103.14			
10/08/2019	AP	DUE: 10/08/2019 DISC: 10/08/2019		1099: N		
		FIBER DROP CABLE		720 5-000-850	OTHER EQUIPMENT	103.14
I-9313156936		BUCKET HOOKS X 18	263.52			
11/11/2019	AP	DUE: 11/11/2019 DISC: 11/11/2019		1099: N		
		BUCKET HOOKS X 18		800 5-020-520	DEPARTMENT SUPPLIES	263.52
		=== VENDOR TOTALS ===	482.97			
01-01620 GREEN ACRES GARDEN CENTER, INC						
I-145776		PLANT FOR L. TROTTER SERVICE	43.50			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		PLANT FOR L. TROTTER SERVICE		010 5-131-521	SPECIAL EVENTS	43.50
		=== VENDOR TOTALS ===	43.50			
01-54323 HAWKINS, INC.						
I-4608848		COAGULANT	698.54			
10/29/2019	AP	DUE: 10/29/2019 DISC: 10/29/2019		1099: N		
		COAGULANT		900 5-036-525	CHEMICALS/FERTILIZERS/SE	698.54
I-4611795		COAGULANT	582.12			
11/05/2019	AP	DUE: 11/05/2019 DISC: 11/05/2019		1099: N		
		COAGULANT		900 5-036-525	CHEMICALS/FERTILIZERS/SE	582.12
		=== VENDOR TOTALS ===	1,280.66			
01-01769 HILLCREST GOLF COURSE PETTY CA						
I-201911147831		CANDY	3.29			
11/08/2019	AP	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		CANDY		370 5-000-508	PRO SHOP SUPPLIES	3.29
I-201911197841		MARKER X 4	4.38			
11/14/2019	AP	DUE: 11/14/2019 DISC: 11/14/2019		1099: N		
		MARKER X 4		370 5-000-550	OFFICE SUPPLIES	4.38
		=== VENDOR TOTALS ===	7.67			

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01-01770 HILLCREST GOLF COURSE PETTY CA						
I-1461		5 CASES OF BEER FROM LDF SALE	120.65			
11/05/2019	AP	DUE: 12/05/2019 DISC: 12/05/2019		1099: N		
		5 CASES OF BEER FROM LDF SALES		370 5-000-506	BEER-GOLF COURSE	120.65
		=== VENDOR TOTALS ===	120.65			
01-54605 HUBER & ASSOCIATES, INC.						
I-CW151259		ENTERPOL LOTUS TRAVELER	500.00			
11/19/2019	AP	DUE: 11/19/2019 DISC: 11/19/2019		1099: N		
		ENTERPOL LOTUS TRAVELER		510 5-000-448	EQUIPMENT-RENTAL/SERVICE	500.00
		=== VENDOR TOTALS ===	500.00			
01-54630 HUGO'S INDUSTRIAL SUPPLY, INC.						
I-226751		CLEANING RAGS X 6 CASES	245.59			
11/11/2019	AP	DUE: 12/11/2019 DISC: 12/11/2019		1099: N		
		CLEANING RAGS X 6 CASES		800 5-030-520	DEPARTMENT SUPPLIES	245.59
		=== VENDOR TOTALS ===	245.59			
01-54685 IBT, INC.						
I-7561126		SEAL X 2	19.02			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		SEAL X 2		010 5-163-620	EQUIPMENT MAINTENANCE	19.02
		=== VENDOR TOTALS ===	19.02			
01-01566 J. GRAHAM CONSTRUCTION, INC.						
I-201911147832		PAY #5B-10TH ST CDBG CNSTRCTN	20,840.93			
10/10/2019	AP	DUE: 10/10/2019 DISC: 10/10/2019		1099: N		
		PAY #5B-10TH ST CDBG CNSTRCTN		520 5-220-868	STREET IMPROVEMENTS	20,840.93
I-201911197842		PAY #7-10TH ST CDBG CNSTRCTN	13,176.45			
11/18/2019	AP	DUE: 11/18/2019 DISC: 11/18/2019		1099: N		
		PAY #7-10TH ST CDBG CNSTRCTN		520 5-220-868	STREET IMPROVEMENTS	13,176.45
		=== VENDOR TOTALS ===	34,017.38			

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01-01642 JON'S TIRE & WHEEL LLC						
I-5066		TIRE REPAIR	13.14			
11/12/2019	AP	DUE: 11/12/2019 DISC: 11/12/2019		1099: Y		
		TIRE REPAIR		800 5-030-575	TIRES & TUBES	13.14
I-5090		235/75R15 NEXEN	130.25			
11/15/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: Y		
		235/75R15 NEXEN		010 5-017-575	TIRES & TUBES	130.25
		=== VENDOR TOTALS ===	143.39			
01-55167 JWC ENVIRONMENTAL LLC						
I-99998		AUGER MONSTER REPLACEMENT	34,415.94			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		AUGER MONSTER REPLACEMENT		910 5-611-850	OTHER EQUIPMENT	34,415.94
		=== VENDOR TOTALS ===	34,415.94			
01-55500 KANSAS CITY VALVE & FITTING CO						
I-23406		NEEDLE VALVE-PP LAB	332.10			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		NEEDLE VALVE-PP LAB		800 5-030-525	CHEMICALS/FERTILIZERS/SE	332.10
		=== VENDOR TOTALS ===	332.10			
01-55610 KANSAS DEPARTMENT OF REVENUE						
I-201911197843		10/19 HGC SALES TAX	608.93			
10/31/2019	AP	DRAFT 11/22/2019		1099: N		
		10/19 HGC SALES TAX		370 5-000-486	TAXES,LICENSES,PERMITS	608.93
		=== VENDOR TOTALS ===	608.93			
01-55620 KANSAS DEPARTMENT OF REVENUE						
I-201911197844		10/19 STATE, CITY TAX	60,075.92			
10/31/2019	AP	DRAFT 11/22/2019		1099: N		
		10/19 STATE TAX		210 5-000-486	TAXES,LICENSES,PERMITS	35,375.26
		10/19 CITY TAX		210 5-000-486	TAXES,LICENSES,PERMITS	24,700.66
I-201911197845		11/19 ESTIMATED TAX	1,000.00			
11/01/2019	AP	DRAFT 11/22/2019		1099: N		
		11/19 ESTIMATED STATE TAX		210 5-000-486	TAXES,LICENSES,PERMITS	500.00
		11/19 ESTIMATED CITY TAX		210 5-000-486	TAXES,LICENSES,PERMITS	500.00
		=== VENDOR TOTALS ===	61,075.92			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-55959 KAREN REBECCA MILLER						
I-206		7/8/19-8/12/19 PRO TEM JUDGE	168.00			
11/19/2019	AP	DUE: 11/19/2019 DISC: 11/19/2019		1099: Y		
		7/8/19-8/12/19 PRO TEM JUDGE		010 5-013-478	PROFESSIONAL SERVICES	168.00
		=== VENDOR TOTALS ===	168.00			
01-56497 LITTLER MENDELSON, PC						
I-5117215		10/19 LEGAL SERVICES	553.36			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: Y		
		10/19 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	553.36
		=== VENDOR TOTALS ===	553.36			
01-56890 MERLE KELLY FORD, INC.						
I-64791		HOSE	65.59			
11/13/2019	AP	DUE: 12/30/2019 DISC: 12/30/2019		1099: N		
		HOSE		010 5-163-680	VEHICLE-PARTS	65.59
		=== VENDOR TOTALS ===	65.59			
01-56909 METRO COURIER, INC.						
I-0130601-IN		LAB TEST TO KDHE	32.08			
10/31/2019	AP	DUE: 10/31/2019 DISC: 10/31/2019		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	32.08
		=== VENDOR TOTALS ===	32.08			
01-57100 MIDWEST MINERALS, LLC						
I-392706		28.70 TON OF 2 1/2, AB-3	252.56			
11/09/2019	AP	DUE: 12/09/2019 DISC: 12/09/2019		1099: N		
		28.70 TON OF 2 1/2, AB-3		900 5-027-565	ROCK-SAND-DIRT	252.56
I-392707		20.35 TON OF AB-3	179.08			
11/09/2019	AP	DUE: 12/09/2019 DISC: 12/09/2019		1099: N		
		20.35 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	179.08
		=== VENDOR TOTALS ===	431.64			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-03480 MIKE SHOOK						
I-201911147833		FUEL-MCPHERSON-KMU MEETING	15.00			
11/12/2019	AP	DUE: 12/12/2019 DISC: 12/12/2019		1099: N		
		FUEL-MCPHERSON-KMU MEETING		800 5-040-490	TRAVEL EXPENSE REIMBURSE	15.00
		=== VENDOR TOTALS ===	15.00			
01-57175 MIRACLE RECREATION EQUIPMENT C						
I-817762		SWING HANGER X 16, TOT SEATS	2,027.00			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		SWING HANGER X 16, TOT SEATS		110 5-760-850	OTHER EQUIPMENT	2,027.00
		=== VENDOR TOTALS ===	2,027.00			
01-57280 MONTGOMERY COUNTY DEPARTMENT O						
I-201911217850		10/19 PRISONER BOARDING	910.00			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		10/19 PRISONER BOARDING		010 5-023-478	PROFESSIONAL SERVICES	910.00
		=== VENDOR TOTALS ===	910.00			
01-02570 MONTGOMERY COUNTY HEALTH DEPAR						
I-6410		EMPLOYEE FLU SHOTS	925.00			
11/18/2019	AP	DUE: 12/18/2019 DISC: 12/18/2019		1099: N		
		EMPLOYEE FLU SHOTS		350 5-716-478	PROFESSIONAL SERVICES	925.00
		=== VENDOR TOTALS ===	925.00			
01-02689 NO LIMIT POWERSPORTS - JON'S						
I-2273		IDLER	27.45			
11/05/2019	AP	DUE: 11/05/2019 DISC: 11/05/2019		1099: N		
		IDLER		010 5-163-620	EQUIPMENT MAINTENANCE	27.45
I-2283		HOUSING ASSY, BELTS, SEALS	1,115.60			
11/18/2019	AP	DUE: 11/18/2019 DISC: 11/18/2019		1099: N		
		HOUSING ASSY X 2, BELTS, SEALS		010 5-163-620	EQUIPMENT MAINTENANCE	976.55
		BELT, SEALS, ROLLER ASSY, RING		010 5-163-620	EQUIPMENT MAINTENANCE	87.55
		SEALS, ROLLER ASSY, RING X 3		010 5-163-620	EQUIPMENT MAINTENANCE	51.50
		=== VENDOR TOTALS ===	1,143.05			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-57793 NO LIMIT POWERSPORTS LLC						
I-201911197846		UPDATED MCO-MULE	15.00			
11/13/2019	AP	DUE: 11/13/2019 DISC: 11/13/2019		1099: N		
		UPDATED MCO-MULE		010 5-163-486	TAXES,LICENSES,PERMITS	15.00
		=== VENDOR TOTALS ===	15.00			
01-02720 O'REILLY AUTOMOTIVE, INC.						
C-0144-323901		BATTERY CORE CREDIT	18.00CR			
11/12/2019	AP	DUE: 11/12/2019 DISC: 11/12/2019		1099: N		
		BATTERY CORE CREDIT		010 5-041-590	VEHICLE-EQUIP SUPPLIES	18.00CR
I-0144-322063		DIE GRINDER	87.58			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		DIE GRINDER		800 5-030-580	TOOLS	87.58
I-0144-322891		CONSOLE, FUEL SYSTEM CLEANER	26.97			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		CONSOLE, EYEGLASS CLIP		010 5-041-590	VEHICLE-EQUIP SUPPLIES	17.98
		FUEL SYSTEM CLEANER		010 5-041-545	MOTOR FUELS/LUBRICANTS	8.99
I-0144-322993		HYDRAULIC HOSE, FITTINGS	102.44			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		HYDRAULIC HOSE, FITTINGS		900 5-026-620	EQUIPMENT MAINTENANCE	102.44
I-0144-323213		PAINT THINNER	21.46			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		PAINT THINNER		010 5-163-520	DEPARTMENT SUPPLIES	21.46
I-0144-323268		ALTERNATOR, MAGNET X 2	258.64			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		ALTERNATOR, MAGNET X 2		010 5-163-680	VEHICLE-PARTS	258.64
I-0144-323683		BATTERY	188.14			
11/11/2019	AP	DUE: 12/11/2019 DISC: 12/11/2019		1099: N		
		BATTERY		010 5-041-590	VEHICLE-EQUIP SUPPLIES	188.14
I-0144-323747		WIPER BLADE X 2	19.02			
11/11/2019	AP	DUE: 12/11/2019 DISC: 12/11/2019		1099: N		
		WIPER BLADE X 2		010 5-023-590	VEHICLE-EQUIP SUPPLIES	19.02
I-0144-323809		BATTERY	170.14			
11/12/2019	AP	DUE: 12/12/2019 DISC: 12/12/2019		1099: N		
		BATTERY		010 5-041-590	VEHICLE-EQUIP SUPPLIES	170.14
I-0144-323959		FUEL FILTER	11.95			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		FUEL FILTER		010 5-163-680	VEHICLE-PARTS	11.95
		=== VENDOR TOTALS ===	868.34			

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01-02700 O.K. ELECTRIC WORKS, INC.						
I-16576		HVAC FAN MOTOR X 5-GEN #2	990.62			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		HVAC FAN MOTOR X 5-GEN #2		800 5-030-610	BUILDING MAINTENANCE	990.62
I-16579		PUMP FOR IP LIFT STATION	318.19			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		PUMP FOR IP LIFT STATION		900 5-027-620	EQUIPMENT MAINTENANCE	318.19
		=== VENDOR TOTALS ===	1,308.81			
01-51900 OFFICE OF THE STATE FIRE MARSH						
I-469061		2020 BOILER INSPECTION-KS0103	30.00			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		2020 BOILER INSPECTION-KS01033		800 5-030-486	TAXES,LICENSES,PERMITS	30.00
		=== VENDOR TOTALS ===	30.00			
01-57908 OPS SALES COMPANY						
I-13544401		SQUARE TUBING	13.20			
11/18/2019	AP	DUE: 11/18/2019 DISC: 11/18/2019		1099: N		
		SQUARE TUBING		010 5-163-520	DEPARTMENT SUPPLIES	13.20
		=== VENDOR TOTALS ===	13.20			
01-02727 ORSCHELN COFFEYVILLE 36						
I-1957		DIESEL TANK NOZZLE X 2	164.98			
10/16/2019	AP	DUE: 10/16/2019 DISC: 10/16/2019		1099: N		
		DIESEL TANK NOZZLE X 2		010 5-163-620	EQUIPMENT MAINTENANCE	164.98
I-2284		LOPPER	24.99			
10/18/2019	AP	DUE: 10/18/2019 DISC: 10/18/2019		1099: N		
		LOPPER		010 5-163-580	TOOLS	24.99
I-2895		PULL ROPE KIT	4.29			
10/21/2019	AP	DUE: 10/21/2019 DISC: 10/21/2019		1099: N		
		PULL ROPE KIT		900 5-026-620	EQUIPMENT MAINTENANCE	4.29
I-3410		SCRAPER, ANTIFREEZE	40.46			
10/24/2019	AP	DUE: 10/24/2019 DISC: 10/24/2019		1099: N		
		SCRAPER		010 5-163-520	DEPARTMENT SUPPLIES	29.99
		ANTIFREEZE X 3		010 5-163-590	VEHICLE-EQUIP SUPPLIES	10.47
I-4258		FILE CONE TO REPAIR DOOR	4.99			
10/28/2019	AP	DUE: 10/28/2019 DISC: 10/28/2019		1099: N		
		FILE CONE TO REPAIR DOOR		010 5-135-610	BUILDING MAINTENANCE	4.99

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01-02727 ORSCHELN COFFEYVILLE 36 (** CONTINUED **)

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
I-4313-2		K9 FOOD	52.99			
10/28/2019	AP	DUE: 10/28/2019 DISC: 10/28/2019		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	52.99
I-4507		CHAIN	17.91			
10/21/2019	AP	DUE: 10/21/2019 DISC: 10/21/2019		1099: N		
		CHAIN		010 5-163-520	DEPARTMENT SUPPLIES	17.91
I-4592		K9 FOOD	42.99			
10/29/2019	AP	DUE: 10/29/2019 DISC: 10/29/2019		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	42.99
I-4932		WELDING ROD	12.03			
10/31/2019	AP	DUE: 10/31/2019 DISC: 10/31/2019		1099: N		
		WELDING ROD		900 5-036-520	DEPARTMENT SUPPLIES	12.03
I-5121		ANTIFREEZE X 2	5.00			
10/28/2019	AP	DUE: 10/28/2019 DISC: 10/28/2019		1099: N		
		ANTIFREEZE X 2		010 5-163-590	VEHICLE-EQUIP SUPPLIES	5.00
I-5126		SPREADER	49.99			
10/28/2019	AP	DUE: 10/28/2019 DISC: 10/28/2019		1099: N		
		SPREADER		010 5-091-520	DEPARTMENT SUPPLIES	49.99
I-6115		ANTIFREEZE FOR STADIUM	50.00			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: N		
		ANTIFREEZE FOR STADIUM		900 5-026-572	SUPPLIES-OTHER	50.00
I-6186		ANTIFREEZE FOR STADIUM	45.00			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: N		
		ANTIFREEZE FOR STADIUM		900 5-026-572	SUPPLIES-OTHER	45.00
I-6321		30 X 50 TARP FOR SALT	99.99			
11/07/2019	AP	DUE: 11/07/2019 DISC: 11/07/2019		1099: N		
		30 X 50 TARP FOR SALT		010 5-163-520	DEPARTMENT SUPPLIES	99.99
I-6338		CONCRETE MIX, PVC CAP	14.45			
11/07/2019	AP	DUE: 11/07/2019 DISC: 11/07/2019		1099: N		
		80# CONCRETE MIX X 2		010 5-163-510	CEMENT & ASPHALT	9.98
		PVC CAP X 3		010 5-163-520	DEPARTMENT SUPPLIES	4.47
I-7624		NUTS, BOLTS, FENCE STAPLES	30.27			
11/13/2019	AP	DUE: 11/13/2019 DISC: 11/13/2019		1099: N		
		NUTS, BOLTS, FENCE STAPLES		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	30.27
I-7682		SLEDGE HAMMER	34.99			
11/13/2019	AP	DUE: 11/13/2019 DISC: 11/13/2019		1099: N		
		SLEDGE HAMMER		900 5-026-580	TOOLS	34.99
		=== VENDOR TOTALS ===	695.32			

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01-58037 PACE ANALYTICAL SERVICES, INC.						
I-1960091014		LAB TEST FOR WWTP	168.00			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	168.00
I-1960091015		LAB TEST FOR WWTP	155.00			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	155.00
I-1960091063		LAB TEST FOR WWTP	155.00			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	155.00
I-1960091170		LAB TEST FOR WWTP	128.00			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
I-1960091607		LAB TEST FOR WWTP	185.00			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	185.00
		=== VENDOR TOTALS ===	791.00			
01-58153 PEAK UPTIME						
I-55873		11/19 CLOUD BACKUP STORAGE	160.00			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: N		
		11/19 CLOUD BACKUP STORAGE		010 5-018-424	CONTRACTUAL AGREEMENTS	160.00
I-56058		12/19 CLOUD BACKUP STORAGE	160.00			
11/19/2019	AP	DUE: 11/19/2019 DISC: 11/19/2019		1099: N		
		12/19 CLOUD BACKUP STORAGE		010 5-018-424	CONTRACTUAL AGREEMENTS	160.00
		=== VENDOR TOTALS ===	320.00			
01-58180 PEREGRINE CORPORATION						
I-375359		10/29/19 LATE NOTICES	299.76			
10/31/2019	AP	DUE: 10/31/2019 DISC: 10/31/2019		1099: N		
		10/29/19 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	299.76
I-375363		10/29/19 UTILITY BILL PRINTIN	639.47			
10/31/2019	AP	DUE: 10/31/2019 DISC: 10/31/2019		1099: N		
		10/29/19 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	639.47
I-376801		11/7/19 UTILITY BILL PRINTING	1,232.33			
11/12/2019	AP	DUE: 11/12/2019 DISC: 11/12/2019		1099: N		
		11/7/19 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	1,232.33

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01-58180 PEREGRINE CORPORATION (** CONTINUED **)						
I-376886		11/8/19 LATE NOTICES	267.87			
11/13/2019	AP	DUE: 11/13/2019 DISC: 11/13/2019		1099: N		
		11/8/19 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	267.87
		=== VENDOR TOTALS ===	2,439.43			
01-58469 PRESTO-X						
I-4762021		PEST CONTROL - HGC	26.00			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: N		
		PEST CONTROL - HGC		370 5-000-424	CONTRACTUAL AGREEMENTS	26.00
I-4762022		PEST CONTROL - LIBRARY	31.00			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: N		
		PEST CONTROL - LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	31.00
I-4762023		PEST CONTROL - CITY HALL	75.00			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: N		
		PEST CONTROL - CITY HALL		010 5-091-424	CONTRACTUAL AGREEMENTS	75.00
		=== VENDOR TOTALS ===	132.00			
01-03227 R & R LAWN CARE LLC						
I-148542		11/1/19 WEED LOT MOWING	378.00			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: Y		
		11/1/19 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	378.00
I-148543		11/1/19 WEED LOT MOWING	294.00			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: Y		
		11/1/19 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	294.00
I-148544		11/1/19 WEED LOT MOWING	294.00			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: Y		
		11/1/19 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	294.00
I-148545		11/1/19 WEED LOT MOWING	252.00			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: Y		
		11/1/19 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	252.00
I-148546		11/1/19 WEED LOT MOWING	280.00			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: Y		
		11/1/19 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	280.00
I-148547		11/1/19 WEED LOT MOWING	168.00			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: Y		
		11/1/19 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	168.00
		=== VENDOR TOTALS ===	1,666.00			

