

**COMMISSION MEETING AGENDA
TUESDAY, SEPTEMBER 28TH, 2021 6:30 P.M.**

- A. CALL TO ORDER** – Mayor Ann Marie Vannoster
- B. ROLL CALL**
- C. INVOCATION** – Pastor Shannon Dozier, Lifepoint Church
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, September 14th, 2021
 - 2. Second Reading of Ordinance S-21-05 an Ordinance to Rezone 413 North Willow Street.
 - 3. 2021 Appropriation Ordinance No. AO-21-18 - \$5,320,660.00
 - 4. 2021 Appropriation Ordinance No. AO-21-18A (Isham's & Liebert Brothers) \$5,598.55
- G. COMMENTS**
 - 1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.
- REGULAR AGENDA ITEMS**
- H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
- I. OLD BUSINESS**
- J. NEW BUSINESS**
 - 1. Resolution R-21-61 a Resolution to execute an agreement for the purchase and installation of an Advanced Meter Infrastructure for the City of Coffeyville.
 - 2. Resolution R-21-62 a Resolution to approve Change Order #1 to J. Graham Construction. for the 10th Street Sidewalk Grant Project.
 - 3. Resolution R-21-63 a Resolution to approve a Work Authorization for the 2021/2022 Intersection and Drainage Improvement Project.
 - 4. Resolution R-21-64 a Resolution to approve a construction contract with B & B Bridge Company for the North Overlook Culvert Replacement Project
 - 5. Resolution R-21-65 a Resolution to approve a Work Authorization for the Construction Inspection Services for the North Overlook Culvert Replacement Project.
 - 6. City Manager's Report
 - 7. Comments from Commissioners and Staff
- K. EXECUTIVE SESSION(s)**
- L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**
- M. ADJOURN**

**COMMISSION MEETING MINUTES
TUESDAY, SEPTEMBER 14TH, 2021 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 Vannoster.

Present:

COMMISSIONER PAUL BAUER
COMMISSIONER TRACY MAXSON
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER ROBERT YORK

Absent:

COMMISSIONER JUSTIN DOANE

City Staff in attendance:

CITY ATTORNEY PAUL KRITZ
CITY MANAGER MARK HALL
CITY CLERK MELISSA CARTER
DIRECTOR OF IT CHRIS FELIX
DIRECTOR OF FINANCE STEPHANIE RICHARDSON
DIRECTOR OF ELECTRIC UTILITY MIKE SHOOK
DIRECTOR OF HOUSING CHARLA BROWN
BUILDING OFFICIAL MATT CONGER

- A. CALL TO ORDER** – Mayor Ann Marie Vannoster
- B. ROLL CALL**
- C. INVOCATION** – Pastor Dick Smith, First Baptist Church
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**

F. CONSENT AGENDA

- 1. City Commission Meeting Minutes – Tuesday, August 24th, 2021
- 2. 2021 Appropriation Ordinance No. AO-21-17 - \$1,742,085.19

MOTION: Move to approve items 1&2 of the consent agenda as presented.

ACTION: MOTION: VANNOSTER SECOND: BAUER
ROLL CALL: ALL PRESENT AYE

G. COMMENTS

1. Comments from Public

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

**COMMISSION MEETING MINUTES
TUESDAY, SEPTEMBER 14TH, 2021**

2

REGULAR AGENDA ITEMS

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

I. OLD BUSINESS

J. NEW BUSINESS

1. Ordinance S-21-05 an Ordinance to Rezone 413 North Willow Street.

Building Official Matt Conger stated that Mr. Antle owns 6 lots on North Willow, he has torn down three dilapidated houses and is trying to build a four stall RV Park. Mr. Conger stated that he has to have a variance for this and it would make a great improvements to the neighborhood. Commissioner Bauer noted that the Planning and Zoning Commission asked a lot of great questions when it went before them and all the neighbors in the area spoke in favor of it.

MOTION: Move to approve Ordinance S-21-05 as presented.

ACTION: MOTION: YORK SECOND: MAXSON
ROLL CALL: ALL PRESENT AYE

2. Resolution R-21-59 a Resolution to approve an option for repayment of extraordinary power costs associated with Winter Storm Uri to GRDA.

Director of Electric Utility Mike Shook stated that the weather in February 2021 was a winter like no other with much of the nation experiencing temperatures below zero for an extended period, beginning February 9th, continuing thru February 21st. This unusual weather event wreaked havoc on the energy industry from the Gulf of Mexico to Canada, limiting available natural gas supplies for not only home heating, but for electric energy generation as well. Mr. Shook stated that utilities saw prices of natural gas rise in a matter of days from \$2.50/MMBtu to over \$600/MMBtu, ultimately impacting the electric energy industry. Compounding the issue, due to the extreme temperatures experienced, the lack of available electric generating resources caused energy prices to skyrocket as did the cost to generate electric energy with natural gas. Mr. Shook noted that Southwest Power Pool did not finalize pricing and re-pricing of electric energy for the month of February until June, with Grand River Dam Authority presenting the cost to their municipal wholesale customers on July 8th. GRDA's additional cost for the month of February 2021 was \$102,388,191. GRDA has broken out this cost to each wholesale customer based on total kWh used for the month of February. Coffeyville's additional cost for energy consumed during the month of February 2021 is \$11,229,333. GRDA, working through the State of Oklahoma, has been able to secure financing for these extraordinary costs providing a term of ten years or 120 months for repayment. Currently the carrying cost through the State of Oklahoma has yet to be determined. Additional note, the City has broken out the cost between 'native load' customers and Coffeyville Resources Nitrogen Fertilizers to correctly assess these costs. Native load, or City customers would be responsible for \$2,724,739, while CRNF would be responsible for \$8,504,594. Mr. Shook stated that Coffeyville's monthly share of these costs will be added and included with our monthly Power Cost Adjustment calculation. It is anticipated that the additional monthly cost per customer will be negligible, as it equates to roughly \$19,000 being added and applied monthly to the PCA for a period of 10 years. CRNF's portion of these costs will be passed directly to CRNF as part of their monthly invoicing. Mr. Shook said that staff is recommending that the City elect Option 1 allowing for the 120 month repayment, versus a 12 month (PCAx-12), or single payment to

**COMMISSION MEETING MINUTES
TUESDAY, SEPTEMBER 14TH, 2021**

3

GRDA. Mr. Shook noted that they are hopeful that it will be very little impact to our customers.

MOTION: Move to approve Resolution R-21-59 as presented.

ACTION: MOTION: VANNOSTER SECOND: YORK
ROLL CALL: ALL PRESENT AYE

3. Resolution R-21-60 a Resolution to execute a Natural Gas Pipeline Transportation Service Agreement for Firm Gas Supply.

Director of Electric Utility Mike Shook stated that February 2021 was a stressful month on the energy industry, both natural gas and electric, as the extreme weather and sub-zero temperatures highlighted weaknesses in both industries. As part of performing a review of this period, it was noted that due to the extreme cold, demands on the natural gas systems were at record levels, creating a situation that even acquiring natural gas for electric generation proved difficult to impossible. Mr. Shook noted that Coffeyville Municipal Light & Power operates four natural gas fired generating units to support our electric system. Their utility partners with 42 other Kansas cities, as members of Kansas Municipal Gas Agency, some with power plants, others that own their own gas utility system. The benefit of this partnership is that they can buy/acquire natural gas in greater volumes, thereby achieving better pricing from suppliers. Acquiring natural gas from suppliers is only part of the equation, as cities and power plants then need to secure pipeline transportation and local delivery of the purchased natural gas. Mr. Shook said that Coffeyville historically has avoided purchasing Firm or Un-Interruptible Pipeline transportation for a multitude of reasons, namely costs and availability. Many of the member cities of KMGA, especially those that own their local gas distribution systems, purchase firm pipeline transport. Through this partnership with KMGA and the member cities, Coffeyville has basically had 'secondary firm transport supply'. Coffeyville believes going forward, again, due to the severity of recent winter events, combined with our current fleet of generating units, that we should better position the utility, the City, and our residents by acquiring a set amount of firm or un-interruptible gas pipeline transportation. Mr. Shook said that KMGA, acting as the natural gas marketing agent for the City, can contract with Southern Star Central Gas Pipeline to secure firm transportation services at a determined monthly volume. The City of Coffeyville would need to execute the attached agreement with KMGA agreeing to pay all fees and applicable rates associated with the purchase of the firm transportation services by Southern Star. Mr. Shook stated that staff is recommending execution of an agreement for firm natural gas pipeline transportation services with Southern Star Central Gas through Kansas Municipal Gas Agency for the electric utility.

MOTION: Move to approve Resolution R-21-60 as presented.

ACTION: MOTION: VANNOSTER SECOND: BAUER
ROLL CALL: ALL PRESENT AYE

4. City Manager's Report

City Manager Mark Hall thanked Mike Shook for the explanation of the last two items. He remarked that the fall season is approaching and commended the departments for their hard work. Mr. Hall said the Sales Tax Informative campaign is going well, have spoken to different groups, and been on the radio. He thanked the Chamber for putting the info on their

**COMMISSION MEETING MINUTES
TUESDAY, SEPTEMBER 14TH, 2021**

4

Website. He stated that Cleanup Week is tentatively set for October 18th – 24th. Mr. Hall noted a Staff Appreciation lunch coming up next Wednesday.

5. Comments from Commissioners and Staff

Mayor Vannoster noted that Sam Kudrick's, Director of Coffeyville Tourism, last day is tomorrow and the Chamber is having a reception for her from 1:00-4:00 pm. She noted how much she has done for Coffeyville including the bike share and the sign over Death Alley. Mayor Vannoster asked if they were still on for Cheyenne Street on Monday. Mr. Hall stated That he would check on that and said we are at the mercy of contractors for these type of projects. Commissioner Bauer noted citizens stepping up around Coffeyville including Keith Caulkins cleaning up the brick sidewalks and Mike Benning helping out by mowing Elmwood Cemetery on Saturday. He said how appreciated these things are and really help the city. Commissioner Bauer noted there was a good write-up in Sunday's Tulsa World about the Midland Theater. Commissioner York said the Cruisin' Coffeyville crew put a lot of work into the event on Saturday night. He commended the community college for their halftime ceremony for our military and first responders.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales Tax Report – August 2021
2. Building Permit Report – August 2021
3. CPD Crime Statistics – August 2021

M. ADJOURN

MOTION: Move to Adjourn

ACTION: MOTION: VANNOSTER SECOND: BAUER
ROLL CALL: ALL PRESENT AYE

Time the meeting was adjourned: 7:08 pm

Date the minutes were approved:

Melissa Carter, City Clerk

ORDINANCE NO. S-21-05

AN ORDINANCE REZONING 413 NORTH WILLOW STREET IN THE CITY OF COFFEYVILLE, KANSAS, AND AMENDING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH.

WHEREAS, the Coffeyville Planning Commission received an application from Douglas Antle, requesting certain property, as more particularly described below, be rezoned from R-1 (Single Family Residential District) to M (Mobile Home District), for the purpose of building and operating a 4-stall RV park; and

WHEREAS, pursuant to the City's Model Zoning Ordinance, at least twenty (20) days prior to the hearing, a notice of hearing was published in the official city newspaper and written notice was mailed to all owners of record of real property located within 200' feet of the property being considered for rezoning; and\

WHEREAS, the Coffeyville Planning Commission held a public hearing on September 7, 2021, regarding said rezoning request (Zoning Case No. 2021-04); and

WHEREAS, following the public hearing, the Coffeyville Planning Commission, after considering the various factors set forth in the City's Model Zoning Ordinance, recommended approval of the rezoning application.

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

SECTION 1. That the following-described property be and is hereby rezoned from R-1 (Single Family Residential District) to M (Mobile Home District), to-wit:

The North 80' of the South Half (S/2) of Lot 63, Bessy Addition to the City of Coffeyville, Montgomery County, Kansas, commonly referred to as 413 North Willow Street

SECTION 2. That the Official Zoning District Map of Coffeyville, Kansas be amended to reflect the approved rezoning of said property.

SECTION 3. That all former ordinances and any parts thereof concerned with the rezoning of this particular property in conflict herewith be and are hereby repealed.

Passed and approved this 28th day of September, 2021

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

**City of Coffeyville
Department Codings**

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

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-50202	AIR SYSTEMS PUMP SOLUTIONS, LL					
I-104848-1		CHECK VALVE X 8 - GEN 2	2,769.81			
9/28/2021	AP	DUE: 9/28/2021 DISC: 9/28/2021		1099: N		
		CHECK VALVE X 8 - GEN 2		800 5-030-620	EQUIPMENT MAINTENANCE	2,769.81
		=== VENDOR TOTALS ===	2,769.81			
=====						
01-02910	AIRGAS USA, LLC					
I-9982469602		CYLINDER RENTAL	93.15			
8/31/2021	AP	DUE: 9/30/2021 DISC: 9/30/2021		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	93.15
		=== VENDOR TOTALS ===	93.15			
=====						
01-50240	ALBERT HOGOBOOM OILFIELD TRUCK					
I-3926		FUEL TANK CLEANING X 2	1,636.00			
9/08/2021	AP	DUE: 9/08/2021 DISC: 9/08/2021		1099: N		
		FUEL TANK CLEANING X 2		360 5-000-478	PROFESSIONAL SERVICES	1,636.00
		=== VENDOR TOTALS ===	1,636.00			
=====						
01-00117	AMAZON CAPITAL SERVICES					
I-177R-7Y39-QQH7		COPY PAPER, TAPE, ENVELOPES	218.64			
9/05/2021	AP	DUE: 9/05/2021 DISC: 9/05/2021		1099: N		
		COPY PAPER X 7 CASES		010 5-131-550	OFFICE SUPPLIES	181.93
		ENVELOPES		370 5-000-550	OFFICE SUPPLIES	16.73
		DOUBLE SIDED TAPE		010 5-045-550	OFFICE SUPPLIES	19.98
I-1YFY-7HLH-LWK4		CAM SERVER HARD DRIVE X 2	979.93			
9/02/2021	AP	DUE: 9/02/2021 DISC: 9/02/2021		1099: N		
		CAM SERVER HARD DRIVE X 2		800 5-030-850	OTHER EQUIPMENT	979.93
		=== VENDOR TOTALS ===	1,198.57			
=====						
01-50625	ARTHUR J. GALLAGHER RMS, INC.					
I-3842302		AUTO, PROPERTY, LIABILITY RNW	281,285.00			
5/11/2021	AP	MANUAL CK# 038161 5/11/2021		1099: N		
		AUTO, PROPERTY, LIABILITY RNWL		010 5-017-452	INSURANCE	352.39
		AUTO, PROPERTY, LIABILITY RNWL		010 5-018-452	INSURANCE	578.72
		AUTO, PROPERTY, LIABILITY RNWL		010 5-023-452	INSURANCE	3,593.35
		AUTO, PROPERTY, LIABILITY RNWL		010 5-025-452	INSURANCE	143.53
		AUTO, PROPERTY, LIABILITY RNWL		010 5-041-452	INSURANCE	16,249.88
		AUTO, PROPERTY, LIABILITY RNWL		010 5-045-452	INSURANCE	325.18
		AUTO, PROPERTY, LIABILITY RNWL		010 5-071-452	INSURANCE	896.36
		AUTO, PROPERTY, LIABILITY RNWL		010 5-131-452	INSURANCE	51,100.15
		AUTO, PROPERTY, LIABILITY RNWL		010 5-131-489	TORT LIABILITY	16,615.00
		AUTO, PROPERTY, LIABILITY RNWL		010 5-163-452	INSURANCE	7,283.74

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-50625	ARTHUR J. GALLAGHER RMS, INC. (** CONTINUED **)					
		AUTO, PROPERTY, LIABILITY RNWL		020 5-140-452	INSURANCE	5,116.16
		AUTO, PROPERTY, LIABILITY RNWL		140 5-134-452	INSURANCE	2,803.04
		AUTO, PROPERTY, LIABILITY RNWL		360 5-000-452	INSURANCE	1,716.10
		AUTO, PROPERTY, LIABILITY RNWL		370 5-000-452	INSURANCE	2,099.34
		AUTO, PROPERTY, LIABILITY RNWL		450 5-000-452	INSURANCE	1,814.01
		AUTO, PROPERTY, LIABILITY RNWL		650 5-000-452	INSURANCE	1,763.19
		AUTO, PROPERTY, LIABILITY RNWL		670 5-000-452	INSURANCE	8,601.66
		AUTO, PROPERTY, LIABILITY RNWL		720 5-000-452	INSURANCE	650.51
		AUTO, PROPERTY, LIABILITY RNWL		760 5-000-452	INSURANCE	833.96
		AUTO, PROPERTY, LIABILITY RNWL		800 5-040-452	INSURANCE	37,934.30
		AUTO, PROPERTY, LIABILITY RNWL		900 5-026-452	INSURANCE	2,601.01
		AUTO, PROPERTY, LIABILITY RNWL		900 5-027-452	INSURANCE	5,485.11
		AUTO, PROPERTY, LIABILITY RNWL		900 5-036-452	INSURANCE	181.32
		AUTO, PROPERTY, LIABILITY RNWL		900 5-037-452	INSURANCE	2,365.56
		AUTO, PROPERTY, LIABILITY RNWL		900 5-046-452	INSURANCE	43,082.78
		AUTO, PROPERTY, LIABILITY RNWL		900 5-047-452	INSURANCE	38,258.65
		INSURANCE COMMISSION		010 5-131-452	INSURANCE	9,613.33
		INSURANCE COMMISSION		800 5-040-452	INSURANCE	9,613.33
		INSURANCE COMMISSION		900 5-046-452	INSURANCE	4,806.67
		INSURANCE COMMISSION		900 5-047-452	INSURANCE	4,806.67
		=== VENDOR TOTALS ===	281,285.00			
=====						
01-50670	ASPLUNDH TREE EXPERT COMPANY					
I-71S46321		TREE TRIMMING THRU 8/28/21	5,560.00			
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N		
		TREE TRIMMING THRU 8/28/21		800 5-020-424	CONTRACTUAL AGREEMENTS	5,560.00
I-71W83421		TREE TRIMMING THRU 9/4/21	5,633.20			
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N		
		TREE TRIMMING THRU 9/4/21		800 5-020-424	CONTRACTUAL AGREEMENTS	5,633.20
I-72M90621		TREE TRIMMING THRU 9/11/21	4,224.90			
9/17/2021	AP	DUE: 9/17/2021 DISC: 9/17/2021		1099: N		
		TREE TRIMMING THRU 9/11/21		800 5-020-424	CONTRACTUAL AGREEMENTS	4,224.90
		=== VENDOR TOTALS ===	15,418.10			
=====						
01-59780	AT&T					
I-0921316A250686		9/21 METER STN, PLEXAR, ARPRT	357.55			
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	168.95
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	82.48
		AIRPORT TELEPHONE SERVICE		360 5-000-416	COMMUNICATIONS	106.12
		=== VENDOR TOTALS ===	357.55			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-50802	AUTOMATIONDIRECT.COM, INC.						
I-12612685		TEMPERATURE SENSOR X 2	142.35				
9/13/2021	AP	DUE: 9/13/2021 DISC: 9/13/2021		1099: N			
		TEMPERATURE SENSOR X 2		800 5-030-620	EQUIPMENT MAINTENANCE	142.35	
		=== VENDOR TOTALS ===	142.35				
=====							
01-00197	B.G. & SONS						
I-202109169489		CITY LOT MOWING THRU 9/8/21	2,300.00				
9/13/2021	AP	DUE: 9/13/2021 DISC: 9/13/2021		1099: Y			
		CITY LOT MOWING THRU 9/8/21		010 5-163-424	CONTRACTUAL AGREEMENTS	2,300.00	
		=== VENDOR TOTALS ===	2,300.00				
=====							
01-50966	BARTA ANIMAL HOSPITAL						
I-358570		ALLERGY, ANTIBIOTIC SHOT-RMML	77.45				
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: Y			
		ALLERGY, ANTIBIOTIC SHOT-RMML		010 5-023-478	PROFESSIONAL SERVICES	77.45	
		=== VENDOR TOTALS ===	77.45				
=====							
01-02050	BARTLETT COOP ASSOCIATION						
I-106978		PROPANE, VALVE, CONNECTOR	63.91				
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N			
		CONNECTOR, VALVE		800 5-020-520	DEPARTMENT SUPPLIES	38.93	
		PROPANE FOR FORKLIFT		800 5-020-525	CHEMICALS/FERTILIZERS/SE	24.98	
I-107150		PROPANE FOR FORKLIFT	24.64				
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N			
		PROPANE FOR FORKLIFT		800 5-030-525	CHEMICALS/FERTILIZERS/SE	24.64	
		=== VENDOR TOTALS ===	88.55				
=====							
01-00336	BLAKE'S LUBE CENTER						
I-20214369		FULL SERVICE OIL CHANGE	54.75				
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N			
		FULL SERVICE OIL CHANGE		800 5-020-545	MOTOR FUELS/LUBRICANTS	54.75	
		=== VENDOR TOTALS ===	54.75				