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01-58850 REPUBLIC SERVICES #376						
I-0376-000406279		10/19 RESIDENTIAL SERVICE	33,104.30			
10/25/2019	AP	DUE: 10/25/2019 DISC: 10/25/2019		1099: N		
		10/19 RESIDENTIAL SERVICE		700 5-000-478	PROFESSIONAL SERVICES	33,104.30
I-0376-000406494		11/19 CITY CONTRACT	558.32			
10/31/2019	AP	DUE: 10/31/2019 DISC: 10/31/2019		1099: N		
		ELECTRIC GENERATION		800 5-030-424	CONTRACTUAL AGREEMENTS	58.75
		ELECTRIC DISTRIBUTION		800 5-020-424	CONTRACTUAL AGREEMENTS	58.75
		WATER TREATMENT PLANT		900 5-036-424	CONTRACTUAL AGREEMENTS	58.75
		PUBLIC SERVICE BARN-40 YD		010 5-163-478	PROFESSIONAL SERVICES	524.46
		PUBLIC SERVICE BARN		010 5-163-424	CONTRACTUAL AGREEMENTS	58.75
		LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	75.30
		WASTEWATER TREATMENT PLANT		900 5-047-424	CONTRACTUAL AGREEMENTS	58.75
		AQUATIC CENTER		450 5-000-424	CONTRACTUAL AGREEMENTS	0.00
		HILLCREST GOLF COURSE		370 5-000-424	CONTRACTUAL AGREEMENTS	103.87
		FAIRVIEW CEMETERY		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		CITY HALL		010 5-091-424	CONTRACTUAL AGREEMENTS	37.65
		FIRE DEPARTMENT		010 5-041-424	CONTRACTUAL AGREEMENTS	15.04
		FIRE DEPARTMENT 6-YD		010 5-041-478	PROFESSIONAL SERVICES	145.00
		WOODS RV PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	90.24
		RIVERCREST RV PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	90.24
		WALTER JOHNSON PARK PLAYGROUND		010 5-163-424	CONTRACTUAL AGREEMENTS	45.12
		RON STEVENSON BUILDING		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		LECLERE PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	45.12
		PFISTER PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	45.12
		HARMON PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	45.12
		AIRPORT		360 5-000-424	CONTRACTUAL AGREEMENTS	37.65
		BROWN MANSION		010 5-163-424	CONTRACTUAL AGREEMENTS	37.65
		ANIMAL SHELTER		010 5-025-424	CONTRACTUAL AGREEMENTS	58.75
		SHOOTING RANGE		010 5-023-424	CONTRACTUAL AGREEMENTS	15.04
		SYCAMORE PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		ROOSEVELT DRIVE		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		NEW GENERATION		800 5-030-424	CONTRACTUAL AGREEMENTS	37.65
		EMERGENCY SERVICES 1/2		010 5-023-424	CONTRACTUAL AGREEMENTS	29.38
		EMERGENCY SERVICES 1/2		010 5-041-424	CONTRACTUAL AGREEMENTS	29.37
		OAKCREST LODGE		010 5-163-424	CONTRACTUAL AGREEMENTS	15.04
		CREDIT-8/31 ENVIRONMENT CHRG		900 5-036-478	PROFESSIONAL SERVICES	672.91CR
		CREDIT-9/30 ENVIRONMENT CHRG		900 5-036-478	PROFESSIONAL SERVICES	645.49CR
I-201911157834		8/19 RESIDENTIAL-ADDITIONAL	2,547.00			
8/31/2019	AP	DUE: 8/31/2019 DISC: 8/31/2019		1099: N		
		8/19 RESIDENTIAL-ADDITIONAL		700 5-000-478	PROFESSIONAL SERVICES	2,547.00
		=== VENDOR TOTALS ===	36,209.62			

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01-03217 ROGER L. GOSSARD						
I-201911157835		11/19 INDIGENT DEFENDER	800.00			
11/14/2019	AP	DUE: 11/14/2019 DISC: 11/14/2019		1099: Y		
		11/19 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES	800.00
		=== VENDOR TOTALS ===	800.00			
01-03385 SEK READY MIX, INC.						
I-3269		2.25 CY-HARMON PARK	266.75			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: N		
		2.25 CY-HARMON PARK		010 5-163-510	CEMENT & ASPHALT	266.75
I-3283		2 CY-HARMON BASKETBALL GOALS	276.00			
11/08/2019	AP	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		2 CY-HARMON BASKETBALL GOALS		010 5-163-510	CEMENT & ASPHALT	276.00
		=== VENDOR TOTALS ===	542.75			
01-59310 SEKRPC						
I-18-PF-019 ADMIN 3		PAY #3-GRANT ADMIN FEES	5,000.00			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		PAY #3-GRANT ADMIN FEES		520 5-220-478	PROFESSIONAL SERVICES	5,000.00
		=== VENDOR TOTALS ===	5,000.00			
01-03460 SHERWIN WILLIAMS COMPANY						
I-0212-9		TRAFFIC MARKING PAINT X 50 GA	190.90			
11/01/2019	AP	DUE: 12/01/2019 DISC: 12/01/2019		1099: N		
		TRAFFIC MARKING PAINT X 50 GAL		010 5-163-520	DEPARTMENT SUPPLIES	190.90
I-0265-7		TRAFFIC MARKING PAINT X 50 GA	229.90			
11/04/2019	AP	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		TRAFFIC MARKING PAINT X 50 GAL		010 5-163-520	DEPARTMENT SUPPLIES	229.90
I-0333-3		TRAFFIC MARKING PAINT X 100 G	381.80			
11/05/2019	AP	DUE: 12/05/2019 DISC: 12/05/2019		1099: N		
		TRAFFIC MARKING PAINT X 100 GA		010 5-163-520	DEPARTMENT SUPPLIES	381.80
I-0505-6		SEALANT	8.70			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		SEALANT		010 5-025-610	BUILDING MAINTENANCE	8.70
I-0511-4		TAPE	11.71			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		TAPE		010 5-163-520	DEPARTMENT SUPPLIES	11.71
		=== VENDOR TOTALS ===	823.01			

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01-59669 SOUTHERN UNIFORM & EQUIPMENT L						
I-94480		NAMETAG-CONGER	19.00			
11/08/2019	AP	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		NAMETAG-CONGER		010 5-023-515	CLOTHING	19.00
		=== VENDOR TOTALS ===	19.00			
01-59722 SOUTHWEST POWER POOL, INC.						
I-TRN1019CMLP		10/19 TRANSMISSION SERVICE	530,991.59			
11/08/2019	AP	DRAFT 11/12/2019		1099: N		
		10/19 TRANSMISSION SVC-LINDE		800 5-070-426	NETWORK TRANSMISSION SER	344,993.82
		10/19 TRANSMISSION SVC-CITY		800 5-022-426	NETWORK TRANSMISSION SER	185,982.77
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	530,991.59			
01-59800 SOUTHWESTERN POWER ADMINISTRAT						
I-20-014		10/19 ENERGY PURCHASE	14,991.68			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		10/19 ENERGY PURCHASE		800 5-030-538	ENERGY-PURCHASE FIRM	14,991.68
		=== VENDOR TOTALS ===	14,991.68			
01-59953 STATION AUTOMATION, INC.						
I-1703		VEHICLE CHECK ANNUAL AGREEMEN	1,045.00			
5/05/2019	AP	DUE: 5/05/2019 DISC: 5/05/2019		1099: N		
		VEHICLE CHECK ANNUAL AGREEMENT		010 5-041-424	CONTRACTUAL AGREEMENTS	1,045.00
		=== VENDOR TOTALS ===	1,045.00			
01-60223 TEQUIPMENT.NET						
I-A525613		DATA RECORDER/LOGGER, CLAMP	5,796.83			
11/12/2019	AP	DUE: 11/12/2019 DISC: 11/12/2019		1099: Y		
		DATA RECORDER/LOGGER, CLAMP		800 5-020-850	OTHER EQUIPMENT	5,796.83
		=== VENDOR TOTALS ===	5,796.83			
01-60257 THERMO SENSORS CORPORATION						
I-78218		THERMO COUPLE-BOILER #4	45.00			
11/05/2019	AP	DUE: 11/05/2019 DISC: 11/05/2019		1099: N		
		THERMO COUPLE-BOILER #4		800 5-030-620	EQUIPMENT MAINTENANCE	45.00
		=== VENDOR TOTALS ===	45.00			

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01-03770 THOMPSON BROTHERS SUPPLIES, IN						
I-763227		COMPRESSED HYDROGEN X 12	312.10			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		COMPRESSED HYDROGEN X 12		800 5-030-525	CHEMICALS/FERTILIZERS/SE	312.10
I-763454		ACETYLENE, SKULL CAP	73.87			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		ACETYLENE		800 5-030-525	CHEMICALS/FERTILIZERS/SE	65.66
		SKULL CAP X 3		800 5-030-515	CLOTHING	8.21
I-763753		COMPRESSED HYDROGEN X 10	260.50			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		COMPRESSED HYDROGEN X 10		800 5-030-525	CHEMICALS/FERTILIZERS/SE	260.50
I-763953		COMPRESSED NITROGEN	29.02			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		COMPRESSED NITROGEN		800 5-020-525	CHEMICALS/FERTILIZERS/SE	29.02
I-BO 34288		WELDER GUN, FITTINGS	785.92			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		WELDER GUN, FITTINGS		010 5-163-850	OTHER EQUIPMENT	196.48
		WELDER GUN, FITTINGS		900 5-026-850	OTHER EQUIPMENT	196.48
		WELDER GUN, FITTINGS		900 5-027-850	OTHER EQUIPMENT	196.48
		WELDER GUN, FITTINGS		760 5-000-850	OTHER EQUIPMENT	196.48
		=== VENDOR TOTALS ===	1,461.41			
01-60174 TLC GROUNDSKEEPING LLC						
I-14907		10/19 AIRPORT BRUSH HOG	395.00			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: Y		
		10/19 AIRPORT BRUSH HOG		360 5-000-478	PROFESSIONAL SERVICES	395.00
		=== VENDOR TOTALS ===	395.00			
01-03810 TOOL SUPPLY, INC.						
I-0096585-00		VACUUM BONDED BLADE X 2	549.46			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		VACUUM BONDED BLADE X 2		010 5-041-620	EQUIPMENT MAINTENANCE	549.46
I-0096631-00		FLAT HEAD BOLT	5.50			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		FLAT HEAD BOLT		900 5-026-620	EQUIPMENT MAINTENANCE	5.50
I-0096647-00		BOLTS, LOCK NUTS	6.60			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		BOLTS, LOCK NUTS		010 5-163-520	DEPARTMENT SUPPLIES	6.60

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01-03810 TOOL SUPPLY, INC.		(** CONTINUED **)				
I-0096685-00		CHAIN	97.80			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		CHAIN		900 5-027-520	DEPARTMENT SUPPLIES	97.80
I-0096691-00		WRENCH	100.35			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		WRENCH		800 5-030-580	TOOLS	100.35
		=== VENDOR TOTALS ===	759.71			
01-03840 TRI-STATE ELECTRIC SUPPLY COMP						
I-1015847-00		MINIATURE BUSS FUSE X 10	16.35			
10/24/2019	AP	DUE: 11/23/2019 DISC: 11/23/2019		1099: N		
		MINIATURE BUSS FUSE X 10		800 5-030-530	ELECTRICAL	16.35
I-1015863-00		FLUORESCENT LAMPS X 60	141.27			
11/05/2019	AP	DUE: 12/05/2019 DISC: 12/05/2019		1099: N		
		FLUORESCENT LAMPS X 60		800 5-030-530	ELECTRICAL	141.27
I-1015945-00		BREAKER, RECEPTACLE-DALTON DA	154.64			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		BREAKER, RECEPTACLE-DALTON DAY		800 5-020-572	SUPPLIES-OTHER	154.64
I-1015946-00		WIRING,CONDUIT-STADIUM	131.54			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		WIRING,CONDUIT-STADIUM		800 5-020-572	SUPPLIES-OTHER	131.54
I-1015947-00		CONNECTORS,TERMINALS-STOCK	53.03			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		CONNECTORS,TERMINALS-STOCK		800 5-020-520	DEPARTMENT SUPPLIES	53.03
I-1015948-00		WIRING,BALLAST-WWTP	158.82			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		WIRING,BALLAST-WWTP		800 5-020-572	SUPPLIES-OTHER	158.82
I-1015949-00		RECEPTACLE,BOX-LIFT STATION	30.73			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		RECEPTACLE,BOX-LIFT STATION		800 5-020-572	SUPPLIES-OTHER	30.73
I-1016044-00		BULB X 32	293.67			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		BULB X 32		900 5-036-610	BUILDING MAINTENANCE	293.67
I-1016119-00		WIRE NUT X 200	35.28			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		WIRE NUT X 200		900 5-036-520	DEPARTMENT SUPPLIES	35.28

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01-03840 TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)						
I-1016165-00		BULB	7.71			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		BULB		010 5-163-610	BUILDING MAINTENANCE	7.71
		=== VENDOR TOTALS ===	1,023.04			
01-60800 U.S. BANK EQUIPMENT FINANCE						
I-399487032		COPIER LEASE, ORIGINATION FEE	471.48			
11/06/2019	AP	DUE: 11/06/2019 DISC: 11/06/2019		1099: N		
		COPIER LEASE, ORIGINATION FEE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	471.48
		=== VENDOR TOTALS ===	471.48			
01-60612 ULINE						
I-113785750		MAGNETIC LABELS, MARKERS	122.77			
10/29/2019	AP	DUE: 10/29/2019 DISC: 10/29/2019		1099: N		
		MAGNETIC LABELS, MARKERS		800 5-020-520	DEPARTMENT SUPPLIES	122.77
		=== VENDOR TOTALS ===	122.77			
01-60622 UMB BANK						
I-201911217848		10/19 CREDIT CARD CHARGES	7,289.05			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: N		
		HOTEL-WICHITA-WW TRAINING		900 5-037-490	TRAVEL EXPENSE REIMBURSE	129.04
		HOTEL-MULVANCE-KACE CONFERENCE		010 5-045-490	TRAVEL EXPENSE REIMBURSE	202.04
		HOTEL-MULVANCE-KACE CONFERENCE		010 5-045-490	TRAVEL EXPENSE REIMBURSE	303.06
		FUEL-HUTCHINSON-STRMWTR MTG		760 5-000-545	MOTOR FUELS/LUBRICANTS	23.00
		FUEL-HUTCHINSON-STRMWTR MTG		760 5-000-545	MOTOR FUELS/LUBRICANTS	39.20
		TELRAD ANTENNA X 2 FOR STOCK		720 5-000-850	OTHER EQUIPMENT	718.91
		TELRAD AP DUMMY LOAD FOR TEST		720 5-000-850	OTHER EQUIPMENT	85.48
		FLIR CAMERA 1/2		800 5-020-850	OTHER EQUIPMENT	1,088.91
		FLIR CAMERA 1/2		800 5-030-850	OTHER EQUIPMENT	1,088.90
		SLING TV FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	38.31
		GAS VALVE-GEN #2		800 5-030-620	EQUIPMENT MAINTENANCE	70.93
		HOTEL-WICHITA-KMEA CONFERENCE		800 5-040-490	TRAVEL EXPENSE REIMBURSE	138.36
		LUNCH FOR GRDA PRESENTATION		800 5-040-490	TRAVEL EXPENSE REIMBURSE	73.81
		RETURN 5/8" PLUG		800 5-030-620	EQUIPMENT MAINTENANCE	219.26CR
		LUMBER FOR EXTRICATION SUPPORT		010 5-041-520	DEPARTMENT SUPPLIES	179.39
		COLLAR PIN X 6		010 5-041-515	CLOTHING	40.81
		RESCUE CHAINS		010 5-041-570	SAFETY EQUIPMENT	239.50
		FIREFIGHTER 2 CLASS RGSTRN-BOX		010 5-041-428	CONFERENCES-SCHOOLS	20.00
		CHAIN, GLOVES, NUTS, BOLTS		010 5-041-520	DEPARTMENT SUPPLIES	46.00
		COUPLING, LINK, ANCHOR		010 5-041-520	DEPARTMENT SUPPLIES	43.08
		HOTEL-EXTRICATION INSTRUCTOR		010 5-041-490	TRAVEL EXPENSE REIMBURSE	412.20
		HOTEL-EXTRICATION INSTRUCTOR		010 5-041-490	TRAVEL EXPENSE REIMBURSE	412.20
		HOTEL-FIREFIGHTER 2 CLASS-BOX		010 5-041-490	TRAVEL EXPENSE REIMBURSE	109.81
		FIRE SAFETY COLORING BK X 250		010 5-041-521	SPECIAL EVENTS	294.75

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01-60622 UMB BANK		(** CONTINUED **)				
		NRA MEMBER RENEWAL-VARGAS		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	60.00
		NRA FIREARM INSTRCTR-VARGAS		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	30.00
		LIFE SAVING MEDAL X 2		010 5-023-521	SPECIAL EVENTS	235.95
		SECURITY MONITORING-EVIDENCE		010 5-023-478	PROFESSIONAL SERVICES	14.99
		SECURITY MONITORING-ARMORY		010 5-023-478	PROFESSIONAL SERVICES	14.99
		GAS MASK VOICE AMPLIFIER X 9		010 5-023-480	S.O.T. OFFICERS	819.00
		GLOCK 45 9MM-CONGER		010 0-320	PAYROLL DEDUCTION RECEIV	535.69
		=== VENDOR TOTALS ===	7,289.05			
01-60850 USA BLUEBOOK						
I-060265		SULFURIC ACID	100.57			
11/06/2019	AP	DUE: 12/06/2019 DISC: 12/06/2019		1099: N		
		SULFURIC ACID		900 5-036-525	CHEMICALS/FERTILIZERS/SE	100.57
		=== VENDOR TOTALS ===	100.57			
01-60802 UV DOCTOR LAMPS LLC						
I-12959		UV BULB X 330	7,293.77			
11/12/2019	AP	DUE: 11/12/2019 DISC: 11/12/2019		1099: N		
		UV BULB X 330		910 5-611-850	OTHER EQUIPMENT	7,293.77
		=== VENDOR TOTALS ===	7,293.77			
01-61472 VERIZON BUSINESS						
I-62030532		11/19 B-SUB DEDICATED LINE	2,491.73			
11/10/2019	AP	DUE: 12/10/2019 DISC: 12/10/2019		1099: N		
		11/19 B-SUB DEDICATED LINE		800 5-070-416	COMMUNICATIONS	2,491.73
		=== VENDOR TOTALS ===	2,491.73			
01-61477 VERIZON WIRELESS						
I-9841236322		11/19 CELL PHONES, HOT SPOTS	1,027.42			
11/01/2019	AP	DUE: 11/01/2019 DISC: 11/01/2019		1099: N		
		11/19 CELL PHONE		010 5-015-416	COMMUNICATIONS	43.95
		11/19 CELL PHONE X 2, HOT SPOT		010 5-023-416	COMMUNICATIONS	239.08
		11/19 CELL PHONE, HOT SPOT X 2		010 5-041-416	COMMUNICATIONS	123.97
		11/19 CELL PHONE, HOT SPOT		010 5-045-416	COMMUNICATIONS	11.04CR
		11/19 CELL PHONE		760 5-000-416	COMMUNICATIONS	33.21
		11/19 CELL PHONE X 2, HOT SPOT		800 5-020-416	COMMUNICATIONS	146.86
		11/19 CELL PHONE		800 5-030-416	COMMUNICATIONS	53.02
		11/19 CELL PHONE		800 5-040-416	COMMUNICATIONS	53.02
		11/19 CELL PHONE X 3, HOT SPOT		900 5-026-416	COMMUNICATIONS	159.49
		11/19 CELL PHONE X 2		900 5-027-416	COMMUNICATIONS	66.42
		11/19 CELL PHONE X 2		900 5-036-416	COMMUNICATIONS	86.23
		11/19 CELL PHONE		900 5-037-416	COMMUNICATIONS	33.21
		=== VENDOR TOTALS ===	1,027.42			

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01-04010 WALMART COMMUNITY BRC						
I-00131-2		CAMERA, SIM CARD, CLEANER	115.92			
10/21/2019	AP	DUE: 11/20/2019 DISC: 11/20/2019		1099: N		
		CAMERA, SIM CARD		010 5-041-845	OFFICE FURNITURE & EQUIP	108.00
		FABRIC CLEANER		010 5-041-520	DEPARTMENT SUPPLIES	7.92
I-00300		PRISONER MEALS, MARKERS, WIPE	161.49			
10/22/2019	AP	DUE: 11/21/2019 DISC: 11/21/2019		1099: N		
		PRISONER MEALS		010 5-023-562	JAIL EXPENSE	116.90
		ENVELOPES, MARKERS, CLIPS		010 5-023-550	OFFICE SUPPLIES	21.86
		AA BATTERIES		010 5-023-505	BATTERIES-NON VEHICLES	12.78
		WIPES		010 5-023-520	DEPARTMENT SUPPLIES	4.98
		BANDAGES		010 5-023-570	SAFETY EQUIPMENT	4.97
I-01309		WIPES, AIR FRESH	38.60			
11/07/2019	AP	DUE: 12/07/2019 DISC: 12/07/2019		1099: N		
		WIPES, AIR FRESH		010 5-091-520	DEPARTMENT SUPPLIES	38.60
I-03433		FIBER FILL, DUCT TAPE	27.30			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		FIBER FILL, DUCT TAPE		760 5-000-520	DEPARTMENT SUPPLIES	27.30
I-03454		BRUSHES, ALPHABET STICKERS	29.56			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		BRUSHES, ALPHABET STICKERS		010 5-041-520	DEPARTMENT SUPPLIES	29.56
I-04108-1		HALLOWEEN CANDY	73.36			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		HALLOWEEN CANDY		010 5-041-521	SPECIAL EVENTS	73.36
I-05711		BUNS, FRIES, COOKIES	32.82			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		BUNS, FRIES, COOKIES		370 5-000-507	CONCESSIONS	32.82
I-05868		ANTIFREEZE, TOWELS, BANDAGES	51.38			
11/12/2019	AP	DUE: 12/12/2019 DISC: 12/12/2019		1099: N		
		ANTIFREEZE		010 5-041-590	VEHICLE-EQUIP SUPPLIES	23.64
		SHOP TOWELS, SOAP		010 5-041-520	DEPARTMENT SUPPLIES	22.77
		BANDAGES		010 5-041-570	SAFETY EQUIPMENT	4.97
I-06092		FRIES, CRACKERS, TOWELS, PAPE	48.55			
10/20/2019	AP	DUE: 11/19/2019 DISC: 11/19/2019		1099: N		
		FRIES, CRACKERS, BUNS		370 5-000-507	CONCESSIONS	23.23
		TOWELS, SCREWS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	17.88
		COPY PAPER, WHITE-OUT		370 5-000-550	OFFICE SUPPLIES	7.44
I-07466		CANDY, PUNCH, CUPS-SPOOKTACUL	35.38			
10/28/2019	AP	DUE: 11/27/2019 DISC: 11/27/2019		1099: N		
		CANDY, PUNCH, CUPS-SPOOKTACULR		010 5-041-521	SPECIAL EVENTS	35.38

PACKET: 03755 AO 19-22 11.26.19 PAYABL

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
01-04010 WALMART COMMUNITY BRC		(** CONTINUED **)				
I-08773		LIGHTS, WIPES, CRACKERS, PENS	53.37			
10/29/2019	AP	DUE: 11/28/2019 DISC: 11/28/2019		1099: N		
		LIGHTS, WIPES, SCREWS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	40.66
		CARDSTOCK, PEN		370 5-000-550	OFFICE SUPPLIES	6.80
		CRACKERS		370 5-000-507	CONCESSIONS	5.91
I-09289		CLEANER, WD40, DE-ICER	41.82			
10/31/2019	AP	DUE: 11/30/2019 DISC: 11/30/2019		1099: N		
		CLEANER, WD40, DE-ICER		900 5-037-520	DEPARTMENT SUPPLIES	41.82
I-201911197847		10/19 LATE CHARGE	17.66			
11/16/2019	AP	DUE: 12/16/2019 DISC: 12/16/2019		1099: N		
		10/19 LATE CHARGE		010 5-131-520	DEPARTMENT SUPPLIES	17.66
		=== VENDOR TOTALS ===	727.21			
		=== PACKET TOTALS ===	3,747,150.15			

City of Coffeyville
Payroll Distribution Summary
19-22

Date	**Amount**
November 17, 2019	$ 392,473.58
Total Payroll	**$ 392,473.58**

PACKET: 03756 AO 19-22A ISHAM HARDWARE
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
01-01930		ISHAM TRUE VALUE HARDWARE				
I-14509		PULLEY X 6-KENNELS	23.34			
11/15/2019	AP	DUE: 12/15/2019 DISC: 12/15/2019		1099: N		
		PULLEY X 6-KENNELS		010 5-025-610	BUILDING MAINTENANCE	23.34
I-14704		4" PVC PIPE, FITTINGS-CITY RE	192.80			
11/18/2019	AP	DUE: 12/18/2019 DISC: 12/18/2019		1099: N		
		4" PVC PIPE, FITTINGS-CITY REC		900 5-027-572	SUPPLIES-OTHER	192.80
I-15081		EYEBOLT, NUT, WASHERS	4.46			
8/26/2019	AP	DUE: 9/25/2019 DISC: 9/25/2019		1099: N		
		EYEBOLT, NUT, WASHERS		010 5-041-520	DEPARTMENT SUPPLIES	4.46
I-7298		LOCK X 2	25.98			
11/14/2019	AP	DUE: 12/14/2019 DISC: 12/14/2019		1099: N		
		LOCK X 2		900 5-027-520	DEPARTMENT SUPPLIES	25.98
I-7330		BROOM X 2	55.98			
10/16/2019	AP	DUE: 11/15/2019 DISC: 11/15/2019		1099: N		
		BROOM X 2		010 5-163-520	DEPARTMENT SUPPLIES	55.98
I-7399		CORNER ROUND	1.59			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		CORNER ROUND		010 5-135-610	BUILDING MAINTENANCE	1.59
I-7428		BUSHING	10.36			
10/30/2019	AP	DUE: 11/29/2019 DISC: 11/29/2019		1099: N		
		BUSHING		900 5-027-620	EQUIPMENT MAINTENANCE	10.36
I-7465		PADLOCK X 2	25.48			
10/29/2019	AP	DUE: 11/28/2019 DISC: 11/28/2019		1099: N		
		PADLOCK X 2		010 5-163-520	DEPARTMENT SUPPLIES	25.48
I-7470		TAPE MEASURE	14.99			
11/01/2019	AP	DUE: 12/01/2019 DISC: 12/01/2019		1099: N		
		TAPE MEASURE		010 5-163-580	TOOLS	14.99
I-7476		SINK DRAIN REPAIR-CHAMBER	12.78			
11/04/2019	AP	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		SINK DRAIN REPAIR-CHAMBER		900 5-026-572	SUPPLIES-OTHER	12.78
I-7482		U-BOLT X 4	5.76			
11/08/2019	AP	DUE: 12/08/2019 DISC: 12/08/2019		1099: N		
		U-BOLT X 4		760 5-000-520	DEPARTMENT SUPPLIES	5.76
I-7498		LOCK	15.99			
11/13/2019	AP	DUE: 12/13/2019 DISC: 12/13/2019		1099: N		
		LOCK		010 5-163-520	DEPARTMENT SUPPLIES	15.99
		=== VENDOR TOTALS ===	389.51			
		=== PACKET TOTALS ===	389.51			

PACKET: 03757 AO 19-22B IRONTIME SALES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-01910 IRONTIME SALES, INC.						
I-0005679-IN		CART X 2, TOTE X 16, CHOKER	78.84			
10/11/2019	AP	DUE: 11/10/2019 DISC: 11/10/2019		1099: N		
		CART X 2, TOTE X 16, CHOKER		800 5-030-520	DEPARTMENT SUPPLIES	78.84
		=== VENDOR TOTALS ===	78.84			
		=== PACKET TOTALS ===	78.84			

Proclamation

WHEREAS, the Census is vital to our community in that the data ensures fair Congressional representation by determining how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislature and county councils, and voting districts; and

WHEREAS, the Census is also used to help determine where to locate schools, daycare centers, senior citizen centers, hospitals, and other facilities and is used to make decisions concerning business growth and jobs; and

WHEREAS, Census data is the basis for the allocation of billions of dollars of federal, state and county funds for social and other programs; and

WHEREAS, the Census is used for planning for public transportation services, planning health and education services for people with disabilities, urban planning, land use planning, developing assistance programs for low-income families, making business decision, school projects, developing adult education programs, and attracting new businesses to state and local areas; and

WHEREAS, Census information is confidential, and federal law prohibits any public or private agency from gaining access to confidential census data; and

WHEREAS, the City of Coffeyville is committed to collaborating with the U.S. Census Bureau in preparing for Census 2020 through address list updates, Census map corrections and jurisdictional boundary updates.

NOW, THEREFORE, I, Paul Bauer, Mayor of the City of Coffeyville, Kansas, do hereby proclaim the City of Coffeyville to be a

CENSUS 2020 PARTNER

and recognize Census 2020 as a top priority for all departments and appointed officials, and encourage the community to place an emphasis on partnering with the U.S. Census Bureau in achieving an accurate and complete count in Census 2020.

.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Coffeyville, Kansas, to be affixed this 26th day of November, 2019.

____
Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

Certificate of Accommodation

The Coffeyville Fire Department believes in the recognition of their officers, their actions and outstanding efforts in service to the community and their fellow officers. In keeping with this belief, the City of Coffeyville and Coffeyville Fire Department presents this Unit Accommodation Award to

Kevin Midget

for outstanding performance during a heroic water rescue.

BILLY COCKMAN, FIRE CHIEF

SEPTEMBER 24, 2019

Certificate of Accommodation

The Coffeyville Fire Department believes in the recognition of their officers, their actions and outstanding efforts in service to the community and their fellow officers. In keeping with this belief, the City of Coffeyville and Coffeyville Fire Department presents this Unit Accommodation Award to

Rex Reardon

for outstanding performance during a heroic water rescue.

BILLY COCKMAN, FIRE CHIEF	SEPTEMBER 24, 2019

Certificate of Accommodation

The Coffeyville Fire Department believes in the recognition of their officers, their actions and outstanding efforts in service to the community and their fellow officers. In keeping with this belief, the City of Coffeyville and Coffeyville Fire Department presents this Unit Accommodation Award to

Caleb Horn

for outstanding performance during a heroic water rescue.

BILLY COCKMAN, FIRE CHIEF

SEPTEMBER 24, 2019

Certificate of Accommodation

The Coffeyville Police and Fire Departments believe in the recognition of their officers, their actions and outstanding efforts in service to the community and their fellow officers. In keeping with this belief, the City of Coffeyville and Coffeyville Fire Department present this Accommodation Award to:

Terrence Gaston

for going above the call of duty that saved the life of an infant.

BILLY COCKMAN, FIRE CHIEF

DATE

Item # I-1

Coffeyville KANSAS	**CITY OF COFFEYVILLE** **BOARD OF COMMISSIONERS AGENDA ITEM**
MEETING DATE	November 26, 2019
RESOLUTION OR ORDINANCE NUMBER	R-19-68
AGENDA TITLE	Next Generation 911 (NG911) Services for the County of Nowata, Oklahoma MOA
REQUESTING DEPARTMENT	Police Department
PRESENTER	Kwin Bromley, Chief of Police Chad Soles, Communications Director

FISCAL INFORMATION	Cost as recommended:	$ 0.00
	Budget Line Item:	N/A
	Balance Available	
	New Appropriation Required:	[ ] Yes [ ] No
PURPOSE	Approval of an MOA with the County of Nowata, Oklahoma for NG911 services.	

BACKGROUND	In 2018, the State of Oklahoma 911 Authority mandated that all Oklahoma counties begin the initial phase of mapping addresses for the future installation of NG911. Oklahoma is currently still installing E911 Public Safety Answering Points (PSAP's) throughout the State of Oklahoma. Nowata County, Oklahoma, does not have E911 and was directed by the Oklahoma 911 Authority to become compliant with current Oklahoma E911 requirements by January 1 of 2020. The cost associated with the infrastructure requirements, personal, E911 installation and other equipment was cost prohibitive to Nowata County. Nowata County Officials recognized the City of Coffeyville already had the infrastructure, trained personnel and system requirements already in place which was needed for the 911 services. Nowata County, Oklahoma, requested a proposal for Coffeyville to provide NG911 services to Nowata County, Oklahoma. The Nowata 911 Trust Authority and Nowata County Commission selected the City of Coffeyville over other Oklahoma 911 providers for NG911 services.
SPECIAL NOTES	Coffeyville shall answer the NG911 calls and transfer to a designated phone number provided by the Nowata County Sheriff's Office; Coffeyville Police Department will provide Emergency Medical and Fire Dispatch protocol on critical incidents as determined by the parties. In addition, Coffeyville shall provide dispatch services, in the form of paging, to all rural fire departments in Nowata County and the City of Nowata for fire and emergency medical services. In the event Coffeyville's call volume within its own jurisdiction becomes such that NG911 calls for fire and emergency services from Nowata County are not serviceable, those calls will be temporarily transferred to Nowata County during said event. The scope of Coffeyville's services under this Agreement includes NG911 calls and transfers. Coffeyville shall not be responsible for National Crime Information Center entries or requests, dispatching of units, or any other services on behalf of Nowata County.

ANALYSIS	Coffeyville Police Department believes the citizens of Nowata County, Oklahoma, would be best served if a Memorandum of Agreement was approved with the County of Nowata, Oklahoma. Analysis of all calls placed to the Nowata County Sheriff's Office in 2017 and 2018 averaged sixteen (16) calls in a 24 hour period. Staff believes the additional 911 call work load to the Coffeyville PD Communications Center would require an additional communications staff member.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the approval of the MOA's with Nowata County, Oklahoma.
REFERENCE DOCUMENTS ATTACHED	Coffeyville PD –Nowata County NG911 services MOA.

RESOLUTION NO. R-19-68

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF NOWATA TO ANSWER NEXT GENERATION 911 (NG911) SERVICE CALLS.

WHEREAS, K.S.A. 12-2908 permits municipalities to contract with other municipalities to perform governmental services, activities or undertakings which each contracting municipality is authorized by law to perform; and

WHEREAS, Coffeyville and Nowata County have determined that it is in the best interests of the public and the agencies involved for Coffeyville to answer Next Generation 911 ("NG911") service calls for the County of Nowata.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk be authorized and directed to execute a memorandum of agreement with the County of Nowata to answer Next Generation 911 (NG911) service calls.

Adopted this 26th day of November, 2019.

____
Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

Approved as to Form:

____
Paul Kritz, City Attorney

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered by and between City of Coffeyville, Kansas, a Kansas municipal corporation, with a mailing address of P.O. Box 1629, Coffeyville, Kansas 67337 (hereinafter "Coffeyville"), Nowata County, Oklahoma, a political subdivision of the State of Oklahoma, with a mailing address of 229 N. Maple, Nowata, Oklahoma 74048 (hereinafter "Nowata County"), and the Nowata County 911 Trust Authority (hereinafter "Trust Authority"), an organization appointed by the Nowata County Commission pursuant to the Oklahoma Emergency Telephone Act, with a mailing address the same as Nowata County.

WHEREAS, the respective governing bodies of the Coffeyville and Nowata have determined that it is in the best interests of the parties hereto, and the public they serve, to consolidate certain emergency communications and authorize Coffeyville to answer Next Generation 911 ("NG911") service calls originating in Nowata County, Oklahoma; and

WHEREAS, K.S.A. 12-2908 permits municipalities to contract with other municipalities, including counties, to perform governmental services, activities or undertakings which each contracting municipality is authorized by law to perform.

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

1. **PURPOSE.** The purpose of this Agreement is to provide for the orderly unification and operation of NG911 service for Nowata County and all towns situated within Nowata County, Oklahoma, except such towns that elect to opt out of coverage under this Agreement.

2. **CALL HANDLING.** Coffeyville shall answer NG911 calls and transfer to a designated phone number provided by the Nowata County Sheriff's Office; provided, Coffeyville will provide Emergency Medical and Fire Dispatch protocol on critical incidents, as determined by the parties. In addition, Coffeyville shall provide dispatch services, in the form of paging, to all rural fire departments in Nowata County and the City of Nowata for fire and emergency medical service; provided, in the event Coffeyville's call volume within its own jurisdiction becomes such that NG911 calls for fire and emergency medical services from Nowata County are not serviceable, those calls will be temporarily transferred to Nowata County during such event.

3. **NCIC, DISPATCHING, AND OTHER SERVICES EXCLUDED.** The scope of Coffeyville's services under this Agreement includes only NG911 calls and transfers. Coffeyville shall not be responsible for National Crime Information Center entries or requests, dispatching of units, or any other services on behalf of Nowata County.

4. **NOWATA COUNTY'S RESPONSIBILITIES.** As long as this Agreement remains in effect, Nowata County agrees to permit the installation of POT lines to receive 911 transfer

calls, unless Nowata County currently has a designated phone number to utilize. Nowata County shall also handle all in person communications. Nowata County shall be responsible for all maintenance and agreement fees with AT&T, Totah, other phone service providers within Nowata County, along with any one time charges and Geographic Information System (GIS) Data.

5. **COFFEYVILLE'S RESPONSIBILITIES.** Coffeyville will provide 911 statistics to Nowata County on a monthly basis. Coffeyville will provide 911 phone recordings upon request from Nowata County. In the event Nowata County's phone system is temporarily inoperable, such that Coffeyville is unable to transfer NG911 calls to Nowata County, Coffeyville will provide back-up emergency call services on behalf of Nowata County by using other means of communication. Coffeyville will be responsible for any fees required be paid to the Kansas ESInet for services to be provided to Nowata County under this Agreement.

6. **TRUST AUTHORITY'S RESPONSIBILITIES.** The Trust Authority shall support Nowata County in complying with all provisions and requirements placed upon Nowata County under the terms and conditions of this Agreement.

7. **911 FUNDS.** Nowata County agrees that Coffeyville shall be entitled to collect all funds associated with NG911 services provided on behalf of Nowata County, including but not limited to Wireline, Wireless, VoIP, and related funds. Nowata County shall remit payment, along with copies of invoices of funds collected for the preceding month, by no later than the10thday of each month that this Agreement remains in effect.

8. **MEETINGS.** Coffeyville and Nowata County agree to conduct regular meetings to discuss this Agreement and the operation of the NG911 system. Each party may designate one or more representatives to attend each meeting.

9. **DURATION.** This Agreement shall commence as of the date approved by the governing bodies for each party and remain in force and effect until terminated by either party, which shall require one hundred twenty (120) days written notice.

10. **WAIVER OF SUBROGATION.** Each party hereby waives any and all rights of recovery against each other and the officers, employees, agents and representatives of the other for loss of or damage to such waiving party, or its property, or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage.

11. **THIRD PARTY BENEFICIARIES.** No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

12. **MODIFICATION.** This Agreement may be modified or amended only by written agreement of the parties.

13. **APPROVAL AND AUTHORIZATION.** Each party warrants and represents by its execution of this agreement that said agreement has been properly approved by each party's governing body and that this Agreement constitutes a legal, valid and binding obligation of each party, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates ascribed below, and made effective as set forth herein.

CITY OF COFFEYVILLE, KANSAS

____
Paul Bauer, Mayor

Date:______________________

Attest:

____
Allison Pryor, City Clerk

NOWATA COUNTY, OKLAHOMA

Burke LaRue Vice Chairman
~~Doug Sonenberg, Chairperson~~

Date: 11-18-19

Attest:
Chris Freeman
Chris Freeman, County Clerk

NOWATA COUNTY CLERK OKLAHOMA

NOWATA COUNTY 911 TRUST AUTHORITY

Jerome Gnatek
Jerome Gnatek, Chairman

Rocky L Seals
Rocky L. Seals, Vice-Chairman

Mike McE
Mike McElhaney, Trustee

Burke LaRue
Burke LaRue, Trustee

Mirta B Hallett
Mirta Hallett, Trustee

Item # I-2

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	November 27, 2019	
RESOLUTION OR ORDINANCE NUMBER	R-19-69	
AGENDA TITLE	**Boiler #4 - Boiler Feed Pump Repairs**	
REQUESTING DEPARTMENT	Electric Generation	
PRESENTER	Michael Shook	
FISCAL INFORMATION	Cost as recommended:	$98,569.00
	Budget Line Item:	810-5-030-620
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Receive authorization to issue an additional purchase order for repairs for Boiler Feed Pump #1.	
BACKGROUND	On October 8th, staff brought before the commission an item for the inspection and repair of Boiler Feed Pump #1, explaining that once a final repair cost was received after disassembly and inspection, and providing the cost exceeded the prior estimate, staff would come before the Commission again, to seek approval of any repairs and costs in excess of the original inspection quote.	
SPECIAL NOTES		

ANALYSIS	Ruhrpumpen has disassembled this pump, providing a detailed inspection report and repair quote, which has been included in your packet. Ruhrpumpen has determined that a complete rebuild of this pump will be necessary, providing a quote of an additional $96,569 to complete the needed repairs. Freight charges will add an additional $2,000, bringing the total repair costs to **$137,637**.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the Mayor be authorized to direct the Director of Finance to issue an additional purchase order to Ruhrpumpen for repairs on Boiler Feed Pump #1 in the amount not to exceed $98,569.00.
REFERENCE DOCUMENTS ATTACHED	Ruhrpumpen Repair Quote

RESOLUTION NO. R-19-69

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF AN ADDITIONAL PURCHASE ORDER TO RUHRPUMPEN INC. FOR REPAIRS TO #1 BOILER FEED PUMP IN THE AMOUNT NOT TO EXCEED $98,569.00 FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Director of Finance be and is hereby authorized and directed to issue an additional purchase order to Ruhrpumpen Inc. for repairs to #1 Boiler Feed Pump in the amount not to exceed $98,569.00 for the City of Coffeyville Electric Utility.

ADOPTED THIS 27th DAY OF NOVEMBER, 2019.