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-51303	BRAINERD CHEMICAL COMPANY, INC					
I-131542		SODIUM HYDROXIDE	3,889.34			
9/08/2021	AP	DUE: 10/08/2021 DISC: 10/08/2021		1099: N		
		SODIUM HYDROXIDE		800 5-030-525	CHEMICALS/FERTILIZERS/SE	3,889.34
I-131702		MURIATIC ACID	4,840.77			
9/15/2021	AP	DUE: 10/15/2021 DISC: 10/15/2021		1099: N		
		MURIATIC ACID		800 5-030-525	CHEMICALS/FERTILIZERS/SE	4,840.77
		=== VENDOR TOTALS ===	8,730.11			
=====						
01-51307	BRENNTAG SOUTHWEST, INC.					
I-BSW325529		POLYMER	1,934.93			
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N		
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,934.93
		=== VENDOR TOTALS ===	1,934.93			
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE					
C-G22150/1		RETURN RELAY	19.36CR			
8/18/2021	AP	DUE: 8/18/2021 DISC: 8/18/2021		1099: N		
		RETURN RELAY		010 5-041-680	VEHICLE-PARTS	19.36CR
I-614773/1		SEAL, OIL PAN KIT	52.78			
8/11/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N		
		SEAL, OIL PAN KIT		900 5-036-620	EQUIPMENT MAINTENANCE	52.78
I-625970/1		SIDE VIEW MIRROR	17.46			
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N		
		SIDE VIEW MIRROR		900 5-026-680	VEHICLE-PARTS	17.46
I-626048/1		HOSE	8.38			
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N		
		HOSE		010 5-041-680	VEHICLE-PARTS	8.38
I-627175/1		BATTERY X 2	234.12			
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		BATTERY X 2		010 5-041-590	VEHICLE-EQUIP SUPPLIES	234.12
I-627176/1		DIESEL EXHAUST FLUID X 2	26.11			
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		DIESEL EXHAUST FLUID X 2		800 5-020-545	MOTOR FUELS/LUBRICANTS	26.11
I-627281/1		BATTERY CHARGER	400.00			
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		BATTERY CHARGER		010 5-041-850	OTHER EQUIPMENT	400.00

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)					
=====						
I-627457/1		HYDRAULIC FILTER	30.18			
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N		
		HYDRAULIC FILTER		010 5-163-620	EQUIPMENT MAINTENANCE	30.18
=====						
I-628704/1		HYDRAULIC HOSE, FITTINGS	134.50			
9/19/2021	AP	DUE: 10/19/2021 DISC: 10/19/2021		1099: N		
		HYDRAULIC HOSE, FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	134.50
=====						
I-628810/1		HYDRAULIC HOSE, FITTINGS	111.14			
9/20/2021	AP	DUE: 10/20/2021 DISC: 10/20/2021		1099: N		
		HYDRAULIC HOSE, FITTINGS		370 5-000-620	EQUIPMENT MAINTENANCE	111.14
		=== VENDOR TOTALS ===	995.31			
=====						
01-01040	CITY OF COFFEYVILLE					
=====						
I-202109219499		ELECTRIC UTILITIES	4,587.48			
9/15/2021	AP	DUE: 10/15/2021 DISC: 10/15/2021		1099: N		
		MACHINE SHOP		800 5-030-494	UTILITIES	804.85
		BASEMENT		800 5-030-494	UTILITIES	3,623.00
		TOWER #3		800 5-030-494	UTILITIES	159.63
		=== VENDOR TOTALS ===	4,587.48			
=====						
01-01043	CITY OF COFFEYVILLE					
=====						
I-2021-3		3Q21 LIQUOR TAX DISTRIBUTION	2,358.80			
9/15/2021	AP	DUE: 9/15/2021 DISC: 9/15/2021		1099: N		
		3Q21 LIQUOR TAX DISTRIBUTION		110 5-760-432	REIMBURSED EXPENSE	2,358.80
		=== VENDOR TOTALS ===	2,358.80			
=====						
01-01146	CITY OF DEARING					
=====						
I-202109169490		8/21 FRANCHISE FEE	182.60			
8/31/2021	AP	DUE: 9/30/2021 DISC: 9/30/2021		1099: N		
		8/21 FRANCHISE FEE		800 5-020-430	DEARING FRANCHISE PAYMEN	182.60
		=== VENDOR TOTALS ===	182.60			
=====						
01-00870	COFFEYVILLE FEED AND FARM SUPP					
=====						
I-809837		CLUTCH DRUM, CLUTCH ASSY	59.84			
9/01/2021	AP	DUE: 10/01/2021 DISC: 10/01/2021		1099: N		
		CLUTCH DRUM, CLUTCH ASSY		010 5-163-620	EQUIPMENT MAINTENANCE	59.84

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-00870	COFFEYVILLE FEED AND FARM SUPP(** CONTINUED **)					
=====						
I-810791		MOTOMIX FOR CHAINSAW	31.99			
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N		
		MOTOMIX FOR CHAINSAW		010 5-041-545	MOTOR FUELS/LUBRICANTS	31.99
=== VENDOR TOTALS ===			91.83			
=====						
01-00871	COFFEYVILLE FEED AND FARM SUPP					
=====						
I-811038		CHAINSAW REPAIR	27.38			
9/16/2021	AP	DUE: 9/16/2021 DISC: 9/16/2021		1099: N		
		CHAINSAW REPAIR		800 5-020-620	EQUIPMENT MAINTENANCE	27.38
=== VENDOR TOTALS ===			27.38			
=====						
01-00930	COFFEYVILLE JOURNAL					
=====						
I-202109169491		ANNUAL SUBSCRIPTION RENEWAL-P	44.95			
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N		
		ANNUAL SUBSCRIPTION RENEWAL-PD		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	44.95
=== VENDOR TOTALS ===			44.95			
=====						
01-01000	COFFEYVILLE REGIONAL MEDICAL C					
=====						
I-10		POST-ACCIDENT DRUG SCREEN	50.00			
9/17/2021	AP	DUE: 10/17/2021 DISC: 10/17/2021		1099: N		
		POST-ACCIDENT DRUG SCREEN		010 5-163-478	PROFESSIONAL SERVICES	50.00
=== VENDOR TOTALS ===			50.00			
=====						
01-52154	COMMERCIAL BANK					
=====						
I-8		FIRE TRUCK PURCHASE P & I	30,023.18			
9/16/2021	AP	DUE: 9/16/2021 DISC: 9/16/2021		1099: N		
		FIRE TRK PURCHASE-PRINCIPAL		500 5-041-950	LOAN PAYMENTS-PRINCIPAL	24,317.71
		FIRE TRK PURCHASE-INTEREST		500 5-041-940	LOAN PAYMENTS-INTEREST	5,705.47
=== VENDOR TOTALS ===			30,023.18			
=====						
01-01069	COMMUNITY HEALTH CENTER OF SEK					
=====						
I-202109219500		PRE-EMPLOYMENT PX, DRUG SCRIN	327.00			
9/13/2021	AP	DUE: 9/13/2021 DISC: 9/13/2021		1099: Y		
		PRE-EMPLOYMENT PHYSICAL		010 5-163-478	PROFESSIONAL SERVICES	155.00
		PRE-EMPLOYMENT PHYSICAL		370 5-000-478	PROFESSIONAL SERVICES	50.00
		PRE-EMPLOYMENT PHYSICAL		450 5-000-478	PROFESSIONAL SERVICES	86.00
		POST-ACCIDENT DRUG SCREEN		010 5-163-478	PROFESSIONAL SERVICES	36.00
=== VENDOR TOTALS ===			327.00			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-52347	CORE & MAIN LP						
I-P419380		YARD HYDRANT X 7, CLAMP X 4	2,003.54				
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: N			
		YARD HYDRANT X 7		900 5-026-850	OTHER EQUIPMENT		1,024.42
		REPAIR CLAMP X 4		900 5-026-555	PLUMBING SUPPLIES		979.12
I-P492628		TOP SECTION FOR VALVE BOX X 6	379.62				
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: N			
		TOP SECTION FOR VALVE BOX X 6		900 5-026-555	PLUMBING SUPPLIES		379.62
I-P519265		REPAIR CLAMP X 16	1,871.56				
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: N			
		REPAIR CLAMP X 16		900 5-026-555	PLUMBING SUPPLIES		1,871.56
		=== VENDOR TOTALS ===	4,254.72				
=====							
01-01090	COUNTRY MART						
I-202109219498		MEAT/CHEESE/FRUIT-THOMAS RTRM	201.41				
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N			
		MEAT/CHEESE/FRUIT-THOMAS RTRMN		800 5-020-521	SPECIAL EVENTS		201.41
		=== VENDOR TOTALS ===	201.41				
=====							
01-57405	COX BUSINESS SERVICES						
I-202109219501		9/21 CONSOLIDATED BILLING	4,530.07				
9/18/2021	AP	DUE: 10/18/2021 DISC: 10/18/2021		1099: N			
		9/21 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL/SERVICE		3,500.00
		PRIMARY RATE INTERFACE LINES		010 5-131-416	COMMUNICATIONS		451.72
		PRIMARY RATE INTERFACE LINES		900 5-046-416	COMMUNICATIONS		16.73
		PRIMARY RATE INTERFACE LINES		800 5-040-416	COMMUNICATIONS		242.59
		PRIMARY RATE INTERFACE LINES		760 5-000-416	COMMUNICATIONS		8.37
		PRIMARY RATE INTERFACE LINES		370 5-000-416	COMMUNICATIONS		25.10
		PRIMARY RATE INTERFACE LINES		900 5-037-416	COMMUNICATIONS		33.46
		PRIMARY RATE INTERFACE LINES		720 5-000-416	COMMUNICATIONS		16.73
		PRIMARY RATE INTERFACE LINES		900 5-036-416	COMMUNICATIONS		25.10
		PRIMARY RATE INTERFACE LINES		900 5-026-416	COMMUNICATIONS		16.72
		ELECTRIC ADMIN TELEPHONE SVC		800 5-040-416	COMMUNICATIONS		38.93
		DIGITAL ADAPTER RENTAL		900 5-036-448	EQUIPMENT-RENTAL/SERVICE		1.61
		HGC TELEPHONE SERVICE		370 5-000-416	COMMUNICATIONS		38.93
		CEMETERY TELEPHONE SERVICE		010 5-163-416	COMMUNICATIONS		42.07
		ELECTRIC DISTRIBUTION CABLE		800 5-020-448	EQUIPMENT-RENTAL/SERVICE		25.85
		EMERGENCY SERVICES CABLE		010 5-023-448	EQUIPMENT-RENTAL/SERVICE		23.08
		EMERGENCY SERVICES CABLE		010 5-041-448	EQUIPMENT-RENTAL/SERVICE		23.08
		=== VENDOR TOTALS ===	4,530.07				

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-51732		CUMMINS CENTRAL POWER, LLC					
I-J1-65919		WATER PUMP KIT	213.00				
9/17/2021	AP	DUE: 9/17/2021 DISC: 9/17/2021		1099: N			
		WATER PUMP KIT		760 5-000-620	EQUIPMENT MAINTENANCE	213.00	
=== VENDOR TOTALS ===			213.00				
=====							
01-01212		CUT IT OUT TREE TRIMMING & LAW					
I-537165		ABATEMENT X 5 PROPERTIES	240.00				
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: Y			
		ABATEMENT-409 W 5TH		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00	
		ABATEMENT-719 W 9TH		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00	
		ABATEMENT-206 S CENTRAL		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00	
		ABATEMENT-1606 S ELMWOOD		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00	
		ABATEMENT-209 W 15TH		700 5-000-424	CONTRACTUAL AGREEMENTS	80.00	
=== VENDOR TOTALS ===			240.00				
=====							
01-52924		DESIGNS UNLIMITED					
I-7314		STAFF SHIRT X 13	290.08				
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: N			
		STAFF SHIRT X 13		370 5-000-515	CLOTHING	290.08	
=== VENDOR TOTALS ===			290.08				
=====							
01-01175		DIGITAL CONNECTIONS, INC.					
I-55000		PP, ED MAINT AGREEMENT, COPIE	87.95				
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N			
		PP MAINT AGREEMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	47.14	
		ED MAINT AGREEMENT, COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	40.81	
I-55062		PD MAINT AGREEMENT, COPIES	45.05				
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N			
		PD MAINT AGREEMENT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	45.05	
=== VENDOR TOTALS ===			133.00				
=====							
01-52983		DIVERSIFIED TURF SERVICES LTD					
I-1203		DEEP TINE AERIFICATION	2,028.00				
9/08/2021	AP	DUE: 9/08/2021 DISC: 9/08/2021		1099: N			
		DEEP TINE AERIFICATION		370 5-000-478	PROFESSIONAL SERVICES	2,028.00	
=== VENDOR TOTALS ===			2,028.00				

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-01267 DUSTY'S UNLOCK SERVICE							
I-80		REKEY CYLINDER, KNOBS	152.50				
9/07/2021	AP	DUE: 9/07/2021 DISC: 9/07/2021		1099: Y			
		REKEY CYLINDER, KNOBS		360 5-000-478	PROFESSIONAL SERVICES	152.50	
		=== VENDOR TOTALS ===	152.50				
=====							
01-53189 EDNA DIESEL & AUTO REPAIR, LLC							
I-15724		SENSOR, CONTROL VALVE, LABOR	1,278.24				
7/23/2021	AP	DUE: 7/23/2021 DISC: 7/23/2021		1099: Y			
		SENSOR, CONTROL VALVE		800 5-020-680	VEHICLE-PARTS	565.74	
		R/R SENSOR, CONTROL VALVE		800 5-020-690	VEHICLE-LABOR	712.50	
		=== VENDOR TOTALS ===	1,278.24				
=====							
01-53262 EMERT CHUBB REYNOLDS, LLC							
I-2675		DEFENDANT ATTORNEY 21-5995	300.00				
9/17/2021	AP	DUE: 9/17/2021 DISC: 9/17/2021		1099: Y			
		DEFENDANT ATTORNEY 21-5995		010 5-013-478	PROFESSIONAL SERVICES	300.00	
		=== VENDOR TOTALS ===	300.00				
=====							
01-53299 ENVIRONMENTAL & PROCESS SYSTEM							
I-1K2109-08		SULZER/ABS PUMP-ASBURY LIFT	6,373.04				
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: N			
		SULZER/ABS PUMP-ASBURY LIFT		900 5-027-850	OTHER EQUIPMENT	6,373.04	
		=== VENDOR TOTALS ===	6,373.04				
=====							
01-53307 ENVIRONMENTAL PRODUCTS & ACCES							
I-253898		LEADER HOSE PROTECTOR	56.63				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADER HOSE PROTECTOR		900 5-027-680	VEHICLE-PARTS	56.63	
I-253951		LEADER HOSE	165.11				
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: N			
		LEADER HOSE		900 5-027-680	VEHICLE-PARTS	165.11	
		=== VENDOR TOTALS ===	221.74				

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-53435	FASTENAL COMPANY						
I-KSCOF106474		BATTERIES- D, AA	14.45				
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N			
		BATTERIES- D, AA		800 5-030-505	BATTERIES-NON VEHICLES	14.45	
I-KSCOF106478		BOTTLED WATER X 10 CASES	28.80				
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N			
		BOTTLED WATER X 10 CASES		900 5-027-520	DEPARTMENT SUPPLIES	28.80	
I-KSCOF106479		CAP SCREW X 25	14.41				
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N			
		CAP SCREW X 25		010 5-163-680	VEHICLE-PARTS	14.41	
I-KSCOF106489		EAR PLUG X 200	11.76				
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N			
		EAR PLUG X 200		010 5-163-570	SAFETY EQUIPMENT	11.76	
I-KSCOF106492		WASHER	3.50				
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N			
		WASHER		010 5-163-620	EQUIPMENT MAINTENANCE	3.50	
I-KSCOF106527		SHEARS, SCREWS, LOCK NUTS	52.41				
9/15/2021	AP	DUE: 10/15/2021 DISC: 10/15/2021		1099: N			
		SHEARS		900 5-037-580	TOOLS	41.06	
		SCREWS, LOCK NUTS		900 5-037-620	EQUIPMENT MAINTENANCE	11.35	
I-KSCOF106556		DRILL BITS	17.20				
9/17/2021	AP	DUE: 10/17/2021 DISC: 10/17/2021		1099: N			
		DRILL BITS		800 5-020-520	DEPARTMENT SUPPLIES	17.20	
		=== VENDOR TOTALS ===	142.53				
=====							
01-53374	FBI-LEEDA						
I-200059375		LEADERSHIP TRNG-REXWINKLE	695.00				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADERSHIP TRNG-REXWINKLE		250 5-000-428	CONFERENCES-SCHOOLS	695.00	
I-200059376		LEADERSHIP TRNG-VARGAS	695.00				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADERSHIP TRNG-VARGAS		250 5-000-428	CONFERENCES-SCHOOLS	695.00	
I-200059377		LEADERSHIP TRNG-RANDALL	695.00				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADERSHIP TRNG-RANDALL		250 5-000-428	CONFERENCES-SCHOOLS	695.00	
I-200059378		LEADERSHIP TRNG-DAILY	695.00				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADERSHIP TRNG-DAILY		250 5-000-428	CONFERENCES-SCHOOLS	695.00	

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-53374	FBI-LEEDA	(** CONTINUED **)					
I-200059379		LEADERSHIP TRNG-MALES	695.00				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADERSHIP TRNG-MALES		250 5-000-428	CONFERENCES-SCHOOLS	695.00	
I-200059382		LEADERSHIP TRNG-R. YELL	695.00				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADERSHIP TRNG-R. YELL		250 5-000-428	CONFERENCES-SCHOOLS	695.00	
I-200059396		LEADERSHIP TRNG-YORK	695.00				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADERSHIP TRNG-YORK		250 5-000-428	CONFERENCES-SCHOOLS	695.00	
I-200059398		LEADERSHIP TRNG-RELPH	695.00				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		LEADERSHIP TRNG-RELPH		250 5-000-428	CONFERENCES-SCHOOLS	695.00	
		=== VENDOR TOTALS ===	5,560.00				
=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY,						
I-628387-1		DUST MOP HEAD	18.53				
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N			
		DUST MOP HEAD		800 5-030-520	DEPARTMENT SUPPLIES	18.53	
I-628387-2		DUST MOP HEADS, CUPS	206.25				
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N			
		DUST MOP HEADS, CUPS		800 5-030-520	DEPARTMENT SUPPLIES	206.25	
I-628710		DISPOSABLE FACE MASK X 100	8.30				
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N			
		DISPOSABLE FACE MASK X 100		900 5-027-570	SAFETY EQUIPMENT	8.30	
I-628858		WASP SPRAY	43.93				
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N			
		WASP SPRAY		010 5-163-520	DEPARTMENT SUPPLIES	43.93	
I-628968		BRUSH X 2, HANDLE X 2	39.94				
9/15/2021	AP	DUE: 10/15/2021 DISC: 10/15/2021		1099: N			
		BRUSH X 2, HANDLE X 2		010 5-041-520	DEPARTMENT SUPPLIES	39.94	
I-629165		WIPES, NITRILE GLOVES, TOWELS	93.75				
9/17/2021	AP	DUE: 10/17/2021 DISC: 10/17/2021		1099: N			
		WIPES, NITRILE GLOVES, TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	93.75	
I-629217		LINERS, WIPES	93.66				
9/20/2021	AP	DUE: 10/20/2021 DISC: 10/20/2021		1099: N			
		LINERS, WIPES		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	93.66	
		=== VENDOR TOTALS ===	504.36				

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-53710	FRAZEE VETERINARY CONSULTING					
I-202109169493		ALLERGY MEDICINE-HARLEY	100.00			
9/08/2021	AP	DUE: 9/08/2021 DISC: 9/08/2021		1099: N		
		ALLERGY MEDICINE-HARLEY		010 5-023-520	DEPARTMENT SUPPLIES	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-53743	G & G DOZER LLC					
I-13885		DROP OFF 1ST/UNION	450.00			
6/17/2021	AP	DUE: 7/17/2021 DISC: 7/17/2021		1099: Y		
		DROP OFF 1ST/UNION		700 5-000-424	CONTRACTUAL AGREEMENTS	450.00
I-14162		20 YD ROLL OFF-908 BOOTHBY	350.00			
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: Y		
		20 YD ROLL OFF-908 BOOTHBY		700 5-000-424	CONTRACTUAL AGREEMENTS	350.00
		=== VENDOR TOTALS ===	800.00			
=====						
01-54017	GRAND RIVER DAM AUTHORITY					
I-59,338		8/21 POWER PURCHASE	3,138,941.80			
9/02/2021	AP	DRAFT 9/23/2021		1099: N		
		8/21 POWER PURCHASE-MESSER		800 5-070-538	ENERGY-PURCHASE FIRM	2,351,222.51
		8/21 POWER PURCHASE-CITY		800 5-030-538	ENERGY-PURCHASE FIRM	796,938.29
		8/21 MARGINAL GROWTH		840 4-180-213	GRDA MARGINAL GROWTH CRE	9,234.00CR
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	3,138,941.80			
=====						
01-01620	GREEN ACRES GARDEN CENTER, INC					
I-15184		PLANT FOR WAYNE JONES SERVICE	55.00			
8/31/2021	AP	DUE: 9/30/2021 DISC: 9/30/2021		1099: N		
		PLANT FOR WAYNE JONES SERVICE		800 5-030-521	SPECIAL EVENTS	55.00
		=== VENDOR TOTALS ===	55.00			
=====						
01-01617	GRUNDY'S AUTOMOTIVE					
I-202109169494		WATER PUMP, SEALS, LABOR	434.48			
9/08/2021	AP	DUE: 9/08/2021 DISC: 9/08/2021		1099: Y		
		WATER PUMP, SEALS, BELT		010 5-025-680	VEHICLE-PARTS	264.48
		R/R WATER PUMP, SEALS, BELT		010 5-025-690	VEHICLE-LABOR	170.00
		=== VENDOR TOTALS ===	434.48			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-01680	HALL, LEVY, DEVORE, BELL,						
I-202109219502		8/21 CITY PROSECUTOR	1,337.50				
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: Y			
		8/21 CITY PROSECUTOR		010 5-013-478	PROFESSIONAL SERVICES	1,337.50	
I-202109219503		8/21 LEGAL SERVICES	3,200.00				
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: Y			
		8/21 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	3,200.00	
		=== VENDOR TOTALS ===	4,537.50				
=====							
01-54323	HAWKINS, INC.						
I-6019469		COAGULANT	3,849.11				
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: N			
		COAGULANT		900 5-036-525	CHEMICALS/FERTILIZERS/SE	3,849.11	
I-6021490		COAGULANT	2,349.02				
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: N			
		COAGULANT		900 5-036-525	CHEMICALS/FERTILIZERS/SE	2,349.02	
		=== VENDOR TOTALS ===	6,198.13				
=====							
01-54370	HEIMAN, INC.						
I-0901765-IN		NOZZLE	49.40				
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N			
		NOZZLE		010 5-041-590	VEHICLE-EQUIP SUPPLIES	49.40	
		=== VENDOR TOTALS ===	49.40				
=====							
01-01750	HEYMANN IRON & METAL						
I-16806		REBAR	17.52				
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N			
		REBAR		800 5-020-520	DEPARTMENT SUPPLIES	17.52	
		=== VENDOR TOTALS ===	17.52				
=====							
01-01770	HILLCREST GOLF COURSE PETTY CA						
I-1550		11 CASES OF BEER FROM BEST BV	250.65				
9/08/2021	AP	DUE: 10/08/2021 DISC: 10/08/2021		1099: N			
		11 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	250.65	
I-1551		8 CASES OF BEER FROM LDF SALE	184.90				
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N			
		8 CASES OF BEER FROM LDF SALES		370 5-000-506	BEER-GOLF COURSE	184.90	
		=== VENDOR TOTALS ===	435.55				

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-54630 HUGO'S INDUSTRIAL SUPPLY, INC.						
=====						
I-267310		TONER CARTRIDGE X 2	212.98			
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		TONER CARTRIDGE X 2		010 5-023-550	OFFICE SUPPLIES	212.98
=== VENDOR TOTALS ===			212.98			
=====						
01-54685 IBT, INC.						
=====						
I-7899573		WHEEL BEARING X 2	19.28			
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N		
		WHEEL BEARING X 2		900 5-036-620	EQUIPMENT MAINTENANCE	19.28
=== VENDOR TOTALS ===			19.28			
=====						
01-01566 J. GRAHAM CONSTRUCTION, INC.						
=====						
I-202109209495		PAY #9-10TH ST SIDEWALK CNSTR	13,264.20			
7/28/2021	AP	DUE: 7/28/2021 DISC: 7/28/2021		1099: N		
		PAY #9-10TH ST SIDEWALK CNSTR		520 5-220-868	STREET IMPROVEMENTS	13,264.20
=====						
I-202109219496		FINAL-10TH ST SIDEWALK CNSTR	42,016.60			
9/08/2021	AP	DUE: 9/08/2021 DISC: 9/08/2021		1099: N		
		FINAL-10TH ST SIDEWALK CNSTR		520 5-220-868	STREET IMPROVEMENTS	42,016.60
=====						
I-202109229506		PAY #11-HIGHLAND ROAD CNSTRCT	13,939.27			
9/20/2021	AP	DUE: 9/20/2021 DISC: 9/20/2021		1099: N		
		PAY #11-HIGHLAND ROAD CNSTRCTN		520 5-220-868	STREET IMPROVEMENTS	13,939.27
=== VENDOR TOTALS ===			69,220.07			
=====						
01-55177 JACKSON LEWIS P.C.						
=====						
I-7843198		8/21 LEGAL SERVICES	320.00			
9/07/2021	AP	DUE: 9/07/2021 DISC: 9/07/2021		1099: Y		
		8/21 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	320.00
=== VENDOR TOTALS ===			320.00			
=====						
01-01642 JON'S TIRE & WHEEL LLC						
=====						
I-11035		13" CARLISLE SMOOTH	35.25			
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: Y		
		13" CARLISLE SMOOTH		010 5-163-575	TIRES & TUBES	35.25
=====						
I-11076		TIRE REPAIR	14.00			
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: Y		
		TIRE REPAIR		010 5-023-575	TIRES & TUBES	14.00

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-01642	JON'S TIRE & WHEEL LLC (** CONTINUED **)					
I-11108		CARLISLE TIRE	241.15			
9/16/2021	AP	DUE: 9/16/2021 DISC: 9/16/2021		1099: Y		
		CARLISLE TIRE		800 5-020-575	TIRES & TUBES	241.15
I-11122		TIRE REPAIR	15.33			
9/17/2021	AP	DUE: 9/17/2021 DISC: 9/17/2021		1099: Y		
		TIRE REPAIR		800 5-020-575	TIRES & TUBES	15.33
		=== VENDOR TOTALS ===	305.73			
=====						
01-55880	KANSAS STATE FIREFIGHTERS ASSO					
I-00072		ESSENTIALS OF FIRE FIGHTING	101.25			
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		ESSENTIALS OF FIRE FIGHTING		010 5-041-444	DUES/SUBSCRIPTION/PUBLIC	101.25
I-00205		ESSENTIALS OF FIRE FIGHTING	202.50			
9/08/2021	AP	DUE: 10/08/2021 DISC: 10/08/2021		1099: N		
		ESSENTIALS OF FIRE FIGHTING		010 5-041-444	DUES/SUBSCRIPTION/PUBLIC	202.50
		=== VENDOR TOTALS ===	303.75			
=====						
01-55740	KMGA GAS SUPPLY OPERATING FUND					
I-KMGA-CO-2021-08		8/21-ESTIMATED GAS CHGS	233,596.54			
9/08/2021	AP	DUE: 10/08/2021 DISC: 10/08/2021		1099: N		
		8/21-ESTIMATED GAS CHGS		800 5-030-535	FUEL-GAS PURCHASE	233,596.54
		=== VENDOR TOTALS ===	233,596.54			
=====						
01-56100	KRIZ-DAVIS COMPANY					
I-922787333		WIRE PULLING TAPE	1,064.14			
9/08/2021	AP	DUE: 10/08/2021 DISC: 10/08/2021		1099: N		
		WIRE PULLING TAPE		800 5-020-520	DEPARTMENT SUPPLIES	1,064.14
		=== VENDOR TOTALS ===	1,064.14			
=====						
01-02180	LIBRARY TREASURER					
I-2021-4		4TH TAX DISTRIBUTION	30,333.70			
9/20/2021	AP	DUE: 10/20/2021 DISC: 10/20/2021		1099: N		
		4TH TAX DISTRIBUTION		020 5-000-412	BUDGETED PAYMENTS	30,333.70
		=== VENDOR TOTALS ===	30,333.70			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-56692 M & M CONTROL SERVICE, INC.						
I-INV213188		PRESSURE SWITCH X 2-BLOWER #4	1,517.50			
9/01/2021	AP	DUE: 9/01/2021 DISC: 9/01/2021		1099: N		
		PRESSURE SWITCH X 2-BLOWER #4		800 5-030-620	EQUIPMENT MAINTENANCE	1,517.50
=== VENDOR TOTALS ===			1,517.50			
=====						
01-56909 METRO COURIER, INC.						
I-8009		LAB TEST TO KDHE	16.60			
8/31/2021	AP	DUE: 8/31/2021 DISC: 8/31/2021		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	16.60
=== VENDOR TOTALS ===			16.60			
=====						
01-57098 MIDWEST METER, INC.						
I-0135546-IN		METER X 12	1,743.86			
9/02/2021	AP	DUE: 9/02/2021 DISC: 9/02/2021		1099: N		
		METER X 12		900 5-026-840	METERS/INSTR/TRANFRMRS	1,743.86
=== VENDOR TOTALS ===			1,743.86			
=====						
01-57100 MIDWEST MINERALS, LLC						
I-532175		30.34 TON OF AB-3	297.33			
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N		
		30.34 TON OF AB-3		900 5-027-565	ROCK-SAND-DIRT	297.33
I-532176		13.63 TON OF AB-3	133.58			
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N		
		13.63 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	133.58
I-533713		20.65 TON OF AB-3	202.37			
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N		
		20.65 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	202.37
=== VENDOR TOTALS ===			633.28			
=====						
01-02570 MONTGOMERY COUNTY HEALTH DEPAR						
I-6794		HEP A, B VACCINE - B. DODSON	129.00			
9/01/2021	AP	DUE: 10/01/2021 DISC: 10/01/2021		1099: N		
		HEP A, B VACCINE - B. DODSON		800 5-020-478	PROFESSIONAL SERVICES	129.00
=== VENDOR TOTALS ===			129.00			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-02606	MTB LAWN & GARDEN SERVICE					
I-AUGUST 2021		8/21 AIRPORT MOWING	1,485.00			
9/03/2021	AP	DUE: 9/03/2021 DISC: 9/03/2021		1099: Y		
		8/21 AIRPORT MOWING		360 5-000-478	PROFESSIONAL SERVICES	1,485.00
		=== VENDOR TOTALS ===	1,485.00			
=====						
01-02689	NO LIMIT POWERSPORTS - JON'S					
I-3710		DECK BUSHING X 4	8.80			
8/31/2021	AP	DUE: 8/31/2021 DISC: 8/31/2021		1099: N		
		DECK BUSHING X 4		010 5-163-620	EQUIPMENT MAINTENANCE	8.80
I-3741		BUSHING X 2, SPRING X 2	35.70			
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: N		
		BUSHING X 6, SPRING		010 5-163-620	EQUIPMENT MAINTENANCE	17.85
		BUSHING X 6, SPRING		010 5-163-620	EQUIPMENT MAINTENANCE	17.85
		=== VENDOR TOTALS ===	44.50			
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.					
C-0144-431392		RETURN STARTER	295.14CR			
9/02/2021	AP	DUE: 9/02/2021 DISC: 9/02/2021		1099: N		
		RETURN STARTER		010 5-163-620	EQUIPMENT MAINTENANCE	295.14CR
C-0144-433281		BATTERY CORE CREDIT X 2	36.00CR			
9/13/2021	AP	DUE: 9/13/2021 DISC: 9/13/2021		1099: N		
		BATTERY CORE CREDIT X 2		010 5-163-590	VEHICLE-EQUIP SUPPLIES	36.00CR
C-0144-433634		CORE CREDIT X 3	192.00CR			
9/15/2021	AP	DUE: 9/15/2021 DISC: 9/15/2021		1099: N		
		BRAKE BOOSTER CORE CREDIT		010 5-163-680	VEHICLE-PARTS	49.00CR
		POWER STRNG PUMP CORE CREDIT		010 5-163-680	VEHICLE-PARTS	33.00CR
		STEERING GEAR BOX CORE CREDIT		010 5-163-680	VEHICLE-PARTS	110.00CR
I-0144-431372		STARTER	295.14			
9/02/2021	AP	DUE: 10/02/2021 DISC: 10/02/2021		1099: N		
		STARTER		010 5-163-620	EQUIPMENT MAINTENANCE	295.14
I-0144-432170		FUSE, BOLT, SPACER, SOLDER	24.26			
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N		
		FUSE, BOLT, SPACER, SOLDER		010 5-163-680	VEHICLE-PARTS	24.26
I-0144-432190		BRAKE BOOSTER	261.64			
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N		
		BRAKE BOOSTER		010 5-163-680	VEHICLE-PARTS	261.64