____
Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

Quotation/Proposal

City of Coffeyville

RuhRPumpen, Inc
Baton Rouge Service Center
11330 Industriplex Blvd.
Baton Rouge, Louisiana
Phone 225-753-6848
Fax 225-753-6850
www.ruhrpumpen.com

Date:	11/13/2019
Document::	**Repair Quote**
Our Project #:	**N/A**
Our Ref #:	**N/A**
Customer P.O. / Ref #:	**N/A**
BRSC Quote #:	**2019059**

Attn: Tony Lawson

Subject: Byron Jackson 3x4x9 DVMX / 14-Stage (S/N: 711H0402)

Service: Boiler Feed Service

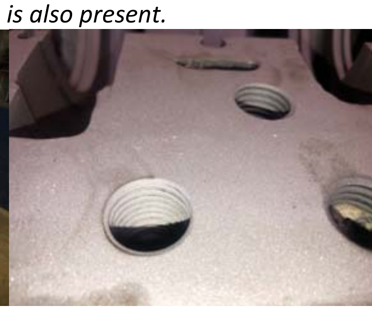
Mr. Lawson,

Thank you for the opportunity to provide our services for the evaluation/repair of your Byron Jackson 3x4x9 DVMX / 14-Stage Boiler Feed Pump.

The attached work scope and proposal is based on both visual and dimensional inspections performed on this equipment after its arrival into our Baton Rouge Service Center. For your convenience we have separated this proposal to include the following sections, I believe that you will find this format to be helpful in reviewing our proposal.

Section No. 1 Job History
Section No. 2 Detailed Labor Work Scope & Parts Requirements
Section No. 3 Commercial Terms

- ***Section No. 1 Job History***
  The Pump was received in our Baton Rouge Service Center for inspection and evaluation of repairs. Upon inspection, we found signs that the pump has run against a blocked discharge valve, commonly referred to as "deadheading". This is evident from the fact that the stationary wear parts were evenly worn 360° around the wear surfaces, while the rotating wear parts were heavily worn to one side. This is caused by the shaft "whipping" as it rotates. Also found were signs of excessive heat throughout the pump case and at the pump case gasket which is abnormally brittle and partially eroded away. This gasket erosion leads to parting flange erosion which is also present.

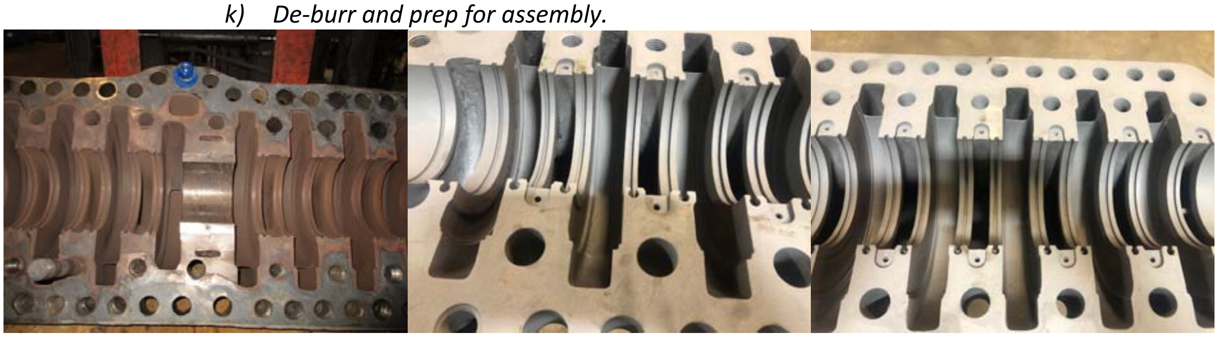




- ***<u>Section No. 2 Detailed Labor Work Scope</u>***

1. ***<u>Pump Case:</u>*** *The Pump Case leaked at the split line due to gasket and split line erosion. There is washout at the flange faces. Also, the existing dowel pin holes for the bearing housings have been reamed larger multiple times during past repairs to point that they cannot be increase any further.*

   The following steps are recommended for the pump case.

   a) *Plug weld existing dowel pin holes in bearing brackets.*
   b) *Plane both case halves to establish the proper serrated surface finish at the split line for a better seal with the case gasket. As well as create machine stock for the line bores.*
   c) *Skim Cut Feet (minimal amount).*
   d) *Mill Splitter Tab mounting surfaces to ensure no interference with the top case half.*
   e) *Machine all bores back to design specification.*
   f) *Chase grooves*
   g) *Skim cut all machined faces.*
   h) *Skim cut and serrate Suction & Discharge flanges*
   i) *Tap all threaded holes.*
   j) *Hydro-Test pump case at 1.5X operating pressure (hold time: One hour)*
   k) *De-burr and prep for assembly.*



Disposition*: Repair*

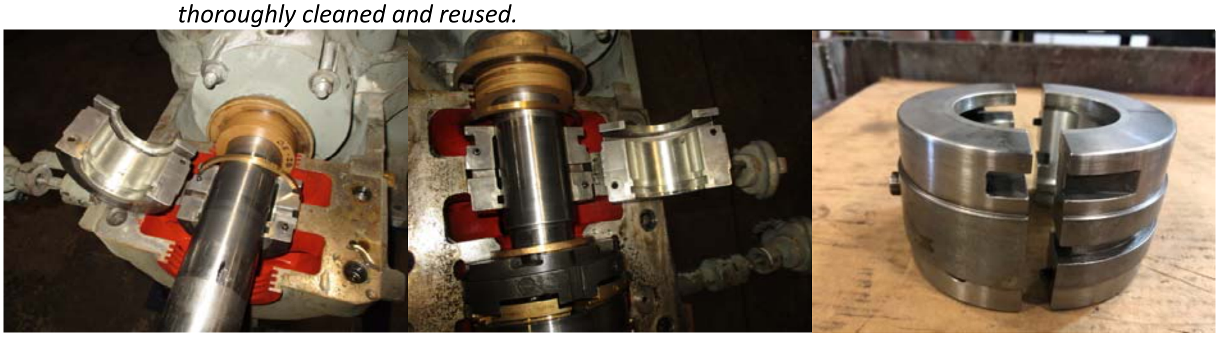
2. ***<u>Pump Shaft:</u>*** *The Pump Shaft was found to be in fair condition. We measured the total indicated runout to be within .001". This component shall be setup and polished prior to assembly.*

Disposition: *Polish*

3. **Bearing Housings (Qty 2):** *Both Bearing Housings are in fair condition. However, the existing dowel pin holes are at maximum size. These holes shall be plugged and new dowel pin holes will be drilled at assembly.*

***Disposition:** Plug existing dowel pin holes*

4. **Sleeve Bearings (Qty 2):** *Both Sleeve Bearings are in fair condition. These components shall be thoroughly cleaned and reused.*



***Disposition:** Clean and reuse*

5. **Kingsbury Thrust Assembly:** *We found minor wear on the surfaces of the (12) Thrust Pads, as well as the faces on the Thrust Disk. The (12) Thrust Pads shall be furnished new. The Thrust Disk shall have its faces ground.*

***Disposition:** Supply (12) new Thrust Pads; Grind Thrust Disk faces*

6. ***Bearing End Cover:*** *The Bearing End Cover male register fit has excessive clearance to the T.E. Bearing Housing. This component shall be pad welded and re-machined for proper fit.*



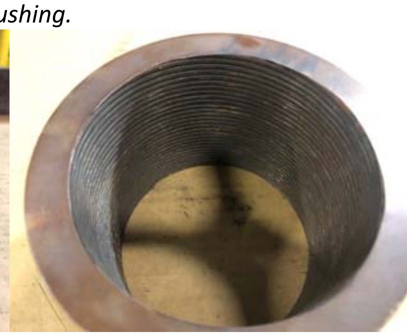
Disposition: *Pad weld and re-machine register fit*

7. ***Impellers (Qty 14):*** *The 6th Stage Impeller was found with cracks in the shroud. This Impeller shall be weld repaired, hand dressed, and sent out for post weld stress relieve.*

   The integral wear rings on all Impellers are heavily worn to one side. Some are out-of-round by as much as .031”. All Impellers shall be machined at the eyes and hubs to accept interchangeable wear rings. All (14) new Impeller Eye Wear Rings and (14) new Impeller Hub Wear Rings shall be manufactured from 410HT and installed. All Impellers shall be dynamically balanced (4W/N) individually and as a rotating assembly.


Disposition: *Weld repair #6 Impeller; Manufacture all new wear rings; Balance*

8. ***Throttle Bushing:*** *The Throttle Bushing is badly worn at the I.D. This component shall be replaced new with a 420HT bushing.*


Disposition: *Replace new*

Quotation/Proposal

9. ***Throttle Sleeve:*** *The Throttle Sleeve is badly worn to one side. The O.D. is out-of-round by .007". This component shall be replaced new with a 410HT sleeve.*

Disposition: *Replace new*

10. ***Center Stage Piece:*** *The Center Stage Piece is badly worn at the I.D. This component shall be replaced new with a 420HT split bushing.*

Disposition: *Replace new*

11. ***Case Eye Wear Rings (Qty 14):*** *All Case Eye Wear Rings are badly worn at the I.D. All (14) components shall be replaced new with 420HT wear rings.*

Disposition: *Replace new*

12. ***Hub Stage Pieces (Qty 13):*** *All Hub Stage Pieces are badly worn at the I.D. All (13) components shall be replaced new with 420HT stage pieces.*



Disposition*: Replace new*

13. ***Throat Bushings (Qty 2):*** *Both Throat Bushings are in fair condition. These components shall be thoroughly cleaned and reused.*

Disposition: *Clean and reuse*

14. ***Deflectors (Qty 3):*** *All (3) Deflectors are in fair condition. However, they show signs of wear from years of service and the bores have been polished oversize and are no longer within acceptable limits. These components shall be replaced new with bronze deflectors.*



Disposition: *Replace new*

15. ***Oil Rings (Qty 2):*** *Both Oil Rings shall be replaced new with bronze rings.*


Disposition: *Replace new*

16. ***Mechanical Seals (Qty 2):*** *The customer is to supply (2) new Mechanical Seals for assembly. The existing seals shall be sent back with the pump.*


Disposition*: Customer to supply*

17. ***Coupling Hub:*** *The Coupling Hub shall be thoroughly cleaned and reused.*



Disposition: *Clean and reuse*

Required Repair Parts

- *Thrust Pads, Kingsbury (12)*
- *Impeller Eye Wear Rings (14)*
- *Impeller Hub Wear Rings (14)*
- *Throttle Bushing (1)*
- *Throttle Sleeve (1)*
- *Center Stage Piece (1)*
- *Case Eye Wear Rings (14)*
- *Hub Stage Pieces (13)*
- *Deflectors (3)*
- *Oil Rings (2)*
- *Mechanical Seals (2) (customer to supply)*
- *Case Stud (1)*
- *Screws, Flathead (26)*
- *1/4" Pipe Plug, SS (2)*
- *1/2" Pipe Plug, SS (13)*
- *3/4" Pipe Plug, SS (2)*

- ***Section No. 3 Commercial Terms:***

Total Repair Price Standard Delivery: $135,637.00
Delivery: 6-8 weeks A.R.O.

TERMS AND CONDITIONS:
The Ruhrpumpen Global Terms and Conditions are applicable to this quotation and are included for your reference. Specific deviations mentioned in this quotation cover letter and/or any other deviations listed within our quotation may contradict these terms and if so, will overrule the Ruhrpumpen Global Terms and Conditions.

Shipping Charges: *Prepay and Add*
Terms: *Net 30*
Pricing less applicable taxes
Warranty: (12) months from start-up / (18) months from shipment

If you have any questions or need any additional information regarding this proposal please feel free to contact us at any time.

Key Contacts:

- *Ryan Dickson (BRSC Manager): 225-753-6848 office / 225-588-4663 cell*
- *Bill Maddox (End User Sales Engineer): 918-221-4378 cell*
- *Bobby Price (BRSC Repair Coordinator): 225-753-6848*

Sincerely,

Bobby Price
Baton Rouge Service Center
Repair Coordinator
RuhRPumpen, inc Phone: 225-753-6848
11330 Industriplex Blvd. Fax: 225-753-6850
Baton Rouge, La. 70809 Email: bprice@ruhrpumpen.com

GLOBAL PURCHASE TERMS AND CONDITIONS

The following terms and conditions must be accepted as an integral part of any overall quotation/agreement/contract.

1) DEFINITIONS

A) "**Equipment**" means all pumps, operational spare parts, renewal parts or any other material (including tooling) offered by Ruhrpumpen under a Quote or contract of Purchase.

B) "**Purchaser**" is the entity requesting the Equipment and/or Services via a Purchase Order.

C) "**Seller**" means the Ruhrpumpen (RP) entity and any wholly owned subsidiary or affiliate companies with the same ownership as Seller, at any location.

D) "**Services**" means work, direction of work, technical information or technical consulting/advice or other services furnished by Seller. Such services may also include, but are not limited to, installation, testing, alignment, startup, operation, repair and maintenance of Equipment.

2) QUOTES / ACCEPTANCE OF TERMS

A) The most recent quote issued by Seller shall supersede and replace all previous quotations and agreements.

B) Any quote issued by Seller shall be valid for 30 days unless otherwise stated. After 30 days, Seller reserves the right to notify Purchaser and without penalty or reserve (a) adjust the quoted price and/or delivery schedule or (b) cancel the quote.

1) Seller's quotations rely on the accuracy of Purchaser's descriptions of operating conditions. If actual conditions prove to be different than those specified in Purchaser's description and the Equipment or Service performance suffers or is not adequate as a result, Purchaser shall be responsible for the cost of all changes in the Equipment or Service required to accommodate the actual conditions. Alternatively, Seller reserves the right to cancel Purchaser's order in which case Purchaser shall reimburse Seller for documented costs, expenses incurred and performance executed prior to the date of cancellation.

C) When the Seller's quotation is accepted by Purchaser, all the terms and conditions in this document shall become a part of the contract to purchase. Any conflicting or additional terms contained in any document submitted by Purchaser shall have no effect unless agreed to, in writing, by Seller.

D) No changes in terms or conditions in any contract or agreement shall be effective without a written Change Order, agreed to and signed by both Seller and Purchaser.

E) All Purchase Orders are subject to written acceptance by Seller's supplying or manufacturing entity within the Ruhrpumpen group of companies.

3) PRICES/TERMS OF PAYMENT

A) Regardless of any delivery date in any contract or purchase order, Seller's quoted prices remain firm for twelve (12) months from the date of the order. For shipments made more than twelve months from the date of the order, the price shall be increased at the time of shipment by 1.5% for each full month or fraction thereof in excess of twelve months.

B) All given prices are EXW (per INCOTERMS 2000) Seller's facility from which the Equipment is shipped, unless otherwise agreed.

C) Seller's quoted prices do not include sales, use, excise or similar taxes.

1) The amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of Equipment or Services related to a Purchase Order shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax-exemption certificate acceptable to the taxing authorities.

D) For Purchase Orders in excess of 60,000 Euro / 80,000 USD, Purchaser shall pay Seller by bank wire transfer, within 30 days of receipt of properly prepared invoice, as follows:

Schedule	Purchase Order Amount Payable to Seller
After submission of outline drawings to Purchaser	**10%** of the total Order value
At 40% of the contractual delivery time	**30%** of the total Order value
At 60% of the contractual delivery time	**30%** of the total Order value
At notification of readiness to ship	**30%** of the total Order value

4) DELIVERY

A) Shipping dates are approximate and are based on Seller's providing facility promptly receiving all necessary information from Purchaser. Delays in furnishing complete information may result in dates of shipment being extended for a reasonable time based on conditions at Seller's plant. Failure by Purchaser to provide approvals of drawings (or similar requirements) within any contractually stated period shall automatically extend Seller's delivery date by at least a like amount of time

B) Any delay by Purchaser in making the final payment will delay the shipping date by a like period of time. Such delays will be considered excused delays and no penalties nor liquidated damages for delayed delivery will be assessed as a result.

C) Seller shall not be liable for delivery delays due to causes beyond its reasonable control or due to acts of God. These causes include acts of Purchaser, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, riots, civil or military authority, freight embargoes, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the Seller shall provide timely notice of the delay to Purchaser and the date of delivery shall be extended for a length of time equal to the period of the delay.

5) LIQUIDATED DAMAGES FOR DELAYED DELIVERY

A) In the event of Seller's unexcused, delayed delivery, Seller will pay Purchaser liquidated damages at a rate of 0.5% of the value of the as yet undelivered Equipment, per week, up to a maximum of 1% of the value of the total Purchase Order. The agreed value of these liquidated damages shall be Purchaser's sole remedy for late delivery.

B) Seller's liability for, and Purchaser's further claims for any other damages or costs relating to late delivery are hereby excluded.

6) TITLE TO GOODS

A) All goods shall remain Seller's property until all invoices have been paid.

B) In the event that Purchaser is found to be insolvent, or in the event that Seller becomes insecure per the UCC, Seller shall be entitled to withhold further performance, including delivery, without penalty, until Purchaser provides such reasonable security that in the opinion of Seller is necessary to insure payment. In the event that Purchaser does not provide such security, Seller may cancel the contract of Purchase/Purchase Order without penalty and require the return of any Equipment or goods that have been delivered.

C) Any attempt of the Purchaser to transfer or assign (including any transfer or assignment by operation of law or otherwise) any rights under the Purchase Order without the written consent of the Seller shall be void.

7) CANCELLATION CHARGE

A) The Purchaser may, at its absolute discretion and without having any reason, terminate the contract of Purchase/Purchase Order in whole or in part by giving written notice to the Seller. In the event of such termination, the Purchaser shall pay the Seller a Cancellation Charge based on the schedule below:

Schedule	Cancellation Charge Payable to Seller
After Order entry	**5%** of the total Order value
At 20% of the contractual delivery time	**25%** of the total Order value
At 40% of the contractual delivery time	**50%** of the total Order value
At 60% of the contractual delivery time	**70%** of the total Order value
At 80% of the contractual delivery time	**85%** of the total Order value
At 90% of the contractual delivery time	**95%** of the total Order value
At 100% of the contractual delivery time	**100%** of the total Order value

B) If Purchaser elects to temporarily suspend work under the contract of Purchase/Purchase Order, Purchaser shall notify Seller one week in advance of the suspension date. The required notice must be in writing and include the anticipated suspension period.

1) If the suspension period is 120 days or less, Seller shall advise Purchaser of the required price and schedule adjustment. Such adjustments shall be based on Seller's reasonable efforts to reallocate manpower, material and equipment during the suspension period.

2) If the suspension period is 121 days or more, the suspension shall be treated as a Cancellation and Purchaser shall pay Cancellation Charges.

C) If the Seller finds that the financial condition of the Purchaser does not justify continuance of the Purchase Order, Seller may require full or partial payment in advance or shall receive reimbursement per the schedule for Cancellation Charges.

D) In the event of bankruptcy or insolvency of Purchaser or in the event any such proceedings are voluntarily or involuntarily brought against the Purchaser, Seller shall be entitled to cancel the Purchase Order at any time during the period allowed for filing claims against the estate and shall be entitled to receive reimbursement per the schedule for Cancellation Charges.

8) WARRANTY

A) Seller warrants that the Equipment will be free of defects in material, workmanship and title. The warranty period shall be twelve (12) months from date of installation or eighteen (18) months from the date the Equipment ships from Seller's factory where the final assembly and testing of the Equipment is performed, whichever comes first.

B) This warranty for Equipment is conditioned upon the Equipment being received, unloaded, stored, handled, installed and tested in a proper manner.

C) If any portion of the Equipment or Services fails to conform to the warranty during the warranty period, Seller shall be responsible for the repair or replacement of, and for the transport of repaired or replacement goods (or parts). At no time shall Seller be responsible for any of Purchaser's related costs or damages, including, but not limited to, the costs of removal, disassembly or reassembly of the products provided by Purchaser or of any other goods or equipment at Purchaser's site and shall not be responsible for the costs of any lifting or moving of any goods at Purchaser's site during the warranty period or at any other time.

The duties, liabilities and obligations of Seller do not extend to any repairs, adjustments, alterations, replacements or maintenance which may be required as a result of normal wear and tear in the operation of the goods, or erosion or corrosion, or normal degradation in the performance of the goods, or as a result of Purchaser's failure to operate or maintain the goods in accordance with Seller's recommendations or Seller's manuals and instructions or the failure to operate the goods within the operating specifications (including, but not limited to, type and identity of fluid, temperature, and pressure) provided to Seller in the Purchase Order, or by reason of any cause outside the scope of Seller.

Where any Equipment has been repaired or replaced, the warranty period shall restart on any repair and/or replacement as if they were brand new goods (maximum 12 months after restart). Where there has been inspection, removal, transport, dismantling and/or disassembly, re-installation and re-testing of the goods, the warranty period shall be extended by any period(s) equal to the period(s) during which the Goods have been out of operation or their putting into operation has been delayed as a result of a defect to which this warranty applies.

SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OR TERM EXTENSION OF ANY KIND WHATSOEVER, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED AND NO OTHER WARRANTIES (INCLUDING WARRANTIES FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF CUSTOM AND USAGE) SHALL APPLY."

D) Seller reserves the right to withhold all warranty remedies for Equipment and Services until all payments have been made in accordance with the contract terms of payment.

9) LIMITATIONS OF LIABILITY

A) In no event, whether based on contract, tort (including negligence), strict liability, or any loss or damage arising out of, connected with, or resulting from the performance or breach of the Purchase Order, whether arising before or after completion of Seller's obligation under the Purchase Order, shall Seller be liable to Purchaser for losses or damages caused by reason of loss of use, revenue or profits or cost of capital or special, incidental, consequential or penal damages of any nature and Purchaser shall indemnify Seller against such claims by any third party.