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.	(** CONTINUED **)				
I-0144-432579		BATTERY X 2	283.78			
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N		
		BATTERY X 2		010 5-163-590	VEHICLE-EQUIP SUPPLIES	283.78
I-0144-432588		ENGINE CLEANER, LUBRICANT	13.48			
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N		
		ENGINE CLEANER, LUBRICANT		010 5-163-545	MOTOR FUELS/LUBRICANTS	13.48
I-0144-433406		GREASE NEEDLE, 5W30 OIL	15.31			
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N		
		GREASE NEEDLE		800 5-030-580	TOOLS	5.46
		5W30 OIL		800 5-030-545	MOTOR FUELS/LUBRICANTS	9.85
I-0144-433450		OIL SEAL	15.85			
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N		
		OIL SEAL		900 5-037-620	EQUIPMENT MAINTENANCE	15.85
I-0144-433528		ANTIFREEZE	15.99			
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N		
		ANTIFREEZE		010 5-023-590	VEHICLE-EQUIP SUPPLIES	15.99
I-0144-433625		OIL FILTER	7.19			
9/15/2021	AP	DUE: 10/15/2021 DISC: 10/15/2021		1099: N		
		OIL FILTER		010 5-023-680	VEHICLE-PARTS	7.19
I-0144-433639		FUEL STABILIZER	35.99			
9/15/2021	AP	DUE: 10/15/2021 DISC: 10/15/2021		1099: N		
		FUEL STABILIZER		900 5-037-545	MOTOR FUELS/LUBRICANTS	35.99
I-0144-433770		WIPER FLUID X 12	28.68			
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N		
		WIPER FLUID X 12		010 5-163-590	VEHICLE-EQUIP SUPPLIES	28.68
I-0144-433833		MOTOR OIL X 2	57.90			
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N		
		MOTOR OIL X 2		010 5-041-545	MOTOR FUELS/LUBRICANTS	57.90
I-0144-434072		TAILGATE HANDLE	8.84			
9/17/2021	AP	DUE: 10/17/2021 DISC: 10/17/2021		1099: N		
		TAILGATE HANDLE		010 5-163-590	VEHICLE-EQUIP SUPPLIES	8.84
I-0144-434335		BATTERY	143.24			
9/19/2021	AP	DUE: 10/19/2021 DISC: 10/19/2021		1099: N		
		BATTERY		010 5-023-590	VEHICLE-EQUIP SUPPLIES	143.24
I-0144-434578		BATTERY	133.36			
9/21/2021	AP	DUE: 10/21/2021 DISC: 10/21/2021		1099: N		
		BATTERY		010 5-018-590	VEHICLE EQUIP SUPPLIES	133.36
=== VENDOR TOTALS ===			817.51			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-02700	O.K. ELECTRIC WORKS, INC.						
I-14956		UNIT #9 PUMP REPAIR	120.00				
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N			
		UNIT #9 PUMP REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	120.00	
		=== VENDOR TOTALS ===	120.00				
=====							
01-02727	ORSCHELN COFFEYVILLE 36						
I-010049		PIPE, STRAP	24.98				
9/01/2021	AP	DUE: 9/01/2021 DISC: 9/01/2021		1099: N			
		PIPE, STRAP		760 5-000-520	DEPARTMENT SUPPLIES	24.98	
I-010440		20 X 40 TARP	69.99				
9/02/2021	AP	DUE: 9/02/2021 DISC: 9/02/2021		1099: N			
		20 X 40 TARP		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	69.99	
I-011939		80# CONCRETE MIX X 4	19.96				
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: N			
		80# CONCRETE MIX X 4		010 5-163-510	CEMENT & ASPHALT	19.96	
I-016837		SPRAY PAINT	6.49				
8/18/2021	AP	DUE: 8/18/2021 DISC: 8/18/2021		1099: N			
		SPRAY PAINT		760 5-000-520	DEPARTMENT SUPPLIES	6.49	
I-016872		WASP SPRAY X 5	17.45				
8/18/2021	AP	DUE: 8/18/2021 DISC: 8/18/2021		1099: N			
		WASP SPRAY X 5		010 5-163-520	DEPARTMENT SUPPLIES	17.45	
I-016989		WASP SPRAY X 2	6.98				
8/18/2021	AP	DUE: 8/18/2021 DISC: 8/18/2021		1099: N			
		WASP SPRAY X 2		010 5-163-520	DEPARTMENT SUPPLIES	6.98	
I-017333		HYDRAULIC FLUID	59.99				
8/20/2021	AP	DUE: 8/20/2021 DISC: 8/20/2021		1099: N			
		HYDRAULIC FLUID		900 5-027-545	MOTOR FUELS/LUBRICANTS	59.99	
I-018257		SCREWDRIVER SET, TIRE TUBE	33.98				
8/24/2021	AP	DUE: 8/24/2021 DISC: 8/24/2021		1099: N			
		SCREWDRIVER SET		010 5-041-580	TOOLS	29.99	
		TIRE TUBE		010 5-041-575	TIRES & TUBES	3.99	
I-018694		BUCKET, LID	6.68				
8/26/2021	AP	DUE: 8/26/2021 DISC: 8/26/2021		1099: N			
		BUCKET, LID		760 5-000-520	DEPARTMENT SUPPLIES	6.68	
I-018736		K9 FOOD	71.99				
8/26/2021	AP	DUE: 8/26/2021 DISC: 8/26/2021		1099: N			
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	71.99	

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-02727	ORSCHLH COFFEYVILLE 36	(** CONTINUED **)				
=====						
I-019524		BOTTLED WATER X 4 CASES	15.96			
8/30/2021	AP	DUE: 8/30/2021 DISC: 8/30/2021		1099: N		
		BOTTLED WATER X 4 CASES		760 5-000-520	DEPARTMENT SUPPLIES	15.96
=====						
I-019752		HOSE CLAMP	2.99			
8/31/2021	AP	DUE: 8/31/2021 DISC: 8/31/2021		1099: N		
		HOSE CLAMP		450 5-000-555	PLUMBING SUPPLIES	2.99
=====						
I-025671		AIR BLOW GUN X 2	19.98			
8/25/2021	AP	DUE: 8/25/2021 DISC: 8/25/2021		1099: N		
		AIR BLOW GUN X 2		010 5-163-580	TOOLS	19.98
=====						
		=== VENDOR TOTALS ===	357.42			
=====						
01-58037	PACE ANALYTICAL SERVICES, INC.					
=====						
I-2160140743		LAB TEST FOR WWTP	155.00			
9/09/2021	AP	DUE: 10/09/2021 DISC: 10/09/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	155.00
=====						
I-2160140855		LAB TEST FOR WWTP	128.00			
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
=====						
I-2160141183		LAB TEST FOR WWTP	185.00			
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	185.00
=====						
I-2160141365		LAB TEST FOR WWTP	223.00			
9/17/2021	AP	DUE: 10/17/2021 DISC: 10/17/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	223.00
=====						
I-2160141451		LAB TEST FOR WWTP	128.00			
9/20/2021	AP	DUE: 10/20/2021 DISC: 10/20/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
=====						
		=== VENDOR TOTALS ===	819.00			
=====						
01-58153	PEAK UPTIME					
=====						
I-59524		10/21 CLOUD BACKUP STORAGE	260.00			
9/22/2021	AP	DUE: 9/22/2021 DISC: 9/22/2021		1099: N		
		10/21 CLOUD BACKUP STORAGE		010 5-018-424	CONTRACTUAL AGREEMENTS	260.00
=====						
		=== VENDOR TOTALS ===	260.00			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-58180	PEREGRINE CORPORATION						
I-445673		9/9 C1 LATE NOTICE X 448	303.75				
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N			
		9/9 C1 LATE NOTICE X 448		010 5-017-478	PROFESSIONAL SERVICES	303.75	
I-445981		9/3 C3 UTILITY BILL X 2359	1,312.35				
9/15/2021	AP	DUE: 9/15/2021 DISC: 9/15/2021		1099: N			
		9/3 C3 UTILITY BILL X 2359		010 5-017-478	PROFESSIONAL SERVICES	1,312.35	
		=== VENDOR TOTALS ===	1,616.10				
=====							
01-58469	PRESTO-X						
I-3667840		PEST CONTROL - GOLF COURSE	27.00				
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: N			
		PEST CONTROL - GOLF COURSE		370 5-000-424	CONTRACTUAL AGREEMENTS	27.00	
I-3667841		PEST CONTROL - LIBRARY	32.00				
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: N			
		PEST CONTROL - LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	32.00	
I-3667842		PEST CONTROL - CITY HALL	82.00				
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: N			
		PEST CONTROL - CITY HALL		010 5-091-424	CONTRACTUAL AGREEMENTS	82.00	
I-3667843		PEST CONTROL - EMERGENCY SVCS	81.00				
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: N			
		PEST CONTROL - EMERGENCY SVCS		010 5-023-424	CONTRACTUAL AGREEMENTS	40.50	
		PEST CONTROL - EMERGENCY SVCS		010 5-041-424	CONTRACTUAL AGREEMENTS	40.50	
		=== VENDOR TOTALS ===	222.00				
=====							
01-58219	PROFESSIONAL TURF PRODUCTS, LP						
I-5011281-00		IRRIGATION PEDESTAL	1,000.00				
8/12/2021	AP	DUE: 8/12/2021 DISC: 8/12/2021		1099: Y			
		IRRIGATION PEDESTAL		370 5-000-555	PLUMBING SUPPLIES	1,000.00	
		=== VENDOR TOTALS ===	1,000.00				
=====							
01-58558	PUSH PEDAL PULL, INC.						
I-318672		SERVICE CALL-TREADMILL	236.00				
9/13/2021	AP	DUE: 9/13/2021 DISC: 9/13/2021		1099: N			
		SERVICE CALL-TREADMILL		010 5-041-620	EQUIPMENT MAINTENANCE	236.00	
		=== VENDOR TOTALS ===	236.00				

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-58610	QUALITY MOTORS OF INDEPENDENCE					
=====						
I-170032		REPAIR DAMAGED DOOR LOCK	176.48			
8/11/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N		
		REPAIR DAMAGED DOOR LOCK		010 5-023-690	VEHICLE-LABOR	176.48
=== VENDOR TOTALS ===			176.48			
=====						
01-03227	R & R LAWN CARE LLC					
=====						
I-202109219504		9/15/21 WEED LOT MOWING	546.00			
9/17/2021	AP	DUE: 9/17/2021 DISC: 9/17/2021		1099: Y		
		9/15/21 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	546.00
=== VENDOR TOTALS ===			546.00			
=====						
01-58850	REPUBLIC SERVICES #376					
=====						
I-0376-000422189		8/21 RESIDENTIAL SERVICE	35,896.27			
8/25/2021	AP	DUE: 8/25/2021 DISC: 8/25/2021		1099: N		
		8/21 RESIDENTIAL SERVICE		700 5-000-478	PROFESSIONAL SERVICES	35,896.27
=====						
I-0376-000422367		9/21 CITY CONTRACT	1,759.34			
8/31/2021	AP	DUE: 8/31/2021 DISC: 8/31/2021		1099: N		
		ELECTRIC GENERATION		800 5-030-424	CONTRACTUAL AGREEMENTS	62.33
		ELECTRIC DISTRIBUTION		800 5-020-424	CONTRACTUAL AGREEMENTS	62.33
		WATER TREATMENT PLANT		900 5-036-424	CONTRACTUAL AGREEMENTS	62.33
		PUBLIC SERVICE BARN		010 5-163-424	CONTRACTUAL AGREEMENTS	62.33
		LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	79.89
		WASTEWATER TREATMENT PLANT		900 5-047-424	CONTRACTUAL AGREEMENTS	62.33
		HILLCREST GOLF COURSE		370 5-000-424	CONTRACTUAL AGREEMENTS	110.19
		FAIRVIEW CEMETERY		010 5-163-424	CONTRACTUAL AGREEMENTS	15.95
		CITY HALL		010 5-091-424	CONTRACTUAL AGREEMENTS	39.94
		FIRE DEPARTMENT		010 5-041-424	CONTRACTUAL AGREEMENTS	15.95
		WOODS RV PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	191.47
		RIVERCREST RV PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	193.94
		WALTER JOHNSON PARK PLAYGROUND		010 5-163-424	CONTRACTUAL AGREEMENTS	79.78
		RON STEVENSON BUILDING		010 5-163-424	CONTRACTUAL AGREEMENTS	15.95
		LECLERE PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	79.78
		PFISTER PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	119.36
		HARMON PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	47.86
		AIRPORT		360 5-000-424	CONTRACTUAL AGREEMENTS	39.94
		BROWN MANSION		010 5-163-424	CONTRACTUAL AGREEMENTS	39.94
		ANIMAL SHELTER		010 5-025-424	CONTRACTUAL AGREEMENTS	62.33
		SHOOTING RANGE		010 5-023-424	CONTRACTUAL AGREEMENTS	15.95
		SYCAMORE PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	15.95
		ROOSEVELT DRIVE		010 5-163-424	CONTRACTUAL AGREEMENTS	15.95
		NEW GENERATION		800 5-030-424	CONTRACTUAL AGREEMENTS	39.94
		EMERGENCY SERVICES 1/2		010 5-023-424	CONTRACTUAL AGREEMENTS	31.17
		EMERGENCY SERVICES 1/2		010 5-041-424	CONTRACTUAL AGREEMENTS	31.16
		CHURCH BUILDING 1/2		010 5-071-424	CONTRACTUAL AGREEMENTS	74.68
		CHURCH BUILDING 1/2		720 5-000-424	CONTRACTUAL AGREEMENTS	74.67