B) In all cases where Purchaser's claim, whether based upon contract, tort (including negligence), strict liability or otherwise, involves nonconforming Equipment or Services or damage resulting there from, Purchaser's exclusive remedies and Seller's sole liabilities shall be those specifically provided by Seller's warranty. Any claims by Purchaser must be submitted to Seller in writing during the warranty period.

C) Seller's total liability to Purchaser for all claims of any kind, whether based on contract, tort (including negligence), strict liability, or any loss or damage arising out of, connected with, or resulting from the performance or breach of the Purchase Order shall in no event exceed one times (1x) the total price of the Equipment and/or Services associated with the claim. The Seller's total liability associated with the claim shall be further reduced by any (1) damages paid to Purchaser by Seller, (2) costs incurred and settlement made by Seller under "Section 8, Warranty" and (3) refund of the price for the Equipment or Services in the event of a rescission.

D) The statute of limitations for purposes of bringing any actions under the contract of Purchase shall be one (1) year from the date the cause of action accrued.

10) INTELLECTUAL PROPERTY

A) All documentation belonging to Seller's offer, including drawings, sketches, weights, dimensions and pricing, are preliminary and are not binding until marked as binding by Seller.

B) Seller reserves full ownership and copyrights for all information, drawings and other documentation sent with any correspondence, offer or agreement.

C) Drawings, plans, illustrations, manuals and specifications shall only be required to be furnished as specifically identified and required in writing in the Purchase Order. It is specifically understood and agreed that Seller's obligation to provide any drawings or calculations pursuant to a Purchase Order will mean only outline and general configuration drawings as needed for system design and installation, unless the requirement for supply of a particular drawing is agreed and specified in a Purchase Order. Further, it is expressly agreed that no detailed engineering, manufacturing or assembly drawings of any equipment designed manufactured and or supplied pursuant to this contract, and no design, manufacturing or assembly calculations or software or processes that are created or revised pursuant to Seller's performance of this order, will become the property of, or ever be required to be delivered to Purchaser or any subsequent titleholder, and if any or same are ever submitted or transmitted by Seller, they shall be immediately returned by Purchaser or subsequent titleholder without duplication or other inspection.

D) Seller hereby grants Purchaser the royalty free right and license to import, use and sell the Equipment purchased.

11) SUBCONTRACTORS & AFFILIATES

A) Seller may assign or subcontract portions of the Equipment under the Purchase Order to any parent, subsidiary or wholly owned affiliate companies of the Seller, at any location, without the necessity of permission or consent.

12) SEVERABILITY

A) If any provision, phrase or clause within the contract of Purchase is deemed to be void, invalid or inoperative for any reason, that provision, phrase or clause shall be deemed modified to the extent necessary to make it valid and operative. If such provision, phrase or clause cannot be so modified, it shall be deemed severed from the contract of Purchase and the remaining provisions, phrases and clauses shall remain in full force and effect as if the agreement had been signed with the void, invalid or inoperative portions so modified or eliminated.

13) ARBITRATION

A) All disputes, controversies or differences which may arise between the Seller and Purchaser, out of or in relation to or in connection with the contract of Purchase or Purchase Order, shall be finally settled by binding arbitration. If the Seller is RP Inc., based in Tulsa, Oklahoma, USA, the arbitration will be held in Tulsa, Oklahoma. If the Seller is RP GmbH, based in Witten, Germany, the site of the arbitration will be in Dortmund, Germany. In either location, the arbitration proceedings shall be conducted in English and in accordance with the commercial Arbitration Rules of the International Chamber of Commerce ("ICC").

B) The arbitration shall be conducted by a panel of three (3) arbitrators, with one (1) arbitrator being selected by the Purchaser, one (1) arbitrator being selected by the Seller and the third being selected by the other two arbitrators. Responsibility for payment of the costs of arbitration, excepting counsel fees, shall be included in the arbitration award.

C) Neither Seller nor Purchaser shall take any action nor steps which will hinder, delay or otherwise interfere with the commencement of, or proceedings in arbitration.

14) GOVERNING LAW

A) The applicable laws concerning the contract of Purchase shall be determined as follows:

1) If Seller's point of EX-Works (per INCOTERMS 2000) and Purchaser's installation location are in the same country, the laws of that country shall apply.
2) If Seller's point of Ex-Works (per INCOTERMS 2000) and Purchaser's installation location are in different countries, the laws of England shall apply.

15) ENTIRE AGREEMENT

A) The contract of Purchase, consisting of these global purchase terms and conditions, Seller's quotation and Purchaser's Order, if accepted in writing by Seller, constitutes the entire agreement between Purchaser and Seller. All other provisions and collateral agreements (including letters of intent or Purchase Orders or Terms and Conditions issued by Purchaser), representations, warranties and promises are superseded by the contract of Purchase.

B) Any understanding, promise, representation, warranty or condition not incorporated into the contract of Purchase shall not be binding on either party.

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	November 27, 2019	
RESOLUTION OR ORDINANCE NUMBER	R-19-70	
AGENDA TITLE	**Substation Improvements – SCADA Upgrades** **B-Substation ~ Power Plant Substation ~ South Industrial Park Substation**	
REQUESTING DEPARTMENT	Electric	
PRESENTER	Mike Shook	
FISCAL INFORMATION	Cost as recommended:	$44,331.08
	Budget Line Item:	810-5-020-863
	Balance Available	
	New Appropriation Required:	[X] Yes [ ] No
PURPOSE	**Receive authorization for the issuance of a purchase order to Siemens Industry Inc. for SCADA System upgrades.**	

BACKGROUND	The City of Coffeyville Electric Utility installed Supervisory Control and Data Acquisition (SCADA) originally in the mid-1990's. Since that time, the Utility has upgraded the master servers and operating systems on two occasions, but have not upgraded the station masters and remote terminal units (RTU) located at the individual substations. We have experienced failures with at least two of the station masters or RTU's, including once at Substation B, our main substation. Siemens, the manufacturer of this equipment and technology, no longer offers support for these units, making any repairs or finding replacement parts difficult or impossible.
SPECIAL NOTES	
ANALYSIS	Staff has reached out to Siemens, receiving a quote to replace the outdated units in our Substation B, Power Plant Sub, and South Industrial Park Substations. The attached quote includes the equipment and on-site installation and training on the new equipment.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is recommending the approval to issue a purchase order to Siemens Industry Inc. for the replacement and upgrades to the SCADA system for the Electric Utility.
REFERENCE DOCUMENTS ATTACHED	Siemens Industry Inc. Quote

RESOLUTION NO. R-19-70

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO SIEMENS INDUSTRY INC. FOR UPGRADES TO THE SCADA SYSTEM IN THE AMOUNT OF $44,331.08 FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Director of Finance be and is hereby authorized and directed to issue a purchase order to Siemens Industry Inc. for upgrades to the SCADA system in the amount of $44,331.08 for the City of Coffeyville Electric Utility.

ADOPTED THIS 26th DAY OF NOVEMBER, 2019.

____
Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

SIEMENS

Quotation

To: Coffeyville Municipal Light & Power
605 Santa Fe
Coffeyville, KS. 67337

Attn: Pete Olsen
Tel: (620) 870-2810
Email: polsen@coffeyville.com

Sales Contact Dan Murray, Siemens Industry, Inc.
Tel: (408) 687-9134
Email: dan.murray@siemens.com

Tech Contact: Dan Murray, Siemens Industry, Inc.
Tel: (408) 687-9134
Email: dan.murray@siemens.com

Reference: RTU Parts & Service
Quotation No: R19-0381-DM-1
Date: November 18, 2019
Valid For: 60 Days

Delivery: 60 days, ARO
Payment Terms: 30 Days Net

F.O.B: Destination, pre-paid and allow

List of Deliverables

Item	Description	Unit Price	Qty	Ext. Price
1.	P3R1016927001 StationManager2, 120VAC/125VDC (Panel-mount)	$3,680	5	$18,400
2.	P3R1014288000 CMP Cable, Null Modem, DB9M-DB9F, 5ft, SM to PC	$70	1	$70
3.	P3R1100001089 Telenetics 202T, MIU 202T	$910	2	$1,820
4.	P3R1100001059 Wall Mount Hardware for Telenetics Modem	$155	2	$310
5.	P3R1015993001 Cable, EIA Standard, DE9M/DB9M (SM to Telenetics modem)	$65	2	$130
6.	Engineering Services and RTU Training (7 days on-site) as follows: ▪ 2 days for RTU training including CMP10 programming ▪ 1 day for on-site for Substation B ▪ 1 day for on-site for Power Plant Sub ▪ 1 day for on-site for South Industrial Park Sub ▪ 1-2 days for updating the way data is sent to two suppliers ▪ Work includes red-lining of existing drawings	$19,755	1 lot	$19,755

SIEMENS

NOTES:

1. This quotation is subject to Siemens standard terms and conditions (attached).
2. Prices do not include any State, Local Sales and/or Use Tax.
3. Siemens will make every effort to meet your delivery requirements.
4. Siemens will provide only the items listed in the **List of Deliverables.**
5. **Ordering Information:** Email orders to:

Siemens Industry, Inc.
Attention: Dan Murray
7000 Siemens Road
Wendell, NC 27591
Email: dan.murray@siemens.com
Phone: (408) 687-9134

Confidential Information

STANDARD TERMS AND CONDITIONS OF SALE FOR SIEMENS JOINT PRODUCT AND SERVICES OFFERING

1. APPLICABLE TERMS. This Agreement governs the sale and performance of equipment, components, parts and materials ("Products") and services provided by Siemens ("Services"). Collectively this Agreement may refer to the joint offering as "Siemens Products and Services"). The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order. If neither (i) nor (ii) apply, then Siemens' standard rates for Services shall be those in effect at the time Siemens renders the services and Siemens' rates for Products shall be those in effect at the time of shipment.

(a) Payment – Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval – All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing and/or shipment of Product and performance of Services, require cash payments or advance payments, or require other satisfactory financial security before manufacturing and/or shipment of Product and performance of Services.

(c) Taxes – Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties or other government charges related to the Siemens Products and Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments – Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice – If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right – Siemens may suspend Services and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

(g) Installment Shipment of Product – Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(h) Shipping, Packing and Handling of Product – Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

3. **RISK OF LOSS AND SCHEDULE OF SERVICES.** Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4. DELIVERY; TITLE; RISK OF LOSS OF PRODUCTS. Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.

5. TRANSPORTATION AND STORAGE OF PRODUCTS. (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. CANCELLATION. Buyer may cancel this Agreement at any time on thirty (30) days written notice. Buyer shall have no right to defer shipment of Product. Except for Siemens right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without limitation: (i) the full price for any completed Siemens Products and Services; (ii) the allocable portion of the price as determined by Siemens for any partially completed Siemens Product and Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

7. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs of Service incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement pursuant to Article 4. Failure to pay shall not constitute a force majeure delay.

8. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment and Products, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Siemens Products and Services.

9. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or other property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

10. WARRANTIES.

(a) *Warranties*. Siemens warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in material and workmanship; (iii) each Product materially conforms to Siemens specifications that are attached to, or expressly incorporated into this Agreement; and (iv) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (the "**Warranties**"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) *Remedies*. If the Services or Product fail to meet the warranty standards set forth in Article 10(a) within the applicable Warranty period defined in Article 10(c), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty period, Siemens shall at its own expense as Buyer's sole and exclusive remedies for breach of the Warranties: (i) for Services, re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Siemens' discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to the remainder of the original Warranty period.

Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 10(d) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(c) *Warranty Period*. Buyer must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

(d) *Conditions to the Warranties*. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services; (iv) Buyer discontinuing use of the Product and Equipment after it has, or should have had knowledge of any defect in the Product or Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services; (vi) Buyer providing prompt written notice of any warranty claims within the Warranty Period; (vii) at Siemens' discretion, Buyer either removing and shipping Product or Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to Products or Equipment to assess the warranty claims; (viii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(e) *Exclusions from Warranty Coverage*. The Warranties do not apply to (i) any product not supplied by Siemens; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such products, Third Party Parts, Equipment, services or any related assignment of warranties. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(f) *Transferability.* The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 10 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AS TO SIEMENS PRODUCTS AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 11 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 11 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT

WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 11 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SIEMENS PRODUCTS AND SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 10, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

12. PATENT AND COPYRIGHT INFRINGEMENT.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Siemens Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Siemens Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Siemens will have no duty or obligation under this Article 12 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 12.

THIS ARTICLE 12 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

13. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Siemens Products and Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Siemens Products and Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Siemens Products and Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Siemens Products and Services performed or installed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Siemens Products and Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Siemens Products and Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Siemens Products and Services have been performed.

14. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

15. CHANGES IN SIEMENS PRODUCTS AND SERVICES. No change will be made to the scope of Siemens Products and Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

16. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

17. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

18. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

19. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or

Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

20. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

21. EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products and information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

22. NUCLEAR. In the event the Siemens Products and Services provided under the Agreement are to be used in or performed at or are connected with in any manner a nuclear installation, the following conditions shall apply:

(a) Buyer's Insurance:

(i) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(ii) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

(b) Waivers by Buyer: neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

(c) Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

(d) Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

23. SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity", "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

24. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment and/or Product on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

25. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

26. ASBESTOS. The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(a) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(b) Prior to Siemens' commencement of Services at any Site:

(i) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(ii) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 26. Without limiting its other rights and remedies, Siemens: (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 26, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(c) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(d) Siemens makes no representation that it is licensed to abate ACM.

(e) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 26.

27. THIRD PARTY PARTS. Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

28. PRODUCT RETURNS. Prior to the return of any Product, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

	CITY OF COFFEYVILLE **BOARD OF COMMISSIONERS AGENDA ITEM**
MEETING DATE	11/26/2019
RESOLUTION OR ORDINANCE NUMBER	R-19-71
AGENDA TITLE	Authorize agreement with Olsson for engineering services on the Highland Road Reconstruction Project.
REQUESTING DEPARTMENT	Engineering
PRESENTER	Thomas Osborn, Superintendent of Engineering
FISCAL INFORMATION	Cost as recommended: NTE $177,200.00 Budget Line Item: Balance Available New Appropriation Required:
PURPOSE	To authorize an agreement with Olsson for engineering services on the Highland Road Reconstruction Project for Design and Construction Engineering
BACKGROUND	The citizens of Coffeyville passed a sales tax that is dedicated to street repair and improvements. Staff along with the commission have further broken the dollars down to roughly 30% reconstruction and 70% preservation. This project would fall under the 30% reconstruction. Over the years traffic has caused deterioration of Highland road from 1st street south to Fairway/Norwood especially where the asphalt street meets with the curb and gutter. This has further been impacted by heavy trash trucks picking up residential trash. The asphalt has shoved and rutted creating a safety concern when entering and leaving drives. In a review of the area it was also noted that a large portion of the curb and guttering has alkali-silica reaction occurring. This reaction caused the concrete to swell and fall apart. The plan for this project will greatly resemble what we did with Wilshire in 2016 and involves base repair, a new driving surface, new curb and guttering, new drive approaches, and a sidewalk on one side of the street.

SPECIAL NOTES	Design and construction document phase 86,700.00 Construction Inspection phase 90,500 based on estimate of 90 day construction period.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends the Mayor and City Clerk be authorized to enter into an agreement with Olsson for engineering services on the Highland Road Reconstruction Project in the not-to-exceed amount of $177,200.00.
REFERENCE DOCUMENTS ATTACHED	Res- Olsson- highland road reconstruction.doc; 2019-11-11_Letter Agreement_Coffeyville-Highland Road.pdf

RESOLUTION NO. R-19-71

A RESOLUTION TO AUTHORIZE AN AGREEMENT FOR ENGINEERING SERVICES WITH OLSSON, FOR THE ENGINEERING DESIGN/INSPECTION OF THE HIGHLAND ROAD RECONSTRUCTION PROJECT.

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 and authorize an agreement for engineering services with Olsson for the engineering design/inspection of the Highland Road Reconstruction Project in the not-to-exceed amount of $177,200.

ADOPTED THIS 26TH DAY OF NOVEMBER 2019.

____
Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

November 11, 2019

City of Coffeyville, Kansas
Attn: Thomas Osborn, Superintendent of Engineering
102 W 7th
P.O. Box 1629
Coffeyville, KS 67337

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Highland Road Reconstruction (the "Project")
from 1st Street to Fairway Street in Coffeyville, Kansas

Dear Mr. Osborn:

It is our understanding that the City of Coffeyville, Kansas ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: November 27, 2019
Anticipated Completion Date: November 30, 2020

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and may be adjusted in consultation with Client, for reasons beyond Olsson's reasonable control, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For Phase 100, Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Three Thousand Eight Hundred Dollars ($3,800.00). Olsson's reimbursable expenses for Phase 100 are included in the lump sum.

For Phases 200, 300, 400, 500, and 600, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s) and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement.

For Phases 200, 300, 400, 500, and 600, Olsson's Scope of Services will be provided on a time and expense basis not to exceed the limits shown on the Fee Summary of Page 1 of the Scope of Services, attached to this agreement. Olsson maintains the right to shift fee between phases and tasks as necessary.

Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Thomas Osborn, Superintendent of Engineering.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 60 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Clayton Cristy ______________________ By Brian Coomes ______________________

Clayton Cristy, P.E.
Vice President

Brian Coomes, P.E.
Project Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF COFFEYVILLE, KANSAS

By ______________________________
Signature

Print Name ______________________________

Title ______________________________ Dated ______________________________

Attachments
Scope of Services
Standard Labor Rate Schedule
Reimbursable Expense Schedule
Resident Project Representative Duties
Survey Exhibit A
General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated November 11, 2019 between the City of Coffeyville, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Highland Road

Project Description: Highland Road Reconstruction
from 1st Street to Fairway Street in Coffeyville, Kansas

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Fee Summary:

Phase 100	Geotechnical Exploration	Lump Sum	$3,800
Phase 200	Topographic Survey	Hourly (Not-to-Exceed)	$11,500
Phase 300	Roadway Design	Hourly (Not-to-Exceed)	$59,000
Phase 400	Bid Phase Services	Hourly (Not-to-Exceed)	$5,000
Phase 500	Construction Administration	Hourly (Not-to-Exceed)	$7,400
Phase 600	Construction Observation	Hourly (Not-to-Exceed)	$90,500

**Olsson maintains the right to shift fee between phases and tasks listed above.*

Phase 100 – Geotechnical Exploration

- **Field Exploration**
  - We will arrange to have public utilities located through the Kansas One-Call system.
  - We propose to drill a total of 4 borings along the proposed roadway. Each boring will be drilled to a depth of up to 5 feet below the existing ground surface or to practical auger refusal, whichever occurs first.
  - We propose to use hand-operated equipment to obtain pavement core samples at each of the boring locations to help evaluate the pavement thicknesses and composition. In addition, one soil sample will be obtained at each boring location using thin walled tubes or hand auger cuttings.
  - We will document the thickness of the existing pavement section at each boring location, as well as the thickness of any sub-base material.
  - We will obtain water level readings in each boring during drilling and immediately upon completion of drilling operations. Upon completion, the borings will be backfilled and the pavement patched with an asphaltic concrete cold mix or a grout.
  - We propose to perform a visual pavement condition survey to help in identifying the areas of pavement distress.
- **Laboratory Services**
  - At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on selected thin-walled tube samples. Moisture content tests will be performed on all samples.
  - Atterberg limits tests will also be performed on selected samples of typical

subsurface conditions encountered along this roadway.

- **Evaluation and Geotechnical Report**
  - Upon completion of the laboratory testing services, we will prepare a geotechnical engineering report.
  - The report will provide typed boring logs and the results of the laboratory testing program. The report will also provide geotechnical recommendations regarding:
    - The type and severity of pavement distresses including representative pictures.
    - Mill and overlay options for the existing pavement section.
    - If mill and overlay is not feasible, based on the findings from the borings and engineer site visit, new pavement section thicknesses will be provided.
    - As applicable, pavement subgrade recommendations.

Phase 200 – Topographic Survey

- Olsson will collect Topographic Survey data for Highland Road and road intersections as outlined on the attached Exhibit A, all in the City of Coffeyville, Montgomery County, Kansas. The Topographic Survey data will be collected at 25' intervals and 20' beyond the existing back of curb on both sides of Highland Road. The Topographic Survey data shall depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Kansas One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Kansas State Plane Coordinate System NAD 83–South Zone-US Survey foot.
- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Phase 300 – Roadway Design

- **Overall Project Management**
  - Olsson will furnish a project manager to serve as the point of contact to the Client, maintain the project schedule and budget, and be responsible for coordination between City staff and the design team. The PM will furnish progress reports in conjunction with invoices and produce meeting minutes.
  - Upon receiving a notice to proceed, Olsson will schedule and facilitate a project initiation meeting.
  - Olsson will schedule and attend review meetings with the City to refine the design and incorporate City staff's comments. The scope assumes 3 City review meetings.
- **Field Evaluation**
  - Olsson technical staff will perform a site visit, in conjunction with City Staff, to evaluate and delineate areas of the roadway requiring full-depth pavement patching versus mill & overlay improvements.
- **Conceptual Design (30%)**
  - Using the survey information, conceptual construction plans will be developed based on City design standards. This phase of design includes preliminary establishment of the roadway geometry, typical section, and establishing 3 conceptual options for the intersection of Highland and Fairway. Preliminary

evaluation will be performed of the storm sewer inlets. The plans will be developed to a sufficient level of detail to gain feedback from City staff and establish the project budget. A preliminary opinion of probable construction cost (OPCC) will be developed to accompany the plans.