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-58850	REPUBLIC SERVICES #376	(** CONTINUED **)				
		OAKCREST LODGE		010 5-163-424	CONTRACTUAL AGREEMENTS	15.95
		=== VENDOR TOTALS ===	37,655.61			
=====						
01-03217	ROGER L. GOSSARD					
=====						
I-202109219497		9/21 INDIGENT DEFENDER	800.00			
9/20/2021	AP	DUE: 9/20/2021 DISC: 9/20/2021		1099: Y		
		9/21 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES	800.00
		=== VENDOR TOTALS ===	800.00			
=====						
01-58971	ROMANS OUTDOOR POWER, INC.					
=====						
C-IC120904-1R		EXCHANGE BEARINGS	103.81CR			
9/14/2021	AP	DUE: 9/14/2021 DISC: 9/14/2021		1099: N		
		EXCHANGE BEARINGS		900 5-037-620	EQUIPMENT MAINTENANCE	103.81CR
=====						
I-IC120904-1		BLADES, BEARINGS, CAP	434.20			
9/10/2021	AP	DUE: 9/10/2021 DISC: 9/10/2021		1099: N		
		BLADES, BEARINGS, CAP		900 5-037-620	EQUIPMENT MAINTENANCE	434.20
		=== VENDOR TOTALS ===	330.39			
=====						
01-03270	RURAL WATER DISTRICT NO. 2C					
=====						
I-2021		ANNUAL TOWER LEASE	4,200.00			
9/21/2021	AP	DUE: 9/21/2021 DISC: 9/21/2021		1099: N		
		ANNUAL TOWER LEASE		720 5-000-424	CONTRACTUAL AGREEMENTS	4,200.00
		=== VENDOR TOTALS ===	4,200.00			
=====						
01-59125	SANDBAGGER GOLF & TURF					
=====						
I-17275		HYDRAULIC WING MOTOR X 2	2,121.20			
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N		
		HYDRAULIC WING MOTOR X 2		010 5-163-620	EQUIPMENT MAINTENANCE	2,121.20
		=== VENDOR TOTALS ===	2,121.20			
=====						
01-03385	SEK READY MIX, INC.					
=====						
I-5174		10 CY-1ST/WILLOW UTILITY CUTS	1,060.00			
9/16/2021	AP	DUE: 9/16/2021 DISC: 9/16/2021		1099: N		
		10 CY-1ST/WILLOW UTILITY CUTS		900 5-026-510	CEMENT & ASPHALT	1,060.00
		=== VENDOR TOTALS ===	1,060.00			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-59035	SMC ELECTRIC SUPPLY					
I-51074212-00		ANTI-SEIZE LUBRICANT X 4	70.87			
9/02/2021	AP	DUE: 10/02/2021 DISC: 10/02/2021		1099: N		
		ANTI-SEIZE LUBRICANT X 4		800 5-020-545	MOTOR FUELS/LUBRICANTS	70.87
I-51074261-00		SNAP GFI BREAKERS	130.66			
9/10/2021	AP	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		SNAP GFI BREAKERS		800 5-020-572	SUPPLIES-OTHER	130.66
I-51074275-00		WIRE, TWINE, PVC GLUE,LUBRICN	638.44			
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N		
		WIRE, TWINE, PVC GLUE,LUBRICNT		800 5-020-850	OTHER EQUIPMENT	638.44
		=== VENDOR TOTALS ===	839.97			
=====						
01-59639	SOONER AUTOMOTIVE SERVICES					
I-13999		HVAC EVACUATE / CHARGE	131.61			
9/16/2021	AP	DUE: 9/16/2021 DISC: 9/16/2021		1099: Y		
		HVAC EVACUATE / CHARGE		800 5-020-690	VEHICLE-LABOR	131.61
		=== VENDOR TOTALS ===	131.61			
=====						
01-59669	SOUTHERN UNIFORM & EQUIPMENT L					
I-112681		UNIFORM PANT X 2	133.00			
9/13/2021	AP	DUE: 9/13/2021 DISC: 9/13/2021		1099: N		
		UNIFORM PANT X 2		010 5-023-515	CLOTHING	133.00
I-122383		UNIFORM PANT X 2	124.98			
9/03/2021	AP	DUE: 9/03/2021 DISC: 9/03/2021		1099: N		
		UNIFORM PANT X 2		010 5-023-515	CLOTHING	124.98
		=== VENDOR TOTALS ===	257.98			
=====						
01-59722	SOUTHWEST POWER POOL, INC.					
I-TRN-20210831-CMLP		8/21 TRANSMISSION SERVICE	961,827.27			
8/31/2021	AP	DRAFT 9/10/2021		1099: N		
		8/21 TRANSMISSION SVC-MESSER		800 5-070-426	NETWORK TRANSMISSION SER	624,183.00
		8/21 TRANSMISSION SVC-CITY		800 5-022-426	NETWORK TRANSMISSION SER	337,629.27
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00
		=== VENDOR TOTALS ===	961,827.27			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-59800	SOUTHWESTERN POWER ADMINISTRAT					
I-21-812		8/21 ENERGY PURCHASE	16,894.08			
9/02/2021	AP	DUE: 10/02/2021 DISC: 10/02/2021		1099: N		
		8/21 ENERGY PURCHASE		800 5-030-538	ENERGY-PURCHASE FIRM	16,894.08
		=== VENDOR TOTALS ===	16,894.08			
=====						
01-03717	STEPHENS VENDING CORPORATION					
I-INV65602		GATORADE, WATER, TEA, CANDY	303.85			
9/09/2021	AP	DUE: 9/09/2021 DISC: 9/09/2021		1099: N		
		GATORADE, WATER, TEA, CANDY		370 5-000-507	CONCESSIONS	303.85
I-INV65613		GATORADE, JERKY, 20 OZ, CANDY	202.05			
9/17/2021	AP	DUE: 9/17/2021 DISC: 9/17/2021		1099: N		
		GATORADE, JERKY, 20 OZ, CANDY		370 5-000-507	CONCESSIONS	202.05
		=== VENDOR TOTALS ===	505.90			
=====						
01-03645	STRIMPLE SIGN & OUTDOOR POWER,					
I-33923		FITTINGS	6.46			
9/02/2021	AP	DUE: 10/02/2021 DISC: 10/02/2021		1099: N		
		FITTINGS		800 5-030-620	EQUIPMENT MAINTENANCE	6.46
		=== VENDOR TOTALS ===	6.46			
=====						
01-60021	SUEZ TREATMENT SOLUTIONS, INC.					
I-900151076		POWER SUPPLY, UV DOOR LOCK	898.91			
8/27/2021	AP	DUE: 8/27/2021 DISC: 8/27/2021		1099: N		
		POWER SUPPLY, UV DOOR LOCK		910 5-611-850	OTHER EQUIPMENT	898.91
		=== VENDOR TOTALS ===	898.91			
=====						
01-03770	THOMPSON BROTHERS SUPPLIES, IN					
I-808528		FR JEANS - B. BELL	60.23			
9/03/2021	AP	DUE: 10/03/2021 DISC: 10/03/2021		1099: N		
		FR JEANS - B. BELL		800 5-020-515	CLOTHING	60.23
I-808805		COMPRESSED HYDROGEN, CO2	366.21			
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N		
		COMPRESSED HYDROGEN, CO2		800 5-030-525	CHEMICALS/FERTILIZERS/SE	366.21
I-809317		NITROGEN	38.04			
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N		
		NITROGEN		800 5-020-525	CHEMICALS/FERTILIZERS/SE	38.04
		=== VENDOR TOTALS ===	464.48			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-50100 TITLEIST						
I-911791634		GOLF BALL X 6 DOZEN	195.39			
8/25/2021	AP	DUE: 9/24/2021 DISC: 9/24/2021		1099: N		
		GOLF BALL X 6 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	195.39
I-911824959		GOLF BALL X 3 DOZEN	71.96			
9/15/2021	AP	DUE: 10/15/2021 DISC: 10/15/2021		1099: N		
		GOLF BALL X 3 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	71.96
		=== VENDOR TOTALS ===	267.35			
=====						
01-60174 TLC GROUNDSKEEPING LLC						
I-22590		8/21 AIRPORT BRUSH HOG	395.00			
9/03/2021	AP	DUE: 9/03/2021 DISC: 9/03/2021		1099: Y		
		8/21 AIRPORT BRUSH HOG		360 5-000-478	PROFESSIONAL SERVICES	395.00
		=== VENDOR TOTALS ===	395.00			
=====						
01-03810 TOOL SUPPLY, INC.						
I-01000		STUD, HEX NUT - DA REPAIRS	36.96			
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N		
		STUD, HEX NUT - DA REPAIRS		800 5-030-620	EQUIPMENT MAINTENANCE	36.96
I-0100440-00		DRINK MIX	12.50			
9/08/2021	AP	DUE: 10/08/2021 DISC: 10/08/2021		1099: N		
		DRINK MIX		010 5-163-520	DEPARTMENT SUPPLIES	12.50
I-0100487-00		CONCRETE SAW DRIVE WHEEL X 4	800.80			
9/15/2021	AP	DUE: 10/15/2021 DISC: 10/15/2021		1099: N		
		CONCRETE SAW DRIVE WHEEL X 4		010 5-163-620	EQUIPMENT MAINTENANCE	800.80
I-0100492-00		LIQUID PRESSURE GAUGE X 2	93.91			
9/06/2021	AP	DUE: 10/06/2021 DISC: 10/06/2021		1099: N		
		LIQUID PRESSURE GAUGE X 2		800 5-030-620	EQUIPMENT MAINTENANCE	93.91
		=== VENDOR TOTALS ===	944.17			
=====						
01-03840 TRI-STATE ELECTRIC SUPPLY COMP						
I-1122-1001954		TIMING SWITCH FOR PLAZA	60.33			
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N		
		TIMING SWITCH FOR PLAZA		800 5-020-572	SUPPLIES-OTHER	60.33
I-1122-1001955		SCREWDRIVER	18.69			
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N		
		SCREWDRIVER		800 5-020-580	TOOLS	18.69
		=== VENDOR TOTALS ===	79.02			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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	
=====							
01-54772	TYLER TECHNOLOGIES, INC.						
=====							
I-025-350094		10/21 ONLINE COMPONENT, WEB	300.08				
9/21/2021	AP	DUE: 10/21/2021 DISC: 10/21/2021		1099: N			
		10/21 ONLINE COMPONENT, WEB		010 5-017-424	CONTRACTUAL AGREEMENTS	300.08	
		=== VENDOR TOTALS ===	300.08				
=====							
01-60622	UMB BANK						
=====							
I-202109219505		8/21 CREDIT CARD CHARGES	5,071.03				
9/01/2021	AP	DUE: 9/01/2021 DISC: 9/01/2021		1099: N			
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-017-424	CONTRACTUAL AGREEMENTS	22.73	
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-023-424	CONTRACTUAL AGREEMENTS	22.73	
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-041-424	CONTRACTUAL AGREEMENTS	22.73	
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-131-424	CONTRACTUAL AGREEMENTS	22.73	
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-020-424	CONTRACTUAL AGREEMENTS	22.73	
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-030-424	CONTRACTUAL AGREEMENTS	45.43	
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-026-424	CONTRACTUAL AGREEMENTS	22.73	
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-027-424	CONTRACTUAL AGREEMENTS	22.73	
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-036-424	CONTRACTUAL AGREEMENTS	22.73	
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-037-424	CONTRACTUAL AGREEMENTS	22.73	
		FIBER ADAPTER PANEL X 4		720 5-000-850	OTHER EQUIPMENT	82.32	
		ZOOM MEETING SOFTWARE		010 5-018-813	COMPUTER SOFTWARE	16.41	
		SLING TV FOR PILOT LOUNGE		360 5-000-424	CONTRACTUAL AGREEMENTS	25.19	
		SLING TV FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	25.18	
		PATCH CABLE X 6		010 5-018-520	DEPARTMENT SUPPLIES	37.34	
		PATCH CABLE X 6		720 5-000-850	OTHER EQUIPMENT	37.34	
		OATI CERTIFICATE RENEWAL		800 5-022-424	CONTRACTUAL AGREEMENTS	375.00	
		OATI CERTIFICATE RENEWAL		800 5-022-424	CONTRACTUAL AGREEMENTS	375.00	
		OATI CERTIFICATE RENEWAL		800 5-022-424	CONTRACTUAL AGREEMENTS	375.00	
		OATI SECURITY OFFICER CRTFCT		800 5-022-424	CONTRACTUAL AGREEMENTS	850.00	
		FILE FY 2020 AUDIT		010 5-014-478	PROFESSIONAL SERVICES	175.00	
		KSCPA MEMBERSHIP RENEWAL		010 5-014-444	DUES/SUBSCRIPTION/PUBLIC	315.00	
		GEAR RING		800 5-030-620	EQUIPMENT MAINTENANCE	69.67	
		FIRST AID KIT REFILL/UPGRADE		010 5-163-570	SAFETY EQUIPMENT	54.31	
		VENT CAP X 8		900 5-036-610	BUILDING MAINTENANCE	152.00	
		CHLORINE EMERGENCY KIT GASKETS		900 5-036-850	OTHER EQUIPMENT	1,148.03	
		WW CLLCTN OPS/MAINT-KENNEDY		760 5-000-428	CONFERENCES-SCHOOLS	159.00	
		ANIMAL SHELTER LICENSE RENEWAL		010 5-025-486	TAXES, LICENSES, PERMITS	400.00	
		SECURITY MONITORING-EVIDENCE		010 5-023-478	PROFESSIONAL SERVICES	14.99	
		SECURITY MONITORING-ARMORY		010 5-023-478	PROFESSIONAL SERVICES	14.99	
		BELT X 2		010 5-023-515	CLOTHING	119.26	
		=== VENDOR TOTALS ===	5,071.03				

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-60850	USA	BLUEBOOK				
I-614997		YELLOW, BLUE BUFFERS	121.32			
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N		
		YELLOW, BLUE BUFFERS		900 5-037-525	CHEMICALS/FERTILIZERS/SE	121.32
I-SC2417		LATE FEE FOR BUFFER PAYMENT	5.00			
9/07/2021	AP	DUE: 10/07/2021 DISC: 10/07/2021		1099: N		
		LATE FEE FOR BUFFER PAYMENT		900 5-037-520	DEPARTMENT SUPPLIES	5.00
		=== VENDOR TOTALS ===	126.32			
=====						

01-61477 VERIZON WIRELESS

I-9887464829		9/21 CELL PHONES, HOT SPOTS	1,200.95			
9/01/2021	AP	DUE: 9/01/2021 DISC: 9/01/2021		1099: N		
		9/21 CELL PHONE		010 5-014-416	COMMUNICATIONS	41.51
		9/21 CELL PHONE		010 5-015-416	COMMUNICATIONS	41.51
		9/21 CELL PHONE		010 5-019-416	COMMUNICATIONS	41.51
		9/21 CELL PHONE X 4, HOT SPOT		010 5-023-416	COMMUNICATIONS	246.06
		9/21 CELL PHONE, HOT SPOT X 2		010 5-041-416	COMMUNICATIONS	121.53
		9/21 CELL PHONE X 2		010 5-045-416	COMMUNICATIONS	93.02
		9/21 CELL PHONE		010 5-163-416	COMMUNICATIONS	31.51
		9/21 CELL PHONE		180 5-205-416	COMMUNICATIONS	31.51
		9/21 CELL PHONE		510 5-000-416	COMMUNICATIONS	24.32
		9/21 CELL PHONE, HOT SPOT		760 5-000-416	COMMUNICATIONS	28.73
		9/21 CELL PHONE X 2, HOT SPOTS		800 5-020-416	COMMUNICATIONS	150.50
		9/21 CELL PHONE		800 5-030-416	COMMUNICATIONS	41.51
		9/21 CELL PHONE		800 5-040-416	COMMUNICATIONS	41.51
		9/21 CELL PHONE X 4, HOT SPOTS		900 5-026-416	COMMUNICATIONS	167.67
		9/21 HOT SPOT		900 5-027-416	COMMUNICATIONS	8.40
		9/21 CELL PHONE X 2		900 5-036-416	COMMUNICATIONS	65.83
		9/21 CELL PHONE		900 5-037-416	COMMUNICATIONS	24.32
		=== VENDOR TOTALS ===	1,200.95			

01-61013 VSP INSURANCE COMPANY

I-813270980		COBRA COVERAGE-J. GRAHAM	13.78			
9/18/2021	AP	DUE: 9/18/2021 DISC: 9/18/2021		1099: N		
		COBRA COVERAGE-J. GRAHAM		350 5-716-310	HEALTH INSURANCE	13.78
=== VENDOR TOTALS ===			13.78			

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-04010	WALMART CAPITAL ONE					
I-00619		OIL X 4-ROOT CUTTER MOTOR	22.40			
8/27/2021	AP	DUE: 9/26/2021 DISC: 9/26/2021		1099: N		
		OIL X 4-ROOT CUTTER MOTOR		760 5-000-545	MOTOR FUELS/LUBRICANTS	22.40
I-00813		GLUCOSE MONITOR X 2	27.96			
9/01/2021	AP	DUE: 10/01/2021 DISC: 10/01/2021		1099: N		
		GLUCOSE MONITOR X 2		010 5-041-570	SAFETY EQUIPMENT	27.96
I-01461		BOTTLED WATER X 48 CASES	203.93			
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N		
		BOTTLED WATER X 48 CASES		800 5-020-520	DEPARTMENT SUPPLIES	203.93
I-05285		BILGE PUMP, CHAMMOIS	46.35			
8/27/2021	AP	DUE: 9/26/2021 DISC: 9/26/2021		1099: N		
		BILGE PUMP		010 5-041-620	EQUIPMENT MAINTENANCE	29.94
		CHAMMOIS X 3		010 5-041-520	DEPARTMENT SUPPLIES	16.41
I-05635-2		STORAGE BOXES, BLEACH, NOTES	65.40			
8/26/2021	AP	DUE: 9/25/2021 DISC: 9/25/2021		1099: N		
		STORAGE BOX X 10		010 5-023-520	DEPARTMENT SUPPLIES	49.80
		BLEACH X 3		010 5-023-520	DEPARTMENT SUPPLIES	9.72
		POST-IT NOTES		010 5-023-550	OFFICE SUPPLIES	5.88
I-05813		DETERGENT, FABRIC SOFTENER	17.41			
9/13/2021	AP	DUE: 10/13/2021 DISC: 10/13/2021		1099: N		
		DETERGENT, FABRIC SOFTENER		010 5-041-520	DEPARTMENT SUPPLIES	17.41
I-05943		BURGERS, COOKIES, TOWELS	93.19			
9/02/2021	AP	DUE: 10/02/2021 DISC: 10/02/2021		1099: N		
		BURGERS, COOKIES, TOMATO		370 5-000-507	CONCESSIONS	65.31
		GOLF TOWELS		370 5-000-508	PRO SHOP SUPPLIES	27.88
I-07152		DETERGENT	17.18			
8/30/2021	AP	DUE: 9/29/2021 DISC: 9/29/2021		1099: N		
		DETERGENT		010 5-041-520	DEPARTMENT SUPPLIES	17.18
I-08211		BOWLS, BALLS, TREATS-DOG DAY	95.94			
9/06/2021	AP	DUE: 10/06/2021 DISC: 10/06/2021		1099: N		
		BOWLS, BALLS, TREATS-DOG DAY		450 5-000-521	SPECIAL EVENTS	95.94
I-08670-3		BOTTLED WATER X 2 CASES	4.72			
8/20/2021	AP	DUE: 9/19/2021 DISC: 9/19/2021		1099: N		
		BOTTLED WATER X 2 CASES		900 5-037-520	DEPARTMENT SUPPLIES	4.72
I-09382		COPY PAPER, LEGAL PADS	68.56			
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N		
		COPY PAPER, LEGAL PADS 1/2		010 5-163-550	OFFICE SUPPLIES	34.28
		COPY PAPER, LEGAL PADS 1/2		900 5-026-550	OFFICE SUPPLIES	34.28

PACKET: 04131 AO 21-18 9.28.21 PAYABLE

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
=====						
01-04010	WALMART CAPITAL ONE	(** CONTINUED **)				
I-09509		CAKE, TEA, NAPKINS-H. THOMAS	48.63			
9/16/2021	AP	DUE: 10/16/2021 DISC: 10/16/2021		1099: N		
		CAKE, TEA, NAPKINS-H. THOMAS		800 5-020-521	SPECIAL EVENTS	48.63
=== VENDOR TOTALS ===			711.67			
=== PACKET TOTALS ===			4,916,986.59			

City of Coffeyville
Payroll Distribution Summary
21-18

<u>Date</u>	<u>Amount</u>
September 19, 2021	<u>\$ 403,673.41</u>
Total Payroll	\$ 403,673.41

PACKET: 04133 AO 21-18A ISHAM, LIEBERT

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	
=====							
01-01930	ISHAM TRU VALUE	HARDWARE					
=====							
I-19571		FITTINGS-PECAN LIFTSTATION	3.34				
8/24/2021	AP	DUE: 9/23/2021 DISC: 9/23/2021		1099: N			
		FITTINGS-PECAN LIFTSTATION		900 5-027-620	EQUIPMENT MAINTENANCE	3.34	
=====							
I-20709		TAPE, PIPE	6.57				
9/14/2021	AP	DUE: 10/14/2021 DISC: 10/14/2021		1099: N			
		TAPE, PIPE		800 5-030-520	DEPARTMENT SUPPLIES	6.57	
=====							
I-20723		PIPE FOR DRYER	3.27				
9/17/2021	AP	DUE: 10/17/2021 DISC: 10/17/2021		1099: N			
		PIPE FOR DRYER		800 5-030-620	EQUIPMENT MAINTENANCE	3.27	
=====							
I-20780		PLUNGER, HANDLE, PVC PLUGS	34.17				
8/27/2021	AP	DUE: 9/26/2021 DISC: 9/26/2021		1099: N			
		PLUNGER, HANDLE, PVC PLUGS		900 5-027-555	PLUMBING SUPPLIES	34.17	
=====							
I-20782		ROD	14.23				
8/30/2021	AP	DUE: 9/29/2021 DISC: 9/29/2021		1099: N			
		ROD		800 5-030-520	DEPARTMENT SUPPLIES	14.23	
=====							
I-20784		ALUMINUM SCOOP X 2	78.81				
8/31/2021	AP	DUE: 9/30/2021 DISC: 9/30/2021		1099: N			
		ALUMINUM SCOOP X 2		800 5-030-520	DEPARTMENT SUPPLIES	78.81	
=====							
I-21876		COUPLING, TUBING, BARB	9.72				
8/25/2021	AP	DUE: 9/24/2021 DISC: 9/24/2021		1099: N			
		COUPLING, TUBING, BARB		760 5-000-555	PLUMBING SUPPLIES	9.72	
		=== VENDOR TOTALS ===	150.11				
=====							
01-02190	LIEBERT BROTHERS ELECTRIC	COMP					
=====							
I-21025		MINI-SPLIT UNIT-B NORTH	5,218.77				
9/05/2021	AP	DUE: 10/05/2021 DISC: 10/05/2021		1099: N			
		MINI-SPLIT UNIT-B NORTH		800 5-020-850	OTHER EQUIPMENT	5,218.77	
=====							
I-21026		TURBO CORE BIT-CITY HALL	132.17				
9/05/2021	AP	DUE: 10/05/2021 DISC: 10/05/2021		1099: N			
		TURBO CORE BIT-CITY HALL		800 5-020-572	SUPPLIES-OTHER	132.17	
=====							
I-21027		INSTALL A/C FAN MOTOR, INSPEC	97.50				
9/05/2021	AP	DUE: 10/05/2021 DISC: 10/05/2021		1099: N			
		INSTALL A/C FAN MOTOR, INSPECT		010 5-135-610	BUILDING MAINTENANCE	97.50	
		=== VENDOR TOTALS ===	5,448.44				
		=== PACKET TOTALS ===	5,598.55				



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

MEETING DATE	September 28th, 2021	
RESOLUTION OR ORDINANCE NUMBER	R-21-61	
AGENDA TITLE	Advanced Metering Infrastructure (AMI)	
REQUESTING DEPARTMENT	• Finance / Customer Service • Electric Services • Information Technologies Services • Water Services	
PRESENTER		
FISCAL INFORMATION	Cost as recommended:	\$2,981,074.17
	Budget Line Item:	890-5-030-840 – \$1,225,647.33 Capital Improvements 910-5-652-840 – \$1,755,426.84 Capital Improvements
	Balance Available	Electric - \$1,672,660.10 Water - \$2,700,000.00
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	To execute an agreement for the purchase and installation of an Advanced Meter Infrastructure (AMI) system for the City of Coffeyville.	

BACKGROUND	The City of Coffeyville has investigated the benefits of an AMI system for our utility services, both water and electric, for several years from multiple vendors and firms. A public Request for Proposals was issued on September 2nd, 2020 seeking proposals for pricing, meter types, meter brands, network equipment and customer service software to support an integrated AMI system, including full installation services, receiving qualified proposals from four (4) vendors.
SPECIAL NOTES	
ANALYSIS	Water, Electric, Finance, Legal and IT staff collectively evaluated proposals received, including Allgeier, Martin & Associates, acting as Owner's Engineer for the City, selecting Tantalus as the preferred vendor based on costs, warranty, metering equipment, network solutions, both front-end and back-end software systems to merge with the City's customer service billing software, including customer access portals. The City's desired intent is to implement a non-proprietary AMI system that merges with our current billing system, provides accurate meter readings on a timely basis, while allowing for instantaneous reads, as needed. The system will also collect additional data to be used directly by each respective utility to help better manage, track, and evaluate both past and real-time usages. This will ultimately provide a better product to our residents and customers through transparent access to their utility accounts through the customer access portal. The Tantalus system met all of the city's requirements while also providing system warranties, including vendor warranties for 3rd party supplied equipment. As presented, the turnkey system will include all network equipment, meters (both water & electric), including 100 remote shut-off meters (electric only), Meter Data Management (MDM) system and training for staff to be able to operate the system.

	Financing for this project would come from two sources; left-over proceeds from the 2015 Electric Revenue Bonds used to construct Generation Facility #2, for the electric related portions of this project, while water components would be financed through the State of Kansas Revolving Water Loan Fund.
ADDITIONAL COMMENTS / INFORMATION	Tantalus has provided the City of Coffeyville with a project timeline with the project to be completed within one year after the project start. The City of Coffeyville understands this project will be subject to change orders.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is recommending that the Mayor be authorized to execute an agreement with Tantalus Systems Inc. for the purchase and installation of a complete Advanced Metering Infrastructure system for the City of Coffeyville.
REFERENCE DOCUMENTS ATTACHED	• Tantalus Systems Inc. Agreement • Allgeier Martin & Associates Cost Breakdown • Network Infrastructure Cost Breakdown

RESOLUTION NO. R-21-61

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH TANTALUS SYSTEMS, INC., FOR THE PURCHASE AND INSTALLATION OF A COMPLETE ADVANCED METERING INFRASTRUCTURE SYSTEM FOR THE CITY OF COFFEYVILLE, KANSAS.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor be and is hereby authorized and directed to execute an Agreement with Tantalus Systems, Inc., for the purchase and installation of a complete advanced metering infrastructure system for the City of Coffeyville, Kansas.

BE IT FURTHER RESOLVED that the Mayor and/or City Manager be and are authorized and directed to execute such other documents that are necessary to fulfill the terms and conditions of the Agreement.

Adopted this 28th day of September 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM:

Paul Kritz, City Attorney

TUNet® NETWORK SYSTEM AGREEMENT

THIS TUNet® NETWORK SYSTEM AGREEMENT (“Agreement”) is made as of _____ by and between Tantalus Systems Inc., on behalf itself and its affiliates, having its principal place of business at 1130 Situs Court, Suite 230, Raleigh, NC 27606 (“**Tantalus**”) and the City of Coffeyville, Kansas, having its principal place of business at 102 W 7th Street, Coffeyville, Kansas 67337 (“**Customer**”). This Agreement includes the following Exhibit(s):

Exhibit A	End User License / Licensed Software Maintenance Agreement
Exhibit B	Technical Support Agreement
Exhibit C	Deployment Partnership
Exhibit D	Pricing
Exhibit E	Third-Party Products (If Applicable)
Exhibit F	Mutual Non-Disclosure and Confidentiality Agreement
Exhibit G	[Form of] Statement of Work; System Acceptance Test Plan

Each Exhibit is incorporated by reference into, forms part of and is governed by the terms of this Agreement. In the event of any inconsistency or conflict between the terms of any of the above Exhibit(s) and the terms of this Agreement, which is not otherwise addressed by a statement regarding precedence, the terms of this Agreement shall govern. Tantalus and Customer shall be collectively referred to herein as the “**Parties**” and each individually as a “**Party**”.

The Parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

(a) “**Affiliate**” means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate”, the terms “control” and “own” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

(b) “**Acceptance**” or “**System Acceptance**” means that the system acceptance tests set forth in the System Acceptance Test Plan as set forth in Exhibit G hereto have been completed and all requirements of Acceptance as set forth in Exhibit G hereto were met.

(c) “**Business Day**” means any day that is not a Saturday, Sunday or a Tantalus authorized “holiday”.

(d) “**Confidential Information**” has the meaning set forth in the MNDCA.

(e) “**Destination**” means Customer’s designated destination point for the delivery of Network Equipment;

(f) “**Dispute**” means any dispute, controversy, difference or claim, arising under or in connection with this Agreement, including its formation,

validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

(g) “**EULA**” means Tantalus’ then current end-user software license agreement setting forth the terms and conditions of Customer’s permitted use of the Licensed Software. A copy of the EULA, current as of the Effective Date, is attached hereto as Exhibit A, which EULA may be amended from time to time in Tantalus’ sole discretion.

(h) “**Excusing Event**” means any (i) Force Majeure; (ii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors or consultants, including without limitation improper performance of Customer’s responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iii) failure, act or omission of any third party (including any third-party supplier) or its agents, employees, suppliers, subcontractors or consultants; or (iv) failure of any components (hardware, software, network, maintenance) provided and/or maintained by Customer.

(i) “**Force Majeure**” means any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”): (i) acts of God; (ii) flood, fire, earthquake, epidemics, pandemics or explosion; (iii) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (vi) government order or law; (vii) actions,

embargoes or blockades in effect on or after the date of this Agreement; (viii) judicial restraint or other action by any governmental authority (including, without limitation, an inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Customer or Tantalus under this Agreement); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the **"Impacted Party"**).

(j) **"Initial Deployment Services"** means (i) Tantalus' standard services for initial deployment, installation and configuration of Network Equipment purchased by Customer under this Agreement as described in a Statement of Work, executed in a form substantially similar to Exhibit G; (ii) Tantalus' standard initial training services for the Customer; and (iii) related project management for such initial deployment and training. For clarity, and notwithstanding anything to the contrary, the Initial Deployment Services do not include integration or installation of field equipment (i.e. meters, collectors, repeaters, etc.), Third-Party Products, or Maintenance and Support Services. Integration to existing vendor supported interfaces are included in the Initial Deployment Services. For the avoidance of doubt, custom services, including custom integration(s) between TUNet and Third-Party Products that are not existing vendor supported interfaces, are not included in the Initial Deployment Services and are subject to additional fees and written agreement between Tantalus, Customer and any applicable third-party in the form of a written Change Order.

(k) **"Law"** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority.

(l) **"Licensed Software"** means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto.

(m) **"Licensed Software Maintenance Services"** shall have the meaning ascribed to them in Exhibit A.

(n) **"Maintenance and Support Services"** means the recurring Licensed Software Maintenance Services and Technical Support provided by Tantalus to Customer pursuant to this Agreement.

(o) **"MNDCA"** means a Mutual Non-Disclosure and Confidentiality Agreement in the form attached hereto as Exhibit F.

(p) **"Network Equipment"** means the equipment manufactured by or for Tantalus for use as part of TUNet and its associated Licensed Software that are or will be purchased from Tantalus and physically deployed in the Customer's service territory. For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products.

(q) **"Proprietary Rights"** means all patent rights, copyrights, trademarks, tradenames, know-how, trade secrets and other intellectual property and proprietary rights, including all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extension of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.

(r) **"Purchase Orders"** means purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase and Tantalus will provide Network Equipment, Initial Deployment Services and Maintenance and Support Services in accordance with the terms of this Agreement. Each Purchase Order will be deemed to include the terms and conditions of this Agreement, even if not specifically stated on the Purchase Order.

(s) **"Representative"** means such Party's directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement.

(t) **"Shipping Point"** means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment.

(u) **"Specifications"** means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus, which Specifications will assume and require the installation, maintenance and operation of such Network Equipment in accordance with the Standards.

(v) **"Standards"** means the applicable industry standards necessary for the proper installation, maintenance and operation of Network Equipment and TUNet, as may be amended from time to time by Tantalus, including, without limitation, the maintenance of a distribution system meeting industry standards with respect to grounding and power quality and the use of water pits for

the installation of Network Equipment that properly drain and are not otherwise defective.

(w) **“Statement of Work (SOW)”** means a document that defines the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks to successfully deploy TUNet. Upon commencement of the Initial Deployment Services, Tantalus and Customer will work cooperatively to develop and finalize a Statement of Work consistent with the attached Exhibit G.

(x) **“Substantial Completion”** shall have the meaning ascribed to it in Exhibit G – Statement of Work.

(y) **“System Acceptance Test Plan” or “SAT”** generally means a test designed to verify the functionality, accuracy and reliability of TUNet. Exhibit G, Statement of Work includes the System Acceptance Test Plan which outlines the features and functional areas of TUNet to be tested, provides a brief overview of the tests to be performed, and sets forth the success criteria associated with each test.

(z) **“Technical Support”** means the technical support services described in Exhibit B.

(aa) **“Third-Party Product”** means any products, software, materials, information or services that is manufactured, provided and/or licensed by, or otherwise proprietary to a person or entity other than Tantalus. Use of Third-Party Products may be subject to additional terms and conditions.

(bb) **“TUNet”** means Tantalus’ proprietary TUNet® smart grid network. For the avoidance of doubt, TUNet does not include Third-Party Products.

1.2 Interpretation Not Affected by Headings, etc. The division of this Agreement into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Number, etc. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

1.4 Date for Any Action. In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Construction. In this Agreement, unless otherwise indicated:

(a) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and “hereby” and similar expressions refer to this Agreement (including the schedules hereto), as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular section or other portion hereof;

(b) the words “include”, “including” or “in particular”, when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

(c) time is of the essence; and

(d) references to a “party” or “parties” are references to a Party or Parties to this Agreement.

1.6 Authorship. Authorship of this Agreement will have no bearing on the construction of any terms hereof or ambiguities thereof.

2. TERMS OF PURCHASE AND SALE

2.1 Purpose/Goal. This Agreement records the terms and conditions under which Customer will purchase from Tantalus, and Tantalus will provide to Customer, Network Equipment, Initial Deployment Services and Maintenance and Support Services, as the case may be, and includes, without limitation, the terms, conditions and responsibilities of each Party relating to the license and use of the Licensed Software, the provision of Technical Support and the deployment of TUNet and the non-disclosure obligations of the Parties. Notwithstanding anything to the contrary herein, Tantalus shall not be responsible for nor have any liability to Customer for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by or results from an Excusing Event.

2.2 Purchase Orders. Customer may purchase Network Equipment by issuing properly authorized Purchase Orders to Tantalus at the prices set forth in Exhibit D Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified on the then current Tantalus price list and designated as the “economic order quantity” or “minimum order quantity”. Each Purchase Order issued by Customer shall have a lead-time of at least 90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference this Agreement and

shall state product description, quantity of Network Equipment ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the Parties and this Agreement, the terms of this Agreement shall govern. No oral, electronic, or written additional or different provisions proposed by either Party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined in Section 2.3 below.

2.3 Acceptance, Rejection or Changes to Purchase Orders. Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and notice of acceptance shall include confirmation of requested quantities and prices consistent with the terms of this Agreement. Once a Purchase Order is accepted by Tantalus, the quantities and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the Parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced.

2.4 Pricing.

(a) The prices set forth in Exhibit D for Network Equipment and Initial Deployment Services provided to Customer under this Agreement may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes.

(b) The price of Maintenance and Support Services shall be as set forth in Exhibit B.

(c) Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Network Equipment, Initial Deployment Services and Maintenance and Support Services by Tantalus, excluding taxes on Tantalus' income generally.

2.5 Price Changes. Following Substantial Completion, Tantalus reserves the right, in its sole discretion, to revise the prices applicable to Network Equipment, Initial Deployment Services, and annual Maintenance and Support Services sold to Customer, upon thirty (30) days prior written notice to Customer, by whichever of the following is less: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Customers, All Cities Average, All Items ("CPI-U"), as published by the Bureau

of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding the adjustment date; or (ii) the average percentage change during the most recent 12-month period to Tantalus' published price list, or (iii) 3.5% per year. Notwithstanding the foregoing, the original price of any Network Equipment, Initial Deployment Services and Maintenance and Support Services covered by Purchase Orders issued by the Customer, and which Purchase Orders are confirmed and accepted by Tantalus prior to the Effective Date of such price revision, will not be changed for such Purchase Orders issued and accepted as of the Effective Date.

2.6 Payment.

(a) Customer agrees to pay an advance payment (the "**Deposit**") equal to ten percent (10%) of the total purchase price of the Network Equipment specified on each Purchase Order. The Deposit will be due and payable, notwithstanding the absence of the applicable Tantalus' invoice, within ten (10) days of the date of the Tantalus order acknowledgement issued in connection with an accepted Purchase Order. Failure to pay the Deposit by such due date shall result in the cancellation of the Purchase Order by Tantalus, without requirement for any further action, or notice to Customer, by Tantalus.

(b) All payments to Tantalus are subject to retainage in the amount of 10% of the invoice amounts. The retainage shall be released to Tantalus upon Substantial Completion and submission of lien waivers from any contractors, subcontractors and material providers, if applicable.

(c) Tantalus shall invoice Customer for Network Equipment purchased upon delivery of such Network Equipment to Customer at the Shipping Point. The Parties shall mutually agree to each invoice in advance, which agreement shall not be unreasonably withheld, as set forth in Exhibit G – Statement of Work. Amounts paid under Section 2.6 (a) will be reflected as a credit to the total purchase price due and owing upon delivery completion of the total Purchase Order.

(d) Payment terms are net forty-five (45) days from the date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer.

(e) In addition to any other remedies Tantalus may have for late payments, Tantalus may charge Customer interest at 1 1/4 % per month (equivalent to an annual rate of interest of 15%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable

attorney's fees. Payments will be applied first to interest payable and then principal owing.

(f) Tantalus shall invoice Customer and Customer shall pay for Maintenance and Support Services and Initial Deployment Services as described in Exhibit A, Exhibit B and Exhibit D.

2.7 Delivery/Title/Risk of Loss. Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. If any loss of or damage to the Network Equipment occurs prior to delivery to Customer, regardless of passage of title prior to such delivery, Tantalus shall without cost to the Customer, promptly make all repairs or replacements necessary to place the Network Equipment in the condition required by this Agreement. Customer will notify Tantalus within five (5) days of delivery of any visible damage to the physical packaging of the Network Equipment and/or within ten (10) days of shipping should the quantity in the order not be correct or if an order has not been received. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon request by Customer, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described in Section 2.6 shall apply to such invoices, mutatis mutandis. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

2.8 Third-Party Products. Customer may elect to use the Third-Party Products as set forth in Exhibit E. Except as expressly set forth on Exhibit E and unless otherwise specifically set forth in writing (and subject to applicable pass-through terms and conditions) upon mutual agreement of all involved Parties, Tantalus does not warrant Third-Party Products and disclaims all responsibility and liability for these items, their access to the Network Equipment and TUNet, including their modification, deletion, disclosure or collection of Customer information.

2.9 Insurance. During all times in which Customer has possession of Network Equipment for which Tantalus has not received payment in full, Customer shall ensure that comprehensive general liability insurance with limits at least equal to the total value of all such Network Equipment is obtained and, upon request, provide Tantalus with a certificate evidencing such coverage.

2.10 Changes to Network Equipment. Tantalus reserves the right from time to time in its sole discretion to modify, change, discontinue or to limit its production of any Network Equipment at any time to allocate, terminate or limit deliveries of any Network Equipment in time of shortage and to alter the design or construction of any Network Equipment.

2.11 No Resell. Customer acknowledges and agrees that it has no rights to market and resell the Network Equipment, Initial Deployment Services or Maintenance and Support Services. The purchase and sale of Network Equipment, Initial Deployment Services and Maintenance and Support Services hereunder is solely for Customer and its Affiliates' requirements.

3. CONFIDENTIAL INFORMATION

3.1 Mutual Non-Disclosure and Confidentiality Agreement. The Parties have entered into the MNDCA in the form attached hereto as Exhibit F. Tantalus and Customer agree that the MNDCA governs the obligations of each Party with respect to Confidential Information of the other Party, which obligations shall survive termination of this Agreement.

4. WARRANTIES

4.1 Warranties.

(a) With respect to new Network Equipment, for a period of eighteen (18) months from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances and security interests, (iii) all materials, parts, components and other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this Section shall be thirty (30) days from date of return to Customer or the balance of the original warranty period, whichever is greater.

(b) With respect to refurbished Network Equipment, for a period equal to the greater of thirty (30) days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point or the remaining balance of the original warranty period for such Network Equipment being replaced by such refurbished Network Equipment referenced herein, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be

free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and perform in accordance with its Specifications.

(c) The aforementioned warranties in Sections 4.1(a) and 4.1(b) apply only when all three of the following conditions prevail: (i) the unit of Network Equipment is owned by the original Customer and not by an assignee; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while there is not an Excusing Event in effect or Tantalus has not invoked a subsisting remedy in respect of Force Majeure.

(d) The aforementioned warranties in Sections 4.1(a) and 4.1(b) will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with Exhibit A.

(e) The aforementioned warranties in Sections 4.1 (a) and 4.1(b) will not cover any Third-Party Products provided by Tantalus or Third-Party Products provided to Customer by third-party suppliers. Any warranty for such products will be between Customer and the third-party manufacturer or supplier. To the fullest extent allowed, Tantalus will assign all third-party warranties to Customer.