- **Final Design (90%)**
  - This task will be to prepare the design plans and project manual/specifications to a 90% completion level. The plans will include typical sections, roadway plans, driveway layouts, pavement patching details, pavement marking plans, traffic control plans, quantities, and other special grading or considerations as required. The plans will be used for utility coordination. A project manual and technical specifications will be prepared for review. An OPCC will be provided showing quantity breakouts.
- **PS&E Submittal**
  - This task will be to incorporate any final City review comments from the previous task and submit the Final Plans & Project Manual, sealed by an Engineer licensed to practice in the State of Kansas, for bidding purposes.
- **Quality Control/Quality Assurance**
  - Olsson will perform in-house quality control reviews of design plans prior to each formal submittal, in accordance with Olsson's Firmwide Quality Management Plan.

Phase 400 – Bid Phase Services

- **Prepare Notice to Bidders and Issue Documents**
  - Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.
  - Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.
- **Schedule and Attend a Pre-Bid Conference**
- **Review and Evaluate Bids**
  - Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.
- **Conform Documents**
  - Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

Phase 500 – Construction Administration

Olsson shall perform the following construction administration services:

- Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
- Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
- Review contractor pay applications.
- Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

Phase 600 – Construction Observation

- **Observation**
  - Olsson will furnish a field services representative to provide full-time construction observation of the project. Olsson's scope of services assumes that the full-time construction observation will require 90 working days. If Contractor's schedule exceeds 90 working days, Olsson's scope & fee will require amendment for the additional time. Olsson's construction observer will operate in accordance with the authority described in 'EJCDC Exhibit B' regarding the Resident Project Representative, attached to this agreement.
- **Testing**
  - Olsson will provide construction materials testing to verify soils, concrete, and asphalt mix design as furnished in the field. Olsson's scope assumes the following:
    - (50) Concrete Tests with (4) cylinders per test, totaling (200) cylinders
    - (2) Soil Proctors
    - (2) Atterberg's Limits Test
    - (1) Base Proctor
    - (4) Asphalt Mix Design Verification Tests
      - A mix design verification test set will consist of the following tests: Theoretical Maximum Specific Gravity, Asphalt Content by Ignition Oven, Sieve Analysis of Extracted Aggregates, Prep and density of Superpave Gyratory Compaction Specimens.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

ASSUMPTIONS

- Plans will be submitted via PDF and produced utilizing AutoCAD Civil 3D.
- Plans will be developed utilizing standard KDOT specifications and bid items.

- Water, Sewer, and Electric Relocations will be coordinated and implemented by the City. Design of city-owned utility systems shall be considered an additional service.
- Right-of-Way acquisitions will not be required as part of this project.

EXCLUSIONS

- Payment of permitting fees.
- Payment of fees associated with publications of official bid notices.
- Preparation of Easement Descriptions/Exhibits.
- Negotiations/Meetings with Property Owners.
- Waterline, Sanitary Sewer, and Electric Distribution design.
- Private utility design.
- Traffic studies.
- Environmental investigations.
- As-Built survey or plans.
- Any services not specifically detailed in the Scope of Services.

OLSSON BILLING RATE SCHEDULE

2019 LABOR RATES

Description	Range
Principal…………………………….	109 - 381
Project Manager…………………..	103 - 189
Project Professional………………	94 - 168
Assistant Professional……………	47 - 143
Designer……………………………	84 - 178
CAD Operator……………………..	32 - 116
Survey…………………………….	43 - 171
Construction Services…………….	40 - 189
Administrative/Clerical…………….	29 - 130

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.58/mile*
Suburban’s and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

EXHIBIT B

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
    a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
    a. Record date of receipt of Shop Drawings and samples.
    b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
    c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

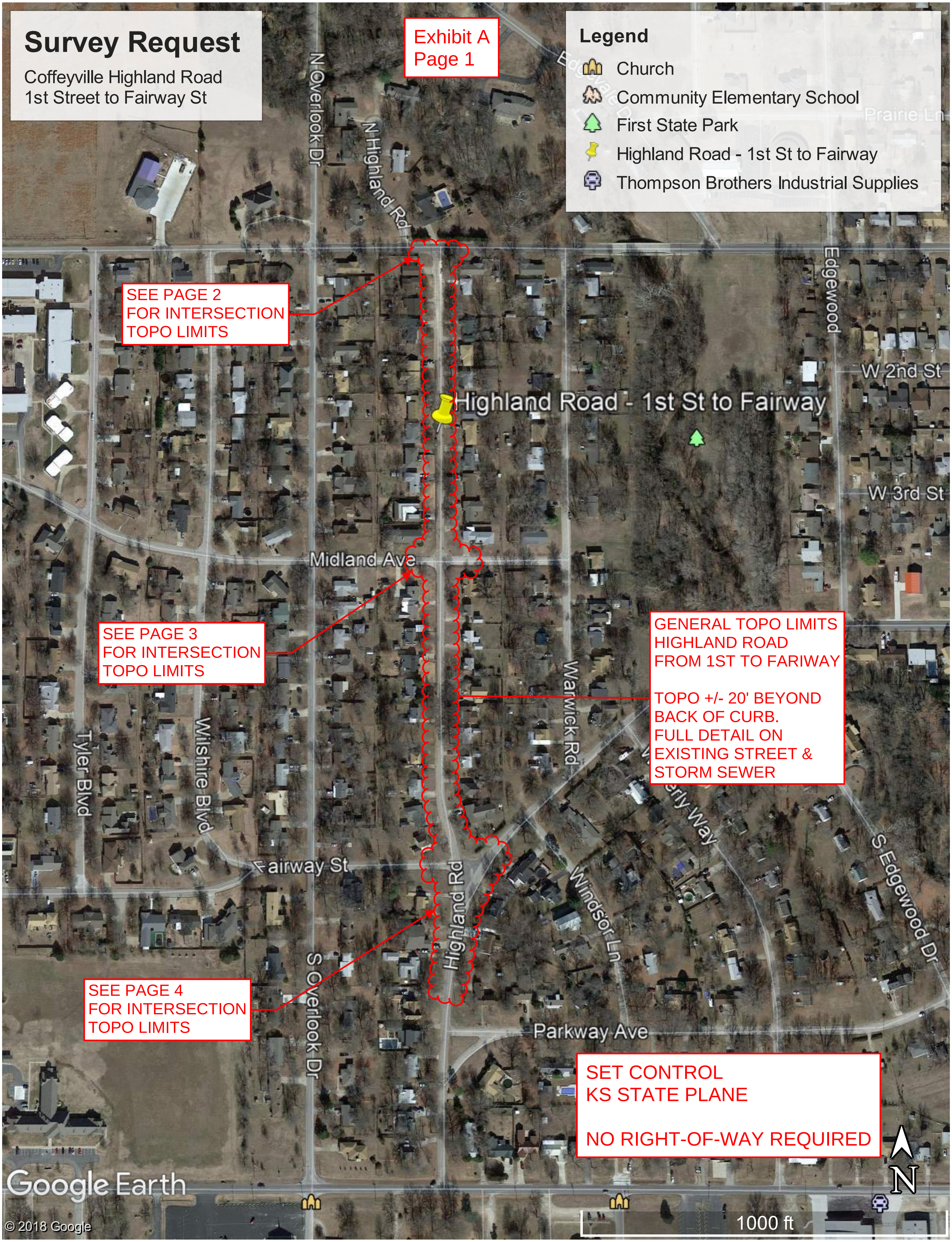
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
   c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
   a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
   b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
   a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
   b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
   d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

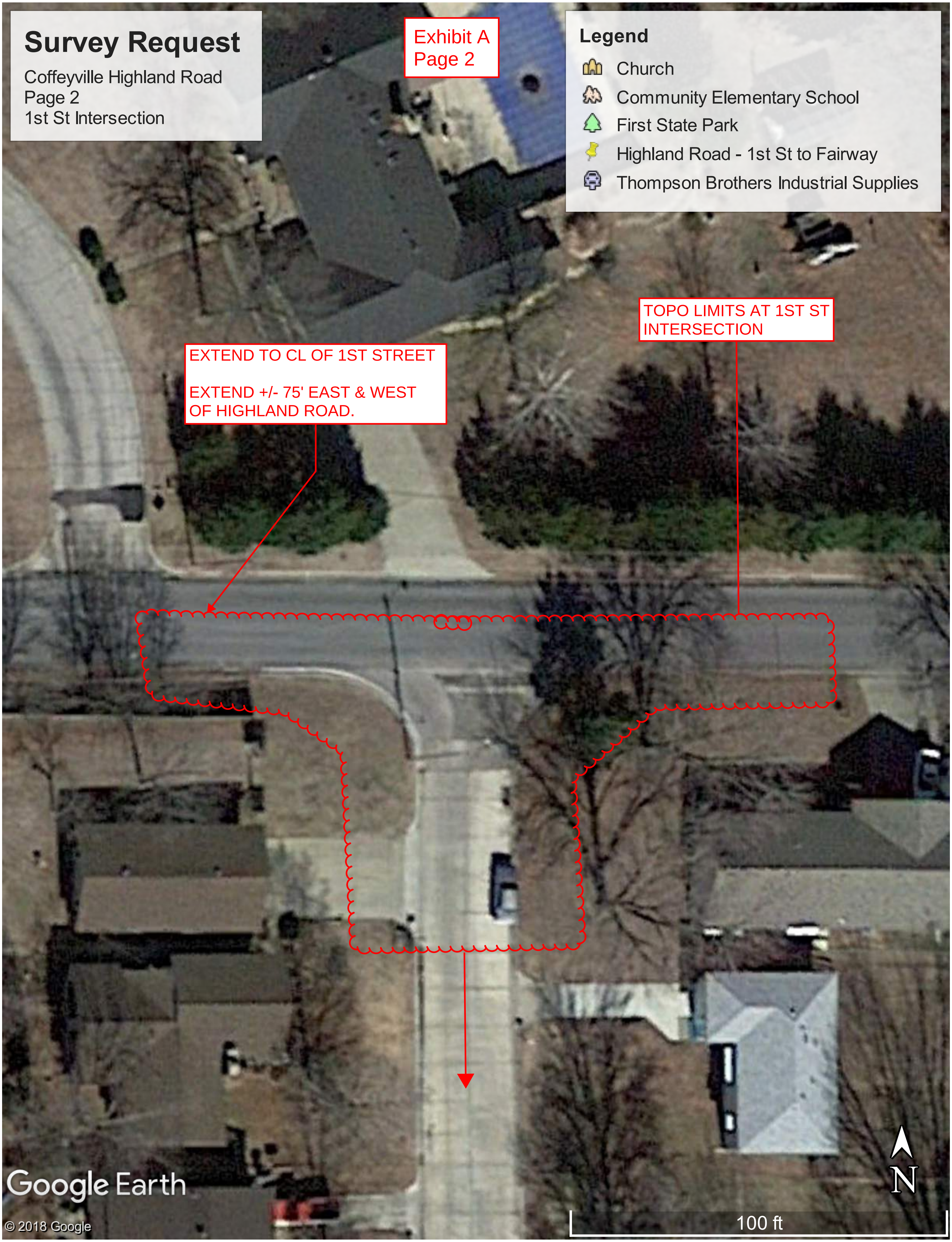
C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.



Survey Request
Coffeyville Highland Road
1st Street to Fairway St
Exhibit A
Page 1
Legend
Church
Community Elementary School
First State Park
Highland Road - 1st St to Fairway
Thompson Brothers Industrial Supplies
N Overlook Dr
N Highland Rd
Edgewood
Prairie Ln
W 2nd St
W 3rd St
Highland Road - 1st St to Fairway
SEE PAGE 2
FOR INTERSECTION
TOPO LIMITS
Midland Ave
SEE PAGE 3
FOR INTERSECTION
TOPO LIMITS
GENERAL TOPO LIMITS
HIGHLAND ROAD
FROM 1ST TO FARIWAY
TOPO +/- 20' BEYOND
BACK OF CURB.
FULL DETAIL ON
EXISTING STREET &
STORM SEWER
Warwick Rd
Tyler Blvd
Wilshire Blvd
Fairway St
Highland Rd
Windsor Ln
S Edgewood Dr
S Overlook Dr
SEE PAGE 4
FOR INTERSECTION
TOPO LIMITS
Parkway Ave
SET CONTROL
KS STATE PLANE
NO RIGHT-OF-WAY REQUIRED
N
Google Earth
© 2018 Google
1000 ft



Survey Request
Coffeyville Highland Road
Page 2
1st St Intersection
Exhibit A
Page 2
Legend
Church
Community Elementary School
First State Park
Highland Road - 1st St to Fairway
Thompson Brothers Industrial Supplies
TOPO LIMITS AT 1ST ST INTERSECTION
EXTEND TO CL OF 1ST STREET
EXTEND +/- 75' EAST & WEST OF HIGHLAND ROAD.
Google Earth
© 2018 Google
100 ft
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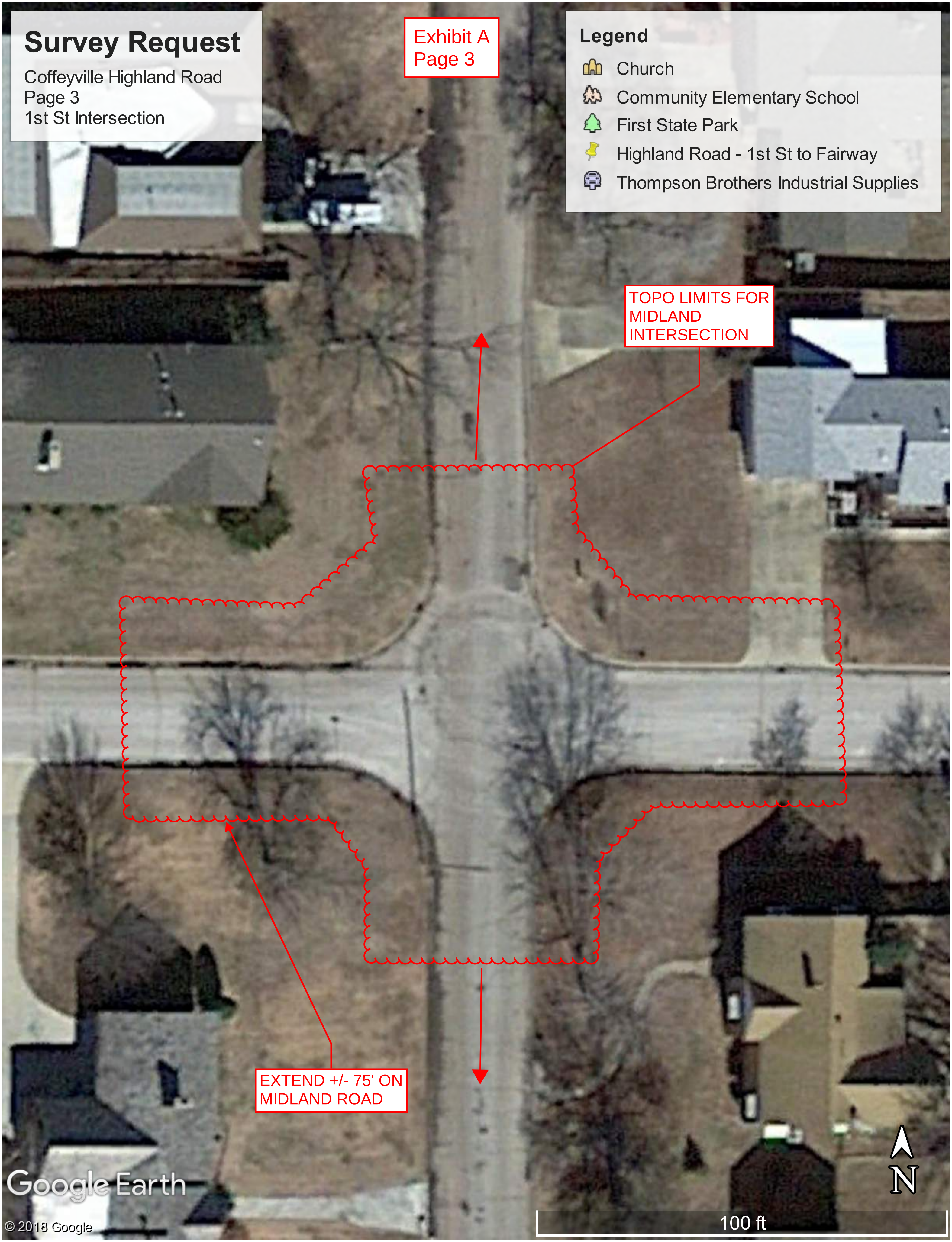

Survey Request
Coffeyville Highland Road
Page 3
1st St Intersection
Exhibit A
Page 3
Legend
Church
Community Elementary School
First State Park
Highland Road - 1st St to Fairway
Thompson Brothers Industrial Supplies
TOPO LIMITS FOR
MIDLAND
INTERSECTION
EXTEND +/- 75' ON
MIDLAND ROAD
Google Earth
© 2018 Google
100 ft
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Survey Request
Coffeyville Highland Road
Page 4
1st St Intersection
Exhibit A
Page 4
Legend
Church
Community Elementary School
First State Park
Highland Road - 1st St to Fairway
Thompson Brothers Industrial Supplies
Highland Rd
TOPO LIMITS AT HIGHLAND AND FAIRWAY
Google Earth
© 2018 Google
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100 ft

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated Nov. 11 , 2019 between City of Coffeyville, Kansas ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

<u>SECTION 7—MISCELLANEOUS</u>

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than

Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Kansas. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in the District Court of Montgomery County, Kansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's insurance coverage provided under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

General Provisions updated 11/07/2019.

Item # I-5

Coffeyville KANSAS Our History Fuels Our Future	**CITY OF COFFEYVILLE** **BOARD OF COMMISSIONERS AGENDA ITEM**
MEETING DATE	11/26/19
RESOLUTION OR ORDINANCE NUMBER	R-19-72
AGENDA TITLE	Approve Supplemental request from KDOT for third party engineering services on the Safe Routes to School project (SRTS).
REQUESTING DEPARTMENT	Engineering
PRESENTER	Thomas Osborn – Superintendent of Engineering
FISCAL INFORMATION	**Cost as recommended:** 15,946.69 80/20 KDOT/City **Budget Line Item:** N/A **Balance Available** N/A **New Appropriation Required:** [x] Yes [] No
PURPOSE	Approve supplemental request from KDOT for additional construction engineering services on the SRTS project.
BACKGROUND	KDOT and the City of Coffeyville entered into an agreement with BG Consultants for construction engineering services for the SRTS project. During construction of the project there it was found the a large number of trees were not going to survive due to damage to the root system and KDOT agreed to add 25 construction days to the project to allow for the additional removal. These added days add to the number of days that were required for inspection. As such BG Consultants is requesting the net cost of the additional 25 days be added to their agreement. These are direct costs no adjustment for profit.
SPECIAL NOTES	BG Consultants is on site every day including days the contractor isn't charged for due to weather but they are working on non-critical path work. If the contractor isn't charged a day BG isn't reimbursed for that days work.
ANALYSIS	

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the KDOT SRTS supplemental request.
REFERENCE DOCUMENTS ATTACHED	Supplemental request #1.pdf: Res-KDOT-SRTS supplemental #1.doc

RESOLUTION NO. R-19-72

A RESOLUTION TO APPROVE SUPPLEMENTAL REQUEST #1 WITH KDOT AND BG CONSULTANTS FOR THE SAFE ROUTES TO SCHOOL CONSTRUCTION ENGINEERING AGREEMENT.

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 Supplemental request #1 with KDOT and BG Consultants for the Safe Route to School grant KDOT project No. 63 U-2331-01 TA-U233(101).

ADOPTED THIS 26TH DAY OF NOVEMBER 2019.