4.2 **Warranty Returns.**

(a) Subject to Section 4.2(b) below, for any breach of warranty under Sections 4.1(a) or (b), Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set out in Section 4.1. Customer will be responsible for removing defective Network Equipment from the installation point and returning the defective Network Equipment, transportation charges prepaid by Customer, to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment.

(b) To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of

the Network Equipment and will pay Tantalus the fee of US \$150 per no fault found Network Equipment.

(c) Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

4.3 No Warranty. The warranties described in Section 4.1 will not cover Network Equipment:

(a) units whose original bar code, copyright notices and proprietary legends, if any, have been altered;

(b) units that were not installed or de-installed in accordance with the Specifications and Standards or serviced by Tantalus or a person authorized by Tantalus to do so;

(c) units damaged or defective because of reasonable wear and tear;

(d) units that were not maintained and operated in accordance with the Specifications and Standards, including, without limitation, units damaged or defective because of problems with electrical power;

(e) units that in Tantalus' reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling; and

(f) units damaged or defective due to an Excusing Event.

4.4 DISCLAIMER. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS EXCEPT AS PROVIDED IN ARTICLE 5 BELOW AND DURABILITY.

5. **LIABILITY AND INDEMNITY**

5.1 Relief for patent and copyright matters. Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that units of Network Equipment purchased by Customer infringe US or Canadian patent or copyright ("IP Right"). Tantalus' obligation to defend is effective only if Customer is not in breach of any of the terms and conditions of this Agreement and of any other agreement between the Parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment: (a) is adjudicated by a court of competent jurisdiction after

appeals therefrom are exhausted, as infringing any IP Right or (b) has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent unit; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a ten (10) year period. Tantalus' obligation to defend includes the sole right to settle. Tantalus' obligation to defend does not apply to the following: (A) Network Equipment based on a design, specification or instructions supplied or requested by Customer; (B) use of Network Equipment in combination with any other hardware or software not provided by Tantalus, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Network Equipment other than as permitted under this Agreement, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The foregoing states Tantalus' entire liability with respect to intellectual property infringement by any unit of Network Equipment. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products.

5.2 General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' gross negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend Customer, Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products.

5.3 Customer Indemnity. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither Party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall indemnify, defend and hold harmless Tantalus from and against any and

all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its Representatives, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment, Initial Deployment Services and Maintenance and Support Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment and TUNet or Customer's breach of any term, representation or warranty of this Agreement.

5.4 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF (1) FOR THE PERIOD FROM THE DATE HEREOF TO THE SECOND ANNIVERSARY OF THIS AGREEMENT, THE GREATER OF ONE MILLION DOLLARS (\$1,000,000) OR THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT, INITIAL DEPLOYMENT SERVICES AND MAINTENANCE AND SUPPORT SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM AND (2) FOR THE PERIOD FOLLOWING THE SECOND ANNIVERSARY OF THIS AGREEMENT, THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT, INITIAL DEPLOYMENT

SERVICES AND MAINTENANCE AND SUPPORT SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO AN EXCUSING EVENT; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT, INITIAL DEPLOYMENT SERVICES AND MAINTENANCE AND SUPPORT SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 Ownership of Intellectual Property. Except for licenses otherwise expressly granted under this Agreement, nothing hereunder conveys to Customer any Proprietary Rights in TUNet and Customer acknowledges Tantalus' exclusive rights thereto. This Agreement will not be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any product or invention of Tantalus, or any combination of TUNet with any other product of Tantalus.

7. TERM AND TERMINATION

7.1 Term. Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year commencing on the execution date of this Agreement ("Initial Term"). Thereafter, the Agreement will automatically renew for successive one (1) year periods thereafter, unless terminated in accordance with the terms of this Agreement (each, together with the Initial Term, the "Term").

7.2 Termination.

(a) Either Party may terminate this Agreement effective upon the delivery of written notice of such termination to the other Party, if the other Party:

(i) becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed

for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding;

(ii) breaches its obligations related to confidentiality; or

(iii) is in default in any material respect in the performance of any its obligations under of this Agreement, provided that the Party not at fault has given the other Party forty five (45) days prior written notice of such default and such other Party has not remedied the default during such 45-day cure period; provided however if the defaulting Party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45-day cure period will be reduced to five (5) business days.

(b) Either Party may terminate this Agreement, at any time and for any reason, on ninety (90) days' prior written notice to the other Party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for all amounts due to Tantalus arising prior to the termination date, including the cost of Network Equipment received by Customer prior to such termination date or that has been shipped within 45 days following the date of the notice of termination and any fees for Maintenance and Support Services for the period prior to the effective date of such termination.

(c) Prior to the effective termination of this Agreement, all of the terms and conditions of, and the respective rights and obligations of the Parties to, this Agreement will remain completely valid and enforceable; provided however that, in the event Tantalus terminates the Agreement under Section 7.2(a), then any deliveries of Network Equipment, Initial Deployment Services and Maintenance and Support Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled and any product warranties or guarantees hereunder shall be terminated and of no further force and effect.

7.3 Other Remedies. Termination is not the sole remedy available under Section 7.2(a) of this Agreement and, whether or not termination is effected; all other legal remedies will remain available.

7.4 Survival. Notwithstanding anything to the contrary in this Agreement, no expiration or termination of this Agreement by either Party shall affect any rights or obligations of either Party: (i) which are vested pursuant to this Agreement as of the effective date of such expiration or termination, (ii) any other provisions intended by the Parties to survive such expiration or termination including, but not

limited to, the non-disclosure obligations set forth in the MNDCA.

8. DISPUTE RESOLUTION

8.1 Dispute Resolution. Except for Disputes related to nonpayment or as otherwise provided in this Section, neither Party shall resort to formal litigation proceedings until the Parties have attempted to resolve the Dispute through non-binding mediation. The Party raising a Dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the Dispute (a “**Dispute Notice**”). A designated senior management representative of each Party shall attempt to resolve the Dispute. If the Parties’ Representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction provided for in Section 9.5 of this Agreement as mutually agreed between the Parties. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after the later of the referral to a mediator or the mediation proceeding, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 9.5 of this Agreement. This Agreement shall not be construed to prevent a Party from instituting litigation proceedings earlier than as indicated in this Agreement to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations.

9. GENERAL PROVISIONS

9.1 Notices. All notices under this Agreement shall be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, (c) mailed by certified mail, postage prepaid or overnight delivery service

to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:

Peter A. Londa, President & CEO Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Customer:

City of Coffeyville
Attn: City Clerk
PO Box 1629
Coffeyville, KS 67337
Facsimile: (620) 252-6175
E-mail: mcarter@coffeyville.com

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either Party may change the address for service by giving 15 days’ advance written notice to the other Party.

9.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

9.3 Entire Agreement. This Agreement together with the Exhibits attached hereto constitute the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

9.4 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. No waiver by any Party or any breach or series of breaches in performance by the other Party, and no failure, refusal or neglect to exercise any right,

power or option given to either Party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such Party of its right at any time thereafter to require strict compliance with the provisions hereof.

9.5 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Kansas without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer:

(a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement must be brought in the District Court of Montgomery County, Kansas, which Court will have exclusive jurisdiction over any controversy arising out of this Agreement;

(b) consent to the jurisdiction of such Court in any such suit, action or proceeding;

(c) unconditionally waive any objection which it may have to the laying of venue of any such suit, action or proceeding in such Court and claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

(d) unconditionally waive a trial by jury in any such suit, action or proceeding.

9.6 Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement where such default, delay or failure is due to a Force Majeure. Lack of funds or credit will not constitute a Force Majeure. In the event of a Force Majeure, the Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

9.7 Compliance with Laws. Each Party shall, at its own cost and expense, comply with all applicable Laws relating to the subject matter of this Agreement.

9.8 Successors and Assigns. This Agreement binds, and inures to the benefit of, the Parties and their respective successors. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under this Agreement in connection with a factoring arrangement.

9.9 Further Assurance. Each Party undertakes with the other Party that it will execute such documents and do such acts and things as that other Party may reasonably require for the purpose of giving to that other Party the full benefit of the provisions of this Agreement.

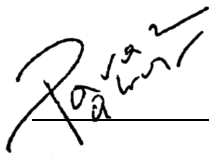
9.10 Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement may be executed and delivered electronically or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized Representatives as of the date and year set out in page 1.

TANTALUS SYSTEMS INC.

CITY OF COFFEYVILLE, KS

By:  _____

By: _____

Name: Param Pawar

Name: _____

Title: Vice President, Finance

Title: _____

EXHIBIT A

END USER LICENSE AGREEMENT

This End User License Agreement (the “**EULA**”) is effective as of _____ between **Tantalus Systems Corp.**, a Canadian corporation, with a primary business address of 3555 Gilmore Way, Suite 200, Burnaby, BC V5G 0B3 Canada (“**Tantalus**”) on behalf of itself and its Affiliates, and the City of Coffeyville, Kansas, with a primary business address of 102 W. 7th Street, Coffeyville, Kansas 67337 (“**Customer**”). Reference is hereby made to that certain Network Systems Agreement, dated _____, by and between Tantalus Systems Inc. (an Affiliate of Tantalus) and Customer (the “**Network Systems Agreement**”). All capitalized terms herein not otherwise defined shall have the meaning set forth in the Network Systems Agreement.

ARTICLE I

All Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto (the “**Licensed Software**”), which excludes third-party software products that have their own end user license terms, is subject to the terms and conditions of this EULA. THIS EULA IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND TANTALUS AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN CUSTOMER’S USE OF THE LICENSED SOFTWARE. BY INSTALLING OR USING ALL OR ANY PORTION OF THE LICENSED SOFTWARE, CUSTOMER ACCEPTS ALL THE TERMS AND CONDITIONS STATED OR REFERENCED IN THIS EULA. IF CUSTOMER IS UNABLE OR UNWILLING TO ENTER INTO AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS EULA, OR IF THIS EULA TERMINATES FOR ANY REASON, CUSTOMER MUST NOT INSTALL OR USE THE LICENSED SOFTWARE AND SHALL IMMEDIATELY RETURN TO TANTALUS THE NETWORK EQUIPMENT ON WHICH THE LICENSED SOFTWARE RESIDES AND/OR IS USED.

GRANT OF LICENSE. The Licensed Software is licensed, and not sold, for use by the legal entity entering this EULA and only in accordance with the terms of this EULA. Subject to the terms and conditions of this EULA and any limitations imposed as part of a special beta test, trial, or promotional program, Tantalus hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Licensed Software solely for its internal business operations in conjunction with the application package purchased from Tantalus by Customer, for operation in Tantalus -approved application environments, and in strict accordance with third-party license conditions, if any, or as otherwise set forth by Tantalus in writing if not set forth under the terms of this EULA, and Tantalus reserves all other rights.

RESTRICTIONS ON USE. Unless expressly permitted by

Article I of this EULA, or otherwise by applicable law or by Tantalus in writing, Customer shall not: (i) reproduce, modify, adapt, translate, update or transmit the Licensed Software, in whole or in part; provided, however that Customer may temporarily transfer the Licensed Software from one physical device to another in the event of a computer malfunction; (ii) rent, lease, license, assign, give, transfer, or otherwise provide access or distribute the program or rights to the Licensed Software to another entity; (iii) use, alter, remove, or cover trademarks or proprietary notices of Tantalus or any third party on the Licensed Software; (iv) directly or indirectly export, import or transmit the Licensed Software, or any direct product thereof, to any country in contravention of the laws of that country or the laws of the United States or Canada; (v) use the Licensed Software except in Tantalus -approved application environment(s); (vi) decompile, disassemble, decrypt, unbundle, extract or otherwise attempt or assist others to reverse engineer the Licensed Software, except as necessary, when permitted by applicable law, to correct defects or achieve interoperability with complimentary programs, for Customer’s purposes only, but only if Customer has subscribed for, and paid all applicable fees relating to, the Licensed Software Maintenance Services and Tantalus has refused to provide such Licensed Software Maintenance Services; (vi) use the Licensed Software for rental, timesharing, subscription service, hosting or outsourcing; (vii) make the Licensed Software available in any manner to any third-party for use in the third-party’s business operations (except that Customer may permit its customers to use the Licensed Software only in furtherance of interactions between the Customer and its customers as expressly permitted by Tantalus); (viii) use the Licensed Software to provide third-party training; (ix) disclose results of any Licensed Software benchmark tests without Tantalus or its third-party supplier’s prior written consent; (x) duplicate the Licensed Software, except for a sufficient number of copies as permitted by Article I of this EULA, or any documentation; or (xi) publish any results of any benchmarks or similar tests performed on the Licensed Software.

Use of the Licensed Software is limited to Customer, along with its approved agents or contractors (including, without limitation, outsourcers, if applicable) on Customer's behalf for Customer's internal business operations, subject to the terms of Article I of this EULA. Customer shall be responsible for its agents', contractors', outsourcers', customers' and members' use of the Licensed Software and compliance with this EULA.

Unless otherwise agreed between Customer and Tantalus, Tantalus has no obligation to provide maintenance, updates, fixes, support, or training for the Licensed Software.

THIRD-PARTY TECHNOLOGY. Customer acknowledges and agrees that certain third-party technology, as indicated in the documentation or otherwise communicated by Tantalus, may be provided for use with the Licensed Software. Customer shall have the right to use third-party technology only with the Licensed Software and in accordance with the terms of any such third-party license agreement specified in the documentation or otherwise provided by Tantalus to Customer.

EXPORT RESTRICTIONS. Export laws and regulations of Canada and the United States and any other relevant local export laws and regulations apply to the Licensed Software. Customer agrees that such export control laws govern Customer's use of the Licensed Software (including technical data) and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information and/or Licensed Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer represents and warrants that: (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

OWNERSHIP. The Licensed Software is protected by Canadian, United States, and international copyright and intellectual property laws. All rights to the Licensed Software are owned by Tantalus, its Affiliates or third-party suppliers, and Tantalus, its Affiliates, or third-party suppliers retain all rights, title, and interest in and to the Licensed Software including, without limitation, the source code, object code and any related information and documentation that may be provided as part of standard shipment(s) of Licensed Software. By acquiring a license to use the Licensed Software, Customer does not become the owner of the Licensed Software or receive any interest in the Licensed Software, and Customer has only limited license rights to use

the Licensed Software, source code, object code and related information and documentation in accordance with the terms of this EULA. Furthermore, Customer may not assign, give, or transfer any interest in the Licensed Software to any third party. This section shall survive the termination or expiry of this EULA.

AUDITS. Tantalus shall have the right, upon reasonable request, to audit the systems and records of Customer necessary to verify Customer's compliance with this EULA. Customer shall provide reasonable assistance and access to information necessary to complete the audit. Customer acknowledges and agrees that Tantalus may report the audit results to its third-party suppliers, as applicable, and such third-party suppliers may audit Customer directly. Customer acknowledges and agrees that Tantalus or its third-party suppliers, as applicable, shall not be responsible for any costs incurred by Customer in cooperating with audits under this section.

UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA). For clarity, Tantalus and Customer acknowledge and agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) do not apply to this EULA.

LIMITED WARRANTY. For a period of one (1) year from the date of connection of the Network Equipment to the network server hosted by the Kansas Municipal Energy Agency ("KMEA"), the physical media on which the Licensed Software is recorded by Tantalus will be free from defects in materials and workmanship under normal use. If failure of such physical media has resulted from accident, abuse or misapplication, Tantalus will have no responsibility to replace the physical media or refund any portions of the amount paid by Customer for the Licensed Software thereon. This limited warranty on the physical media from Tantalus on which the Licensed Software is recorded applies only when all three of the following conditions prevail: (a) such physical media is used in accordance with Article I of this EULA by the original customer and not by an assignee; (b) Customer is not the subject of bankruptcy or comparable proceedings; and (c) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure or there is not an Excusing Event (as such term is defined in that certain Network Systems Agreement, dated as of _____ by and between Tantalus and Customer) in effect at such time.

CUSTOMER'S SOLE REMEDY. Tantalus and its Affiliates', suppliers', agents', officers' and directors' entire liability and Customer's sole remedy under this EULA for defects or failure of the Licensed Software shall be, at Tantalus' option from time to time exercised subject to applicable law, repair or replacement of the physical media that does not meet this limited warranty. This limited

warranty is void if failure of the physical media has resulted from accident, abuse, misapplication, abnormal or improper use, a virus or use in contravention of this EULA. Any replacement physical media will be warranted for the remainder of the original limited warranty period or thirty days (30) days, whichever is longer.

LIMITATION OF REMEDIES. TO THE EXTENT NOT PROHIBITED BY LAW, TANTALUS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE. TANTALUS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE LICENSED SOFTWARE OR THAT THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT IS COMPLETELY SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TANTALUS DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE LICENSED SOFTWARE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE LICENSED SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY TANTALUS, THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

IN NO EVENT SHALL TANTALUS OR ITS THIRD PARTY SUPPLIER(S) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE OR ANY DATA DERIVED THEREFROM, EVEN IF TANTALUS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIRD PARTY BENEFICIARY. Oracle Canada ULC, along with any other third party that Tantalus may indicate in writing to Customer, shall be a third-party beneficiary of this EULA.

ARTICLE II

TERM, TERMINATION AND SURVIVAL. This EULA shall remain in effect until terminated by either Party upon ten (10) Business Days' written notice to the other Party ("Term"), provided however, the obligations of either Party under this EULA with respect to any given information shall survive any termination of this EULA until the information no longer qualifies as Confidential Information. Further, the sections entitled 'RESTRICTIONS ON USE,' 'EXPORT RESTRICTIONS,' 'OWNERSHIP,' 'LIMITED WARRANTY,' 'LIMITATION OF REMEDIES,' 'CUSTOMER'S SOLE REMEDY,' and this Article II shall survive any termination or expiration of this EULA. Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA (a) upon termination of the Network Systems Agreement or if Customer is no longer receiving Maintenance and Support Services from Tantalus or its Affiliates, (b) if Customer fails to cure any material breach of this EULA within thirty (30) days after written notice of such breach including without limitation Customer's failure to pay any amounts required pursuant to this Article II, provided that Tantalus may terminate this EULA and the license granted pursuant to Article I of this EULA immediately upon any breach of Article I of this EULA; (c) if Customer ceases operation without a successor; (d) in order to comply with applicable laws, regulations, or requests of governmental entities, including U.S. and Canadian economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls; or (e) if Customer seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA if Customer does not abide by the terms and conditions of this EULA. Upon termination of the license granted pursuant to Article I of this EULA for

any reason, Customer must discontinue use and destroy or return to Tantalus, at Tantalus' discretion, the Licensed Software and all of its documentation, and all copies thereof.