____
Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

WORK ESTIMATE FORM

Cost plus Net Fee

Work Scope Defined by Project Plans — **Date** 11/4/2019

Consultant's Name	BG Consultants	Project No.	63 U-2331-01
Mailing Address	1405 Wakarusa Drive Lawrence, KS 66049	County/City	Coffeyville
		Working Days	25 Extra Days
Work Estimate No.	Supplemental #1	CMS Contract No.	17191037
Project Location	Coffeyville Safe Routes to School Improvements		
Name of Project Eng/Manager	Jason Hoskinson	Phone Number	785-749-4474 Ext.2131
Name of Chief Inspector	Dave Owings	Phone Number	620-795-4962

1. Pre-contruction prepartion	Eng(s) &/or Mang.		@		=	$0.00
	Techn(s)		@		=	$0.00
	Others(s)		@		=	$0.00
	Clerical		@		=	$0.00
Subtotal						$0.00
2. Field Inspection daily contract documents	Eng(s) &/or Mang.		@	$0.00	=	$0.00
	Dave Owings	50	@	$26.00	=	$1,300.00
	Dave Owings OT			$39.00		$0.00
	Jessica Lever OT	200		$19.50		$3,900.00
	Jessica Lever OT	50		$29.25		$1,462.50
	Others(s)		@	$0.00	=	$0.00
	Clerical		@	$0.00	=	$0.00
Subtotal						$6,662.50
3. On-site Testing	Eng(s) &/or Mang.		@	$0.00	=	$0.00
	Techn(s)		@	$26.00	=	$0.00
	Others(s)		@	$0.00	=	$0.00
	Clerical		@	$0.00	=	$0.00
Subtotal						$0.00
4. Surveying	Eng(s) &/or Mang.		@	$0.00	=	$0.00
	Techn(s)		@	$26.00	=	$0.00
	Others(s)		@	$0.00	=	$0.00
	Clerical		@	$0.00	=	$0.00
Subtotal						$0.00
5. Final Paper Prepartion	Eng(s) &/or Mang.		@	$0.00	=	$0.00
	Techn(s)		@	$26.00	=	$0.00
	Others(s)		@	$0.00	=	$0.00
	Clerical		@	$0.00	=	$0.00
Subtotal						$0.00
Total Direct Payroll Costs						$6,662.50

Summary Total Direct Payroll Costs

	Hours		Rate		Extension
Eng(s) &/or Mang.		@	$0.00	=	$0.00
Dave Owings	50	@	$26.00	=	$1,300.00
Dave Owings OT			$39.00		$0.00
Jessica Lever	200		$19.50		$3,900.00
Jessica Lever OT	50		$29.25		$1,462.50
Others(s)		@	$0.00	=	$0.00
Clerical		@	$0.00	=	$0.00

Total Direct Payroll Costs		$6,662.50
B. Salary Related Overhead	139.35 %	$9,284.19
C. Total Payroll plus Overhead		$15,946.69
D. Net Fee		$0.00

E. Direct Expenses (Travel, Postage, Misc.)

	Days			
Per Diem & Subsistence		@	=	$0.00
Mileage	miles		$0.00/mile	
Auto		@		$0.00
Pickup		@		$0.00
Postage		@		$0.00
Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm) (Details Needed)		@		$0.00
Equipment Rental (Details $500 +)		@		$0.00
Total Other Direct Expenses				$0.00

TOTAL COST PLUS NET FEE ESTIMATE $15,946.69

Consultant Representative [signature] Date 11/4/2019

LPA Authorized Repesentative ____________ Date ______

Approving KDOT Representative Darrin E. Petrowsky Date 11-4-2019

Item # I-6

	CITY OF COFFEYVILLE **BOARD OF COMMISSIONERS AGENDA ITEM**
MEETING DATE	11/26/2019
RESOLUTION OR ORDINANCE NUMBER	R-19-73
AGENDA TITLE	Approve a lease agreement for the City owned asphalt lot at 800 E 8th Street
REQUESTING DEPARTMENT	Engineering
PRESENTER	Thomas Osborn – Superintendent of Engineering
FISCAL INFORMATION	**Cost as recommended:** N/A **Budget Line Item:** N/A **Balance Available** N/A **New Appropriation Required:** [] Yes [X] No
PURPOSE	Approve lease agreement with Coffeyville Resources Refining & Marketing (CVR) for the city owned asphalt lot at 800 E 8th for use during the 2020 turn around.
BACKGROUND	CVR Energy contacted the city about leasing the lot at 800 E 8th street for use during the upcoming turn around. As part of the lease agreement they will construct a temporary fence to secure the location as well as provide liability insurance listing the city as an additional insure. In lieu of cash payment CVR will purchase Playground equipment and donate it to the city for use at City parks. The value of the playground equipment shall not be less than $17,500.
SPECIAL NOTES	CVR has the option to extend the terms by up to 12 months given written notice to the City no later than May 21, 2020.
ANALYSIS	

Item # I-6

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of lease agreement with CVR.
REFERENCE DOCUMENTS ATTACHED	Res- CVR lease 2020.doc; CVR lease agreement 2020 turnaround.pdf

RESOLUTION NO. R-19-73

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF COFFEYVILLE AND COFFEYVILLE RESOURCES REFINING & MARKETING, LLC, FOR PROPERTY LOCATED AT 800 E 8TH STREET.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a lease agreement between the City of Coffeyville and Coffeyville Resources Refining & Marketing, LLC, for a 3-acre Tract of land located at 800 E 8th Street.

ADOPTED THIS 26TH DAY OF November 2019.

____
Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

LEASE AGREEMENT

THIS LEASE, made as of November 30, 2019, by and between the City of Coffeyville, Kansas, a municipal corporation, (hereinafter called "Landlord") and Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company (hereinafter called "Tenant");

WITNESSETH:

1. **Demise.** The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"):

A ~3-acre tract located at 8th and Sunflower as depicted on the site plan attached as Exhibit A.

2. **Term.** To have and to hold the same for a term of 7 months, beginning as of December 1, 2019 and ending on the June 30, 2020, regardless of the date this Lease is executed or when Tenant takes actual possession of the Premises. Tenant shall have the option of extending the term by up to 12 months upon given Landlord written notice of such extension, stating the length thereof, by no later than May 31, 2020.

3. **Rent.** In lieu of rent, Tenant shall purchase playground equipment, acceptable to Landlord, and donate it to the Landlord for use at City parks. The value of the playground equipment shall not be less than $17,500 and shall be purchased by March 1, 2020. Landlord will install the equipment and assume all liability therefor. If Tenant invokes its option to extend the lease, as permitted in Section 2, then Tenant agrees to donate funds for additional playground equipment, in consultation with Landlord, with a value to be determined as follows: $2,500.00 per month x the number of months of the extension. The additional funding shall be provided every 6 months or at the end of the extended term. Landlord agrees to recognize Tenant's contributions toward the purchase of all playground equipment under the terms of this Agreement.

4. **Utilities.** All utilities necessary for Tenant's use of the Premises shall be Tenant's responsibility.

5. **Use.** The Premises shall be used for the storage of equipment and building material and no other purpose.

6. **Construction of Fence.** Tenant shall construct a temporary fence around the perimeter of the Premises in such manner and using such material as shall be approved by Landlord.

7. **Maintenance.** Tenant shall be responsible for keeping the Premises in a safe and clean condition and providing security for its operations. Tenant shall return the Premises to

Landlord at the expiration of the Lease in clean and good condition, ordinary wear and tear excepted. Any post holes utilized for the fence shall be filled in to grade using suitable material.

8. **Risk of Loss.** Tenant agrees that all of Tenant's property kept at the Premises shall be at the sole risk of Tenant. Landlord shall not be liable for any damage thereto or theft thereof.

9. **Insurance.** Tenant shall carry premises liability insurance with limits of not less than $1,000,000.00 per occurrence. Tenant shall provide Landlord a certificate of insurance evidencing the existence and maintenance of this policy and listing Landlord as an additional insured.

10. **Waiver of Subrogation.** Landlord and Tenant hereby waive any and all rights of recovery against each other and the officers, employees, agents and representatives of the other for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant shall, upon obtaining the policy of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

11. **Default.** If Tenant fails to keep, perform and observe any covenant hereunder, and such failure is not cured within thirty (30) days after written notice from Landlord, Landlord may terminate this Lease and, upon so doing, Landlord may lawfully enter into and upon demised Premises or any part thereof and repossess the same and expel the Tenant and persons claiming under and through it, and remove any tangible personal property or effort, forcibly if necessary, without being guilty of trespass and without prejudice to any remedy that may be otherwise legally available to Landlord.

In the event of any default by Landlord and such default is not cured within thirty (30) days after written notice from Tenant, Tenant may declare this lease null and void and/or may exercise any and all remedy available at law or in equity.

12. **Indemnity.** Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, except for negligence or misconduct on the part of the Landlord. Landlord agrees to indemnify and save harmless the Tenant against all claims for damages to persons or property by reason of the negligence or misconduct of Landlord or its agents.

13. **Assignment and Subletting.** Tenant shall be permitted to assign this Lease or sublet all or any part of the Premises without the consent of Landlord to a parent, subsidiary, or affiliated corporation, partnership, or other business entity or to a purchaser of all or substantially all of the assets of Tenant or to a contractor or a contractor's subcontractors.

14. **Notices.** Any notice to be given to hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or overnight courier addressed as follows or such other address as may be specified in writing by one party to another:

As To Landlord:	As To Tenant:
City of Coffeyville P.O. Box 1629 Coffeyville, KS 67337 Attention: City Manager	Coffeyville Resources Refining & Marketing, LLC 2277 Plaza Drive, Suite 500 Sugarland, Texas 77479 Attention: General Counsel

15. **Environmental, Laws and Regulations.** Tenant agrees it shall not contaminate the Premises with any hazardous materials. If Landlord, in its reasonable discretion, has reason to believe that the Premises have become contaminated with hazardous materials by Tenant or those occupying the Premises with Tenant's consent, Landlord may enter upon the Premises and obtain samples from the Premises for the purposes of analyzing the same to determine whether and to what extent the Premises have become contaminated. In the event it is determined that Tenant has contaminated the Premises with hazardous materials in violation of applicable laws or regulations, it shall be Tenant's responsibility to take all necessary steps to remove such hazardous materials from the Premises and bring the Premises into compliance with applicable laws and regulations.

Furthermore, Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, reasonable attorney's fees, arising out of contamination by Tenant of the Premises with hazardous materials in violation of applicable laws or regulations; provided, however, Tenant shall have no liability to Landlord as long as Tenant remediates any such contamination in accordance with applicable laws and regulations.

Landlord represents and warrants to Tenant that to Landlord's knowledge as of the date of this Lease, that the Premises are in compliance with all laws, ordinances, orders, rules, regulations, and other governmental requirements (collectively "laws") relating to the use, condition, and occupancy of the Premises, including, without limitation, those laws relating to hazardous materials.

Landlord will indemnify, defend and hold harmless Tenant, its directors, officers, employees, and agents, and any permitted assignees, subtenants, or successors to Tenant's interest in the Premises, their directors, officers, employees, and agents, from and against any and all losses, claims, damages, penalties, costs and liability, including all out-of-pocket litigation costs arising out of the use, generation, storage, release, or disposal of hazardous materials by Landlord, its agents or contractors, or by any prior owner or operator of the Premises prior to execution of this Lease or at any time after execution, from and against the cost of attributable, directly or indirectly, to the presence of hazardous materials by any person on, under, or in the Premises other than to the extent as a result of Tenant's acts or omissions.

16. **Miscellaneous.** This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. This Lease shall be construed in accordance with the laws of the state where the Premises are located. Headings to Sections of this Agreement are for reference only and will not affect the meaning or interpretation of this Agreement. The

Parties agree that judicial construction and interpretation of this Agreement shall be made as though this Agreement were mutually drafted by both Parties; and shall not – on the basis of drafting – be construed in favor of or against a particular Party hereto. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute but one and the same instrument.

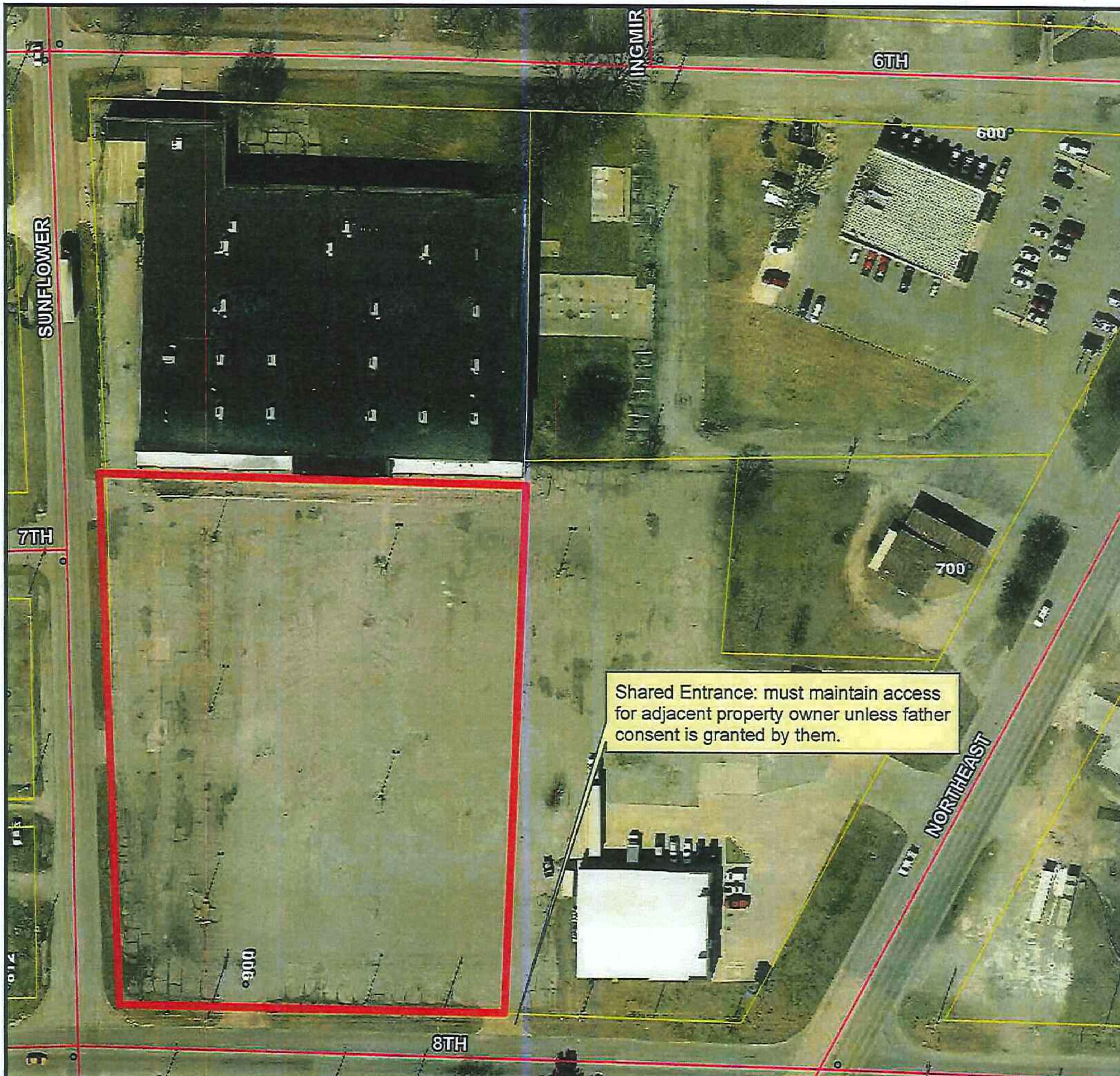
IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

LESSOR:	LESSEE:
CITY OF COFFEYVILLE, KANSAS	COFFEYVILLE RESOURCES REFINING & MARKETING, LLC
	Dennis McCleary 11-22-2019
Paul Bauer, Mayor	Dennis McCleary
Attest:	Title: VP Capital Projects
Allison Pryor, City Clerk	

EXHIBIT A

[Site Plan]

20191002084747721
.pdf



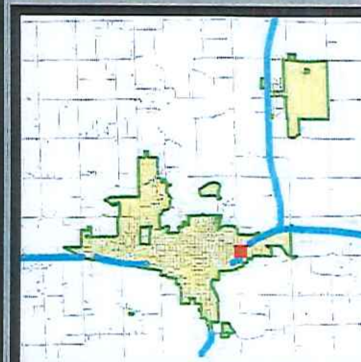
Coffeyville
KANSAS
Our History Fuels Our Future

Engineering Department
102 W 7th
COFFEYVILLE, KS 67337
VOICE: 620-252-6100
FAX: 620-252-6175
www.coffeyville.com

GIS System By: Midland GIS

1 in = 100 ft

CVR Lease Exhibit A



CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	November 26, 2019	
RESOLUTION OR ORDINANCE NUMBER	Resolution No. R-19-74	
AGENDA TITLE	A Resolution to approve the City of Coffeyville fee schedule for 2020.	
REQUESTING DEPARTMENT	Finance Department	
PRESENTER	Stephanie A. Richardson, Finance Director	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE		
BACKGROUND	The City of Coffeyville fee schedule includes fees for licenses and permits, cemetery services, utility fees, admissions, golf course, t-hangars, building permits and miscellaneous other services in the city. When our ordinances were codified, fees were removed from the ordinances and wording included to state fees would be adopted by a fee schedule. The fee schedule is reviewed annually. The recommended changes are to: • Golf Course Rates – Added back the Senior Single and Senior Couple Rate Option • Added 24-hour Curbside Abatement Fees • Specified all License Fees are Non-refundable • Changed electric meter testing fee minimum charge as those tests are performed by a third party • Changed water meter testing fees to $25 for 5/8 inch meters and actual costs for larger meter sizes	

SPECIAL NOTES	Changes to the fee schedule are highlighted in gray on the fee schedule.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Adopt the 2020 City of Coffeyville fee schedule as presented.
REFERENCE DOCUMENTS ATTACHED	Fee schedule

RESOLUTION NO. R-19-74

A RESOLUTION TO APPROVE THE 2020 FEE SCHEDULE FOR THE CITY OF COFFEYVILLE.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that a fee schedule for the City of Coffeyville be approved with the fees to be effective January 1, 2020.

ADOPTED THIS 26th DAY OF NOVEMBER, 2019.

____
Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

CITY OF COFFEYVILLE

FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE		FEE
AQUATIC CENTER		
	Ages 3 & up	$3
	Ages 0-2	Free
	Group rate - 20 or more ages 3 & up	$2.50 per person
	Punch cards - 10 swims	$25
ALCOHOL		
	Alcoholic Liquor	
	Consumption on premises	$250 + state license
	Packaged liquor	$300 + state license
	Cereal Malt Beverage	
	Consumption off premises	$50 + $25 state stamp
	Consumption on premises	$150 + $25 state stamp
BUILDING PERMITS		
	Total Valuation	
	$1 - $500	$15
	$501 - $2,000	$15 for the first $500 plus $2 for each additional $100,
		or fraction thereof, to and including $2,000
	$2,001 - $25,000	$45 for the first $2,000 plus $9 for each additional
		$1,000 or fraction thereof, to and including $25,000
	$25,001 - $50,000	$252 for first $25,000 plus $6.50 for each additional
		$1,000 or fraction thereof, to and including $50,000
	$50,001 - $100,000	$414.50 for first $50,000 plus $4.50 for each additional
		$1,000 or fraction thereof, to and including $100,000
	$100,001 - $500,000	$639.50 for first $100,000 plus $3.50 for each additional
		$1,000 or fraction thereof, to and including $500,000
	$500,001 - $1,000,000	$2,039.50 for first $500,000 plus $3 for each additional
		$1,000 or fraction thereof, to and including $1,000,000
	$1,000,001 and up	$3,539.50 for the first $1,000,000 plus $2 for each
		additional $1,000 or fraction thereof
CEMETERY		
	Burials	
	Burial Monday-Friday, 9-5	$425
	Burial Saturday 9-1	$550
	Overtime: Each hour over	$125
	Cremation Monday-Friday 9-5	$150
	Cremation Saturday 9-1	$250
	Overtime: Each hour over	$75
	Services	
	Patio or tent used	$100
	Stone setting approval/staking	$35
	Disinter	2X burial fee
	Plots	
	Per plot	$300
	Babyland	no charge
	Pet garden plot	$75 cremation only, maximum 2 pets per plot
	Pet burial Monday-Friday, 9-5 only	$150

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE		FEE
COFFEYVILLE WIRELESS INTERNET FEES		
	Coffeyville Connection - In Town (where available)	
	Basic - download speed up to 1 Mbps/upload to 512	$2.50/day; $5/week; $10/month
	Standard - download up to 3 Mbps/upload to 1 Mbps	$25/month
	Premium - download up to 5 Mbps/upload to 2 Mbps	$40/month
	Coffeyville Wireless Internet - Rural (where available)	
	Installation - includes 1 static IP address	$125
	Packages	
	Download up to 1.5 Mbps/upload to 512 Kbps	$39.95
	Download up to 2 Mbps/upload to 768 Kbps	$49.95
	Download up to 6 Mbps/upload to 1 Mbps	$59.95
	Download up to 8 Mbps/upload to 3 Mbps	$79.95
	Download up to 10 Mbps/upload to 5 Mbps	$99.95
	Service call	$35 per hour
	Turn off/turn on fee	$25.00
	Late payment	5% of bill
HILLCREST GOLF COURSE		
	Green Fees	
	Monday - Thursday, 9 holes	$12
	Monday-Thursday, 18 holes	$17
	Friday, Saturday, Sunday, Holidays, 9 holes	$14
	Friday, Saturday, Sunday, Holidays, 18 holes	$19
	Jr. Rate (17 & under) 9 & 18-holes	$7
	10 Play Pass Cards	
	9-holes	$100
	18-holes	$150
	Range Ball Pass Cards	
	10 large buckets	$40
	Golf Cart Rental - motorized cart	
	9-holes	$8 per person
	18-holes	$12 per person
	Pull Cart	$2 per day
	Trail Fees for Personal Carts* - motorized cart	
	9-holes	$4
	18-holes	$8
	Yearly fee option for pass holders only	$100
	*included in cart shed rental for pass holders only	
	Cart Shed Rental	$250 per year
	Annual Green Fees	
	Family/Couple - children 18 & under live in same house	$900
	Senior Couple (both husband and wife must be 65 or over)	$700
	Single	$700
	Senior Single (Age 62 and over)	$600
	Student (ages 18-22)	$240
	Junior (ages 17 & under)	$120