PAYMENT. Customer shall pay all fees and other amounts payable associated with the Licensed Software and any goods or services purchased by Customer from Tantalus or its Affiliates, including, without limitation, all fees for Maintenance and Support Services, in accordance with the terms and conditions pursuant to which such goods and services are purchased by Customer.

NOTICES. All notices under this EULA must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:

Peter A. Londa, President & CEO
Tantalus Systems Inc
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Customer:

City of Coffeyville
Attn: City Clerk
PO Box 1629
Coffeyville, KS 67337
Facsimile: (620) 252-6175
E-mail: mcarter@coffeyville.com

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

ENTIRE AGREEMENT. This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof. Should any provision of this EULA be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this EULA shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this EULA will be effective unless set forth in writing signed by both

Parties.

GOVERNING LAW AND VENUE. This EULA shall be governed and construed in accordance with the laws of the State of Kansas (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this EULA, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this EULA shall be brought solely and exclusively in Montgomery County, Kansas, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of the District Court of Montgomery County, Kansas.

SUCCESSORS AND ASSIGNS. Neither Party may assign this EULA or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

NON-WAIVER. A waiver of any claim, demand or right based on the breach of any provision of this EULA shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

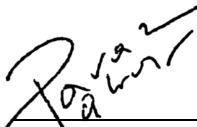
FURTHER ASSURANCE. Each Party undertakes with the other Party that it will execute such documents and do such acts and things as that other Party may reasonably require for the purpose of giving to that other Party the full benefit of the provisions of this EULA.

COUNTERPARTS. This EULA may be executed and delivered by facsimile or electronic signature and the parties agree that such facsimile execution or electronic signature and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or electronic signatures as evidence of the execution and delivery of this EULA by all parties to the same extent that an original signature could be used.

[Signatures on next page]

IN WITNESS WHEREOF, this EULA has been executed and delivered as of the date first written above.

TANTALUS SYSTEMS CORP.

By:  _____
Name: Param Pawar _____
Title: Vice President, Finance _____
Address: 200-3555 Gilmore Way _____
Burnaby, BC V5G 0B3 _____
E-Mail: ppawar@tantalus.com _____

CITY OF COFFEYVILLE, KS

By: _____
Name: _____
Title: _____
Address: _____
E-Mail: _____

LICENSED SOFTWARE MAINTENANCE SERVICES

ADDENDUM A-1

This is Addendum A-1 to the End User License Agreement.

Under the terms of this Addendum, Customer shall purchase, and Tantalus shall provide, software maintenance services, subject to the terms and conditions set out in this Addendum.

SERVICES. Subject to payment of the annual subscription fee for such services as set out below and the other terms and conditions of this Addendum, Tantalus shall provide to Customer such updates that are necessary and/or intended to maintain or improve the performance and efficiency of the Customer's existing system (the "**Updates**"), as Tantalus makes generally available to its customers, for the Licensed Software that is the subject of, and as defined in, the EULA (the "Licensed Software Maintenance Services"). Such Updates shall form part of the Licensed Software licensed in accordance with and subject to the terms of the EULA. Updates are performed by Tantalus technical support personnel pursuant to Exhibit B - Technical Support Agreement at no additional cost to Customer and Customer agrees to cooperate, if required, in the scheduling of such Updates.

For the avoidance of doubt, new and/or optional features, upgrades and enhanced functionalities that are not made generally available at no additional cost to all existing Tantalus customers (collectively, "**Upgrades**") may require Customer to incur additional fee(s), including without limitation, additional deployment service and project management fees, third-party licensing and related fees, licensing and recurring annual fees for Licensed Software Maintenance Services fees (collectively, "**Additional Services**"). Additional Services will be priced pursuant to Tantalus' then current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer.

SUBSCRIPTION AND ANNUAL SUBSCRIPTION FEES. Licensed Software Maintenance Services, as described in this Addendum, shall be provided to Customer, without payment of an associated annual subscription fee, during the first 12 months following shipment of the relevant Network Equipment to Customer from Shipping Point. Thereafter, Tantalus shall invoice Customer in advance on an annual basis for such Licensed Software Maintenance Services. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Such fees shall be adjusted from time to time in accordance with the Network Systems Agreement. Customer shall pay to Tantalus the then current applicable annual subscription fee for such Licensed Software Maintenance Services within thirty (30) days of Customer's receipt of an invoice for such annual subscription fee from Tantalus. Any payments outstanding for more than ninety

(90) days from date of invoice will be considered a default under the Agreement. In the event of a default, Tantalus shall have no obligation to provide the Licensed Software Maintenance Services to Customer during such period and any guarantees set forth in this Agreement shall be deemed null, void and of no effect until Customer cures all default amounts. In order to cure such default, Customer may request that Tantalus re-commence provision of Licensed Software Maintenance Services by (a) issuing an appropriate purchase order to Tantalus, and (b) paying to Tantalus, within thirty (30) days of Customer's receipt of an invoice for such annual subscription fees from Tantalus, the then current applicable annual subscription fee for such Licensed Software Maintenance Services, and all applicable annual subscription fees for the period of time during which the Customer was in default (the "**Back-Dated Subscription Fees**"), plus 50% of the Back-Dated Subscription Fees.

CUSTOMER RESPONSIBILITIES. Customer shall maintain up-to-date and valid backup copies of its systems and data for recovery purposes. Customer acknowledges and agrees that Tantalus' ability to restore systems is limited to the extent that such systems have up-to-date and valid backup copies, including, without limitation, in accordance with procedures provided by Tantalus. Customer is responsible for protecting from loss, damage or destruction all hardware and software (including materials, data, specifications, tapes and programs) provided by Tantalus. The replacement of any such products lost, damaged or destroyed shall be at Customer's sole expense. Customer shall provide to Tantalus all necessary information, support and cooperation as is necessary for the performance of the Licensed Software Maintenance Services under this Addendum. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Tantalus requires, and Customer shall provide to Tantalus, secure and encrypted remote access to Customer's systems and servers as required and instructed by Tantalus, in Tantalus' discretion, to enable Tantalus to perform the Licensed Software Maintenance Services under this Addendum. Such instructions provided by Tantalus may include, without limitation, the use of a secure shell (ssh) or equivalent in accordance with Tantalus' security framework. If Customer requires Tantalus to utilize an alternative secure and encrypted access mechanism other than that provided or instructed by Tantalus, Customer shall pay Tantalus such additional service and support fees that may apply. Customer shall comply with the EULA, including, without limitation, the "Restrictions on Use" set out therein, failing which Tantalus shall have no obligation to provide the services described in this Addendum.

TERMINATION. Without prejudice to any other rights,

Tantalus may cancel the Licensed Software Maintenance Services if Customer does not abide by the terms and conditions of this Addendum.

* * **

EXHIBIT B TECHNICAL SUPPORT

Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Network Systems Agreement.

1. Technical Support. Customer shall purchase from Tantalus, and Tantalus shall provide to Customer, the Standard email and telephone technical support set forth in Addendum B-1 (“Technical Support”). On-site technical support is defined later in this Exhibit. For greater certainty, Technical Support does not include in or out of warranty repairs or hardware or software upgrades for Network Equipment. Technical Support shall commence 12 months from the earlier of the date of shipment of the server, start of hosting or spin-up of virtual server, as applicable. (“**Start Date**”).

Optional:

Premium Level Technical Support

☒ Check here if elected by Customer

2. Pricing. The price for Technical Support is outlined in Addendum B-2 and is based on the Technical Support Plan outlined in Addendum B-1 chosen by the Customer. The price is comprised of a base charge and an additional charge based on the number of endpoints (“**Endpoints**”) shipped to the Customer. All prices are based on a 12-month period and are exclusive of all federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Technical Support by Tantalus, excluding taxes on Tantalus’ income generally.

3. Payment. Tantalus shall invoice Customer in advance for Technical Support, on an annual basis, commencing on the Start Date. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Payment terms will be net thirty (30) days from date of Tantalus’ invoice. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies. Any payments outstanding for more than 90 days from date of invoice will be considered a default under the Agreement. In the event of a default, Tantalus shall have no obligation to provide the Technical Support to Customer during such period and any guarantees set forth in this Agreement shall be deemed null,

void and of no effect until Customer cures all default amounts. In order to cure such default, Customer may request that Tantalus re-commence provision of Technical Support by paying to Tantalus, within thirty (30) days of Customer’s receipt of an invoice for such Technical Support from Tantalus, the then current applicable Technical Support Fee for such Technical Support, and all applicable annual Technical support for the period of time during which the Customer was in default (the “**Back-Dated Technical Support Fees**”).

4. Price or Plan Changes. Tantalus reserves the right, in its sole discretion, to modify the: (1) *Technical Support Plan* as outlined in Table 1 of Addendum B-1 and (2) *Plan Pricing* as outlined in Addendum B-2 on written notice to Customer provided at least sixty (60) days prior to the expiry of the then current Term. In the event that Customer elects to change its Technical Support from standard to premium or vice versa at any time, or if Customer elects to receive Additional Services (as defined in Addendum A-1 to the EULA), Customer shall execute and deliver to Tantalus an acknowledgement of such election and the corresponding pricing associated therewith in a form acceptable to Tantalus. The level of Technical Support and/or Additional Services (and the corresponding fees associated with such Technical Support and/or Additional Services) shall not be adjusted by Tantalus until it has received such acknowledgement from Customer (“**Support Change Acknowledgement**”).

5. On-Site Support. Within this Agreement, Tantalus Technical Support is email and telephone based. On-site technical support, and other support services, may be provided, and will be billed outside the scope of this Agreement, including reasonable travel and living expenses for on-site Tantalus personnel.

6. Customer Obligations. Customer agrees:

(a) that prior to requesting Technical Support, Customer will perform all diagnostics and follow the information provided by Tantalus to try and resolve any TUNet problems prior to contacting Technical Support;

(b) that in order to have continuity in Technical Support, Customer will (i) designate, in writing, a minimum of two (2) personnel who have received full training from Tantalus in the operation of TUNet (“**TUNet Operators**”) and (ii) ensure that those TUNet Operators are the only individuals that request Technical Support;

(c) to install and maintain network servers and other infrastructure, including any software upgrades as may be recommended by Tantalus from time to time, consistent with the Standards;

(d) to safeguard all data during any TUNet system maintenance; and

(e) to install and maintain a robust and secure virtual private network (VPN) and/or secure shell connection (SSH) to the Tantalus network servers to allow network server maintenance, performance monitoring and upgrades as may be required.

TECHNICAL SUPPORT PLAN

ADDENDUM B-1

This document is Addendum B-1 to Exhibit B Technical Support. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement. The Technical Support Plans available are as follows:

STANDARD¹	PREMIUM²
Service Includes: Technical Support 7AM - 7PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable) Response to queries within 4 hours of initial contact.	Service Includes: Technical Support 7AM - 9PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable) Response to queries within 4 hours of initial contact. 7 x 24 Extended Customer Support based on exception-based monitoring* *Exception Based Monitoring is defined as alarms related to TCC and/or NC issues
Consolidated Invoices (TSA/Annual Support) - NS/NC Software Annual Maintenance - Endpoint Annual Maintenance	Consolidated Invoices (TSA/Annual Support) - NS/NC Software Annual Maintenance - Endpoint Annual Maintenance
Quarterly Training Sessions - Remote [non-certification]	Quarterly Training Sessions - Remote [non-certification]
Customer Community access	Customer Community access
	Annual Users Conference - Admission for 2
	Priority email premiumsupport@tantalus.com - Response in 4 hours
	Priority Support Line
	Online Technical Support Chat Annual Certification Training - TUNet University - Admission for 2
	Custom Billing Exports - Includes annual support
	NS (TCC) Labor Tantalus labor for troubleshooting and resolution (excludes materials)
	48-hour Part Replacement - M-F (excluding U.S.A. and Canadian holidays), cutoff by 3PM
	Advance RMA replacements - Shipment within 48 hours after reported issue
	Remote System Health Check - Annual investigation with reported customer action plan - WAN Assessment - LAN Assessment - Dashboard Health Check
	Assigned Project Manager (PM)

¹ Standard level technical support is required for all Customers.

² Premium level technical support is available for an additional fee, payable up front.

Individual features of each plan are as described below:

CUSTOMER SUPPORT

Standard Level – Technical support 7AM - 7PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable). Response to queries within 4 hours of initial contact.

Premium Level - Technical Support 7AM - 9PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable). Response to queries within 4 hours of initial contact.

7 x 24 Extended Customer Support based on exception-based monitoring.

**Exception Based Monitoring is defined as alarms related to TCC and/or NC issues.

CONSOLIDATED INVOICES

Consolidated invoices for annual licensed software maintenance and technical support, including VC/IPC/NS/NC Software Annual Maintenance and Endpoint Annual Maintenance are included as part of Tantalus' Standard and Premium Technical Support packages.

QUARTERLY TRAINING SESSIONS

Remote Training

The training sessions are flexible and can be broken up into multiple sessions, depending on the required participants. These WebEx based training sessions are designed as 60-90-minute web-based discussion groups, held once per quarter based upon the subject matter generated at Tantalus' Annual Users Conference. Recorded sessions are made available in Customer Community, via e-mail, etc.

COMMUNITY ACCESS

Community Access includes the following:

- Tools to track the status of current and previous equipment orders and enter and track Return Material Authorization (RMA) orders for Tantalus equipment through the Customer Community portal are made available as part of Phase 2 implementation.
- A TUNet Library provides TUNet technical product documentation and installation guides.
- A Project Information section including tracking of project related meetings and action items.
- A knowledge-based forum for open discussion of current issues in the deployment and concerns of the project team.
- An Issue Creator allows the Customer to create feature requests and other issues for the Tantalus project team in the event that the issue is not already covered in the standard system documentation. Once created, issues are evaluated, resourced, and reported based on resource availability. Time sensitive and urgent issues should be raised by Customer via Tantalus' Technical Support Line at +1- 877-886-3848.

Routine Documentation Updates

Routine updates to operational TUNet material will be provided to all Customers. Examples of these Documents include Network Server Operation Manuals, TUNet endpoint product manuals, and other equipment upgraded as a part of system improvements. Updated versions of all Customer documentation will be available in Customer Community.

NOTE: THE REMAINING TECHNICAL SUPPORT FEATURES BELOW ARE ONLY AVAILABLE WITH THE PURCHASE OF PREMIUM SUPPORT PACKAGE.

ANNUAL TANTALUS USERS CONFERENCE – ADMISSION FOR TWO (2) *

With the purchase of a Premium package, the Customer receives admission for two (2) representatives to the Annual Tantalus Users Conference (TUC).

The annual TUC provides an excellent opportunity for the TUNet community to gather for education, sharing, networking, and social events. The TUNet User conference is a knowledge-driven event with heavy focus on the customer experience, technical

training, and collaboration with Tantalus, utility peers, and our extensive network of partners.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

DESIGNATED PRIORITY SUPPORT EMAIL

With purchase of a Premium package, Customer will receive a priority email address which directs email messages to the Field Operations team during non-core business hours, thereby allowing the issue being reported to receive attention prior to the start of the next Business Day. During normal business hours, response is provided within 4 hours.

Priority Support Email Address: premiumsupport@tantalus.com

PRIORITY SUPPORT LINE

With purchase of a Premium package, once available, Customer will have direct access to Tantalus' Field Operations team for placing high priority calls during non-core business hours. Upon receipt of such calls, Tantalus staff will take action, either by solving the problem directly, or by contacting other expert individuals to assist depending on the nature of the call.

Tantalus will apply commercially reasonable efforts to promptly deliver the described services in a professional and workman-like manner and in accordance with generally recognized commercial practices and standards. The promptness and utility of our response may vary from time-to-time, depending upon the accuracy and completeness of the information provided, our ability to reproduce the problem, the scope of work required to address an issue, and the volume of support service traffic at the time.

ONLINE TECHNICAL SUPPORT CHAT

Customers will be able to access Tantalus' Online Technical Support Chat ("Live Chat") to have a personalized one-on-one, real time, text-based interactive conversation with a Tantalus Field Service representative.

Live Chat is available through Customer Community and will be queued on a first-come-first-serve basis.

Hours of operation - 8:00am to 5:00pm, Monday – Friday, excluding U.S.A. and Canadian holidays.

ANNUAL CERTIFICATION TRAINING – TUNET UNIVERSITY

TUNet University™ – Admission for two (2) *

With purchase of a Premium package, Tantalus University™, a comprehensive training and certification series is available to TUNet Users. Tantalus University is designed to provide a full range of advanced training opportunities for TUNet Users across all utility departments. These valuable training courses will ensure that Users are able to maximize value from TUNet AMI investments, optimize system performance, and enhance technical skillsets. Class sizes are limited to ensure that students receive very focused and personalized training. Students who successfully complete Tantalus University courses will be endorsed as Certified TUNet Users. Completion of a Tantalus University course is currently the only way to receive this designation.

TUNet University training certification is required for those utility personnel responsible for reporting to and obtaining assistance from Tantalus Technical Support.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

CUSTOM BILLING EXPORTS

With purchase of a Premium package, Customer has access to a billing function that summarizes meter data and presents it directly to Customer's billing or CIS system from TUNet.

TUNet can be used to bill utility customers based on end of day readings, interval readings, for both single-phase and poly-phase meters.

Includes customized extraction scripts of Customer data from the TUNet database and maintenance.

NS (TCC) LABOR

For problems related to component failures of Tantalus-sourced TCC hardware that is less than five (5) years old.

Includes Tantalus labor for troubleshooting and related resolution at software and hardware levels (e.g., including database administration)

Does not include materials.

48 HOUR PART REPLACEMENT

Applicable to non-warranty parts, excluding Network Server / TCC, during the times listed below. Only includes the cost associated with outgoing expedited shipping of component. Does not include the cost of material or shipping charges incurred by Customer.

Monday – Friday (excluding U.S.A. and Canadian holidays), cutoff by 3pm. Shipment within 48 hours after reported issue.

ADVANCE RMA REPLACEMENTS

Most TUNet endpoint devices have a unique TUNet Network ID (NID) in a bar code on each unit. You can use the Customer Community to request an RMA for any of these devices (TCs, RTs, LMs, XRs, etc.). The Customer Community will tell you whether the device is under warranty and help you through the process of submitting your request.

Inquiries about Network Servers, Network Controllers and any other equipment that does not have a NID should be directed to your Project Manager.

With the purchase