CITY OF COFFEYVILLE

FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE		FEE
LICENSE - NON-REFUNDABLE FEES		
	Contractor	$50 + certificate of insurance
	Electric	
	Apprentice Electrician	$35
	Electric Contractor	$50 + certificate of insurance
	Journeyman Electrician	$35
	Master/Contractor Electrician (one man operation)	$50 + certificate of insurance
	Master Electrician	$35
	Residential Wireman	$35
	Gasfitter	
	Gasfitter Contractor	$50 + certificate of insurance
	Journeyman Gasfitter	$35
	Master/Contractor Gasfitter (one man operation)	$50 + certificate of insurance
	Master Gasfitter	$35
	Plumbing	
	Journeyman Plumber	$35
	Master Plumber	$35
	Master/Contractor Plumber (one man operation)	$50 + certificate of insurance
	Plumbing Contractor	$50 + certificate of insurance
	Kennel	$35 + proper zoning & inspection
	Livestock in City Limits	$35 + inspection
	Micro Utility Vehicle	$25 + proof of insurance
	Mobile Home Park	$50 + $2/site
	Pawnbroker	$25
	Residential Landlord Occupation License	$50 + $2/each property or unit ($50 re-inspection fee)
	Sidewalk Dining	$100 + insurance, tax sales report, site plan
	Sign Business	$50 + certificate of insurance
	Taxi Cab	$50 + proof of insurance & vehicle inspection
	Trash truck	$500 + proof of insurance & vehicle inspection
PERMITTING		
	Curb Cut	$25 residential/$150 commercial
	Demolition	$25
	Electric and Plumbing Permits	$10
	Excavation Permit	$25
	Occupancy Certificate	$5
	Sign	$10
MISCELLANEOUS		
	Animal impound	$5/day collected by Shelter; nc if picked up within 24 hrs
	Building Rental	
	Oakcrest	$25/day plus $35 deposit
	Ron Stevenson Building	$75/day plus $75 deposit
	Walter Johnson Park Stadium	$250/day plus $50 utilities plus $200 cleaning deposit
	Walter Johnson Park barns/arena	$50/day plus $200 deposit
	Youth Activities Center	$100/day individual; $200/day commercial; $100 deposit
	Campground Fees	$8/day water & electric $15/day water, electric & sewer
	Credit Card Surcharge Fee	1.75% of total transaction
	Dog tag	$4/year (collected by shelter)
	Electric Dept escort fee for oversize load	After hours - actual cost
	Fire contracts	$200 residential/$350 commercial
	Fireworks stand	$150 + daily inspection by FD
	Garage sale	$3/three days
	Insufficient Fund Fee	$30
	Open records request	$0.25 pg + staff time if necessary, not to exceed actual cost
	Transient Vendor	$50/three days
	T-Hangar rentals	$95 & $100
	Vehicle storage	$25/day storage

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE		**FEE**
NUISANCE ABATEMENT		
	Code Enforcement nuisance abatement	actual cost
	24-Hour Curbside Abatement	actual cost of cleanup + 51% + $100
UTILITY DEPOSITS		
Electric	**Residential - all electric**	$100
	Residential - non all electric	$60
	Residential 3-phase	$300 minimum
	Residential - bad payment history	2 times required deposit
	Commercial	1/6 est. annual billing ($100 min)
Water/Sewer	**Residential**	$60
	Residential - bad payment history	2 times required deposit
	Commercial	1/6 est. annual billing ($100 min)
UTILITY FEES		
Electric	**Construction Service**	
	Cost of installation and removal	$100 minimum
	Oilfield - inc. 1 span and transformer	$1,000
	Additional spans	actual cost
	Temporary service	
	Cost of installation and removal	$100 minimum
	Service Connection	
	Service re-connect - 8 a.m. - 4 p.m.	$25
	Service re-connect - after hours	$100
	Disconnect overhead - 8 a.m. - 4 p.m.	no charge
	Disconnect overhead - after hours	$100
	Residential Service Overhead	
	Single phase - up to 250'	no charge
	Single phase - over 250'	See Line Extension Policy
	Services requiring primary extension	See Line Extension Policy
	Residential Service Underground	
	Single phase - up to 70' incl conduit & wire	no charge
	customer responsible for excess of 70'	
	Service requiring primary extension	See Line Extension Policy
	Commercial	
	Underground cable installed in conduit	no charge
	customer provides trench & wire/conduit	
	Electric meter testing - customer request	actual cost; minimum $75 ~~25~~ (no charge if meter tests bad)
	Pole attachment fee	$5 per pole per year
	Transfer Fee	
	Transfer of service to another location	$15 per meter
	Tampering with meter	$100
Water/Sewer	**Private fire protection**	actual cost
	Water tap fee - 3/4 in	$500
	1 inch	actual cost
	2 inch	actual cost
	4 inch & larger	actual cost
	Service Connection	
	Service re-connect - 8 a.m. - 4 p.m.	$25
	Service re-connect - after hours	$100
	Sewer tap fee - up to 4 inch	$450
	6 inch	actual cost
	Sewer cap and plug - 4 inch	$450
	6 inch & larger	actual cost
	Moving or reducing water service line from 1" to 5/8"	$150

CITY OF COFFEYVILLE

FEE SCHEDULE - EFFECTIVE 1/1/2020

TYPE		FEE
UTILITY FEES		
Water/Sewer	**Transfer Fee**	
	Transfer of service to another location	$15 per meter
	Alley rock repair for water/sewer work	$150
	Asphalt repair for water/sewer work	$275
	Temporary water service from fire hydrant	
	Security deposit	$250
	Connection	$25
	Change in location	$25
	Disconnect	$25
	Tampering with meter	$100
	Water meter testing - customer request	
	5/8 inch meter	$25 (no charge if meter tests bad)
	1 inch and larger	actual cost; minimum $75 ~~25~~ (no charge if meter tests bad)
	Sewer surcharge	
	Suspended solids in excess of 240 mg/L	$0.0004961 per 1,000 gallons per mg/L
	BOD in excess of 250 mg/L	$0.0004762 per 1,000 gallons per mg/L
	Out of district sewer connection charge	$100
Stormwater	Residential	$7
	Commercial	$15
WEED LOTS		
	Mowing cost	Cost of mowing + 51% + $100
ZONING		
	Conditional Use	$125 + cost to obtain property ownership list
	Home Occupation	$125 + cost to obtain property ownership list
	Mobile Home Court	$125 + cost to obtain property ownership list
	PUD	$175 + cost to obtain property ownership list
	Rezoning	$175 + cost to obtain property ownership list
	Special Exception	$125 + cost to obtain property ownership list
	Vacation	$125 + cost to obtain property ownership list
	Variance	$125 + cost to obtain property ownership list

CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	11-26-2019	
RESOLUTION OR ORDINANCE NUMBER	R-19-75	
AGENDA TITLE	Lump Sum Fiscal Performance Payment	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Mark Hall	
FISCAL INFORMATION	Cost as recommended:	General Fund: $114,938 Enterprise Funds: $137,664
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[x] Yes [ ] No
PURPOSE	Lump Sum Fiscal Performance Payment to Union and Non-union employees is based upon the City of Coffeyville's 2019 fiscal performance.	

BACKGROUND	In 2019, City Staff spent the year strengthening the foundation of the workforce, operations, and reducing spending. Strengthening the City's foundation is never easy, and this year presented unique challenges as the service demands and growth pressures outpace our revenue. The City took this opportunity to strengthen the foundation by prioritizing the City's commitments to employees and the community above the demands for new or expanded services. Working within the confines of limited resources, the City carefully examined every program and service offered by the City. The City will continue examining every program and service offered by the City each year.
	
	The City also focused on strengthening the City's foundation in operations. With limited new resources available for the fiscal year 2019, the City began to contact other entities about future funding obligations. All City purchases of capital equipment were placed on hold in 2019, unless contractually obligated, impossible to maintenance, or safety was a concern. Purchasing limits were lowered to curb unnecessary spending. A monthly Departmental Management meeting is held to discuss the City's financial situation.
	
	The City will continue pursuing the investment in City employees to meet the challenge of a transparent, nimble organization of City employees challenged to provide high quality, responsive, and innovative services efficiently and effectively. The City has moved to a performance-based annual wage organization. Because of the financial situation of the City, City employees will only receive rewards, unless contractually obligated, if the City is sound financially.
	
	The following was accomplished during 2019 to become more efficient:
	
	Program or Service Review
	    Cost Benefit Analysis
	
	Implement Cost Saving Processes
	    Evaluate Each Process for Efficiency
	
	Expenditure review
	    Limit Spending
	    Cost Quote Before Purchase
	    State Bid Contracts
	    Correct Coding
	    No Unnecessary Spending

Monthly Departmental Operating Review

Lowering Personnel Costs
- Overtime Reduction
- Compensatory Time
- Leave Vacant Positions Unfilled
- Seasonal Work
- Reduction of Departmental FTEs (Last)

Grants/Donations

Capital Equipment Replacement
- Only When Necessary
- Replace Equipment Less Often

No Unnecessary Travel or Training
- Only Certification Required
- Only Attendance Required
- Scholarship

I asked Staff to believe in Coffeyville. I asked Staff to lead Coffeyville to a better place by being an example. I asked Staff to control spending by purchasing needs instead of wants. I asked Staff to become more efficient. The result of the 2019 financial accomplishments led to the City holding the 2020 mill levy. Therefore, I am requesting permission to award a 2019 lump sum fiscal performance payment to Union and Non-Union Employees. Many employees, both union and non-union have not received any financial reward for a period of time. The following conditions were presented to the Unions for approval:

FOP, IBEW, and IUOE

LUMP SUM FISCAL PERFORMANCE PAYMENT
All employees who did not receive a step increase or apprentice rate increase during 2019 will receive a lump sum fiscal performance payment, equal to 3% of the employee's 2019 base wage. Employees who did receive a step increase or apprentice rate increase during 2019 will receive a lump sum fiscal performance payment, equal to 1% of the employee's 2019 base wage.

Base wage is understood to equal the employee's base hourly rate multiplied by the annual hours in the employee's base schedule, including time-and-one-half for any built-in overtime in the schedule.

	The lump-sum fiscal performance payment will be distributed to each eligible employee during December, 2019, and shall not be added to or have any effect on the employee's base pay rate. In compliance with FLSA regulations, the lump-sum performance payment shall be allocated to the employee's regularly scheduled hours during 2019 and converted into an hourly rate. The City will then pay to each employee an additional time-and-one half the hourly equivalent of the lump sum fiscal performance payment for all overtime hours paid during 2019. The lump sum fiscal performance payment will only be available to employees actually employed as of December 1, 2019. Employees who quit or are discharged prior to that date are not eligible for the lump sum payment. Employees hired during 2019 shall not be eligible for the lump sum fiscal performance payment. The above LUMP SUM FISCAL PERFORMANCE PAYMENT conditions apply to non-union personnel. IAFF LUMP SUM FISCAL PERFORMANCE PAYMENT Except as provided below, all employees who did not receive a step increase during 2019 will receive a lump sum fiscal performance payment, equal to 3% of the employee's 2019 base wage. Employees who did receive a step increase during 2019 will receive a lump sum fiscal performance payment, equal to 1% of the employee's 2019 base wage. Base wage is understood to equal the employee's base hourly rate multiplied by the annual hours in the employee's base schedule, including time-and-one-half for any built-in overtime in the schedule. The lump-sum fiscal performance payment will be distributed to each eligible employee during December, 2019, and shall not be added to or have any effect on the employee's base pay rate. In compliance with FLSA regulations, the lump-sum performance payment shall be allocated to the employee's regularly scheduled hours during 2019 and converted into an hourly rate. The City will then pay to each employee an additional time-and-one half the hourly equivalent of the lump sum fiscal performance payment for all overtime hours paid during 2019.

	The lump sum fiscal performance payment will only be available to employees actually employed as of December 1, 2019. Employees who quit or are discharged prior to that date are not eligible for the lump sum payment. Employees hired during 2019 shall not be eligible for the lump sum fiscal performance payment. The lump-sum fiscal performance payment would be distributed to each eligible employee during December of 2019.
SPECIAL NOTES	Discussion with the department heads and their commitment to making Coffeyville a better place has made this request possible.
ANALYSIS	2019 City of Coffeyville Financial Review
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	For City Commission consideration the Approval of the 2019 Lump Sum Fiscal Performance Payment to eligible Union and Non-Union City of Coffeyville Employees.
STAFF RECOMMENDATION	Consideration of approval of the Lump Sum Fiscal Performance Payment to all eligible employees based upon the City's 2019 fiscal performance.
REFERENCE DOCUMENTS ATTACHED	None

RESOLUTION NO. R-19-75

A RESOLUTION TO ADOPT THE 2019 LUMP SUM FISCAL PERFORMANCE PAYMENT PLAN FOR CITY OF COFFEYVILLE EMPLOYEES.

WHEREAS, the City of Coffeyville desires to implement a lump sum fiscal performance payment for eligible union and non-union employees of the City of Coffeyville;

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas that the 2019 Lump Sum Fiscal Performance Payment Plan be implemented for City of Coffeyville employees.

ADOPTED THIS 26th DAY OF NOVEMBER, 2019.

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Paul Bauer, Mayor

ATTEST:

____
Allison Pryor, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

COFFEYVILLE RECREATION COMMISSION UPDATE

NOVEMBER 2019

Special Events/Aquatics Coordinator

Pool

- Water Aerobics 5 participants, AM Lap Swim 4 participants, PM Lap Swim 8 participants
- There is 1 pool party scheduled for November as of 11-7-19

Special Events

- Tumbling
- Mother/Son Ball
- No school No problem (November 1st)
- Movement with Shae will be starting up an evening class on Mondays & Wednesdays 5:30-6:30pm

Buddy Program

- Buddy Bowling
- Fall Party
- Christmas Party

Sports

- Pickleball
- 5th & 6th grade All-star Volleyball tournament in Humboldt on Saturday (Nov. 9th) Coffeyville first match is at 9:45am

Upcoming Events

- Design your own ornament
- Christmas canvas painting party
- Gingerbread house

ASSISTANT DIRECTOR /PROGRAM SUPERVISOR

- Football/Soccer
    - Independence – 1st Place
    - Coffeyville – 2nd Place
    - The tournament ran well with the help of the following:
        - Gate Staff
            - Melissa Kastler
        - Directors
            - Megan Hoppenstedt and Angela Jaimez
        - Concession
            - Angela Jaimez and Victoria Smith
        - Referees
            - Philip Reese, Pete Gysel, and Jacob Ward
        - Scorekeeper
            - Juana Juan
        - Field Maintenance
            - Brett Yeubanks and Zach Hudson
    - I would recommend having signs for the teams that have never played at our facility.

        - Teams were not aware that we had a concession stand or bathrooms and would go to Casey's for drinks/snacks.

- Adult Flag Football
    - We have had to cancel a few times due to wet weather. Otherwise, things are running smoothly.
- Women's Volleyball
    - We have six teams participating in women's volleyball.
    - Start Date: November 3, 2019
- Basketball
    - 3rd/4th grade practices started on November 4, 2019.
    - 1st/2nd grade practice will start on November 11, 2019.
    - We have coaches opting out of using the drop-down goals at the boys and girls club.
        - Communicated concerns from coaches:
            - The goals are not easy for one person to put up by themselves and could cause injury to the person putting them up.
            - They do not feel the goals are secure enough and could potential be a safety issue for the kids.
- Committee Meeting

Travis Dumm and Darren Heady were in attendance. Justin Wintjen was not able to attend due to the RMS basketball game.

Agenda Item #1 – Farm Softball

Farm Softball was the first item on the agenda. We recapped from our previous meeting as Travis Dumm was not able to attend that meeting.

- Chanute – No walks unless the count reaches 3-2, if the count reaches 4-0 or 4-1 a coach will come in and get 3 pitches to hit the ball fair. Six runs per inning
- Cherryvale/Neodesha – No walks, pitcher will pitch to the batter as normal. When the 4th ball is recorded, the batting teams' coach will then give the batter

two pitches. If there in out a hit after two pitches from the coach, the batter is out.

Secondly, we discussed the suggestion from CRC 2019 farm coaches. These suggestions were as followed:

- Set the pitching rubber at 30 feet instead of 35 feet.
- Coach throws two pitches instead of three.
- Once the count reaches four ball, then bring the coach in.
- Softball pitching clinic.
- Allow the pitcher to pitch the whole game and do not bring in the coach. Limit 3 runs per inning to keep the game moving. (this was suggested after the meeting)

Lastly, Darren Heady communicated the way Bartlesville fall league runs their league with pitching.

- No walks
- 7 pitches from the pitcher
- 2 pitchers from the coach
- Coaches pitch starting in inning one.

Suggested change in farm softball:

- No Walks
- 5-7 pitches
- 2 pitches from the coach
- Coaches pitch starting in inning one.

The committee is concerned that during All-Star play, we play “real softball” and the girls have to pitch more than three pitches to a batter.

<u>Agenda Item #2 – Soccer</u>

With the removal of tackle football and the upcoming studies with heading the ball in soccer. Darren and Travis were asked their thoughts on adding “NO Heading” to our rules.

- Darren would like to do a little more reading on recent/upcoming studies before feeling comfortable to give input.
- Travis does not feel like it happens enough (in the grades has coached) to police it. However, if it is for the safety of the kids then he is all for adding the rule.

This transitioned us into the CCC/CRC soccer camp that was held this summer. Greyson and Asher Dumm attended the soccer camp, so I spoke with Travis about how he felt it was organized and if it was beneficial.

- Response
    - Travis stated, "I feel like the date was set and then the date got here, and they were not prepared, so they just threw things together."
    - The camp was supposed to be 3 days and when they arrived on the first day Jerrid told them that they would only have a 3-day camp and will be refunded $5.00.
    - Travis stated, "it made a few parents feel like CCC was not interested in doing the camp.
    - Tavis felt that he was able to see an improvement in the kids after the British Soccer camp because it was a 5-day camp and longer days.

Agenda Item #3 – Clinics

Tavis and Darren were very surprised at the participation during the tennis clinics and really like the idea of offer the clinics. The clinics allow for extra instruction and it allows kids that have never played to try it out before they committee to a full season.

I informed the committee that I would like to do the pitching clinic this winter (as requested by farm softball coaches), however I need to offer something for baseball. That said, I have been unable to find a volunteer to help with the baseball clinic. Darren Heady suggested Michael Mayberry.

Agenda Item #4 – Adult Sports

I have been approached about offering the following adult sports:

- Co-Ed Softball (7 men 3 women)
- Co-Ed Volleyball
- 3-on-3 Women's Basketball

Suggestion from the committee: If possible, offer what is asked for by community members. If it doesn't get enough participation, then it can be revisited on whether to offer it the following year. If behavior become an issue, then shut the sport back down. We all agreed that as children we grew up watching our parents play an adult sport, which later gave us an interest in athletics. It is possible that if we can get our adult sports running then maybe we can have more participation in youth sports (maybe…..ha).

Lastly, we talked about ways to market adult sports.

- Response
  - Travis feels that social media is the best way to promote our activities and sports. He stated that he had business cards, calendars, etc. made for his business and when he asks customers how they here about him, they always response, Facebook.
  - Darren suggested we go back to putting signs up in front of Sherwin Williams or even at CES to notify the community of upcoming registrations.

- Upcoming Registrations
  - Session 2 Basketball
    - Deadline: December 2, 2019

DIRECTORS REPORT

- Jared Gilmore and Phillips will present the FY 18-19 Audit Report to the CRC Board at the November 13th meeting.
- Musco reps were in town to discuss their new mini-pitch soccer system, area lighting for the expansion of SW Park and to walk us through the mobile app that allows us to control our lighting at Sherwin Williams Park and LeClere Ball fields remotely.
- Staff toured some destination playgrounds in Lee Summit, Grandview and Prairie Village a few weeks back. We want to add amenities at Sherwin Williams to get maximum usage. Below are a few pics we took of our visit.
- Sherwin Williams will be working on a grading plan for the expansion. We are working out logistics for where water runoff will take place. It is the most important aspect on the SW side. We have areas within the current park that do not drain well and those areas will need to be addressed as the expansion moves through them.
- CRC Is participating in CACF's Match Day on November 14th. All monies donated go towards our Youth Scholarship Fund. We have been able to help over 3,500 kids participate in our programs since we launched our scholarship program in 2004.

Coffeyville Public Library Board of Trustees Agenda
September 12th, 2019
5:15 pm

• Call to order: The meeting was called to order by President Karen at 5:16. Present were Karen Rittenhouse, Sue Rudziensky, Brooke Brown, Gary Bailey, Susan Brown, Katie Twitchell. Absent were Mayor Paul Bauer and Roger Gossard.

• Approval of Minutes, Financial Statement Director's Report: Susan moved to approve the consent agenda items. Sue seconded the motion, all ayes, motion carried.

• Comments from the public:none.

• Old Business: .

- **Tovey Estate updates** It will be finalized in October.
- **Lawn:** The sod bid was not lower than fescue.
- **Meeting Room Chairs:** Received catalog from Alderman Acers day of meeting. Director will review for next meeting.

• New Business: .

- **Board Training.** The board completed video training during the meeting.

• Other News: none.

• Executive Session: Sue motioned that we go into executive session at 6:03 for 15 minutes to discuss non-elected personnel. The session ended after 15 minutes, no action was taken as a result of the session.

Adjournment: Brooke motioned to adjourn at 6:29PM, Sue seconded the motion, all ayes, motion carried.

Coffeyville Public Library Board of Trustees Agenda
October 10, 2019

Call to order: – The meeting was called to order by President Karen at 5:15. Present were: Karen Rittenhouse, Sue Rudziensky, Gary Bailey, Susan Brown, Katie Twitchell, and Roger Gossard. Absent was Brooke Brown, Mayor Paul Bauer, and LeeAnn Stein.

Approval of Minutes, Financial Statement Director's Report: Still a little confused about summer reading budget and wanting clarification. Gary moved to approve and Sue seconded.

Comments from the public: None

Old Business: Tovey Estate - Katie picked up various items including, pictures, watch, etc.

New Business: Need to pursue and discuss front door issues
Book sale sign up for October 24 – 26
Need to discuss the issue with Cassie's vacation days
Should mowing be moved local?

Other News: None

Executive Session: None

Adjournment: Sue motioned to adjourn at 6:15, Katie seconded the motion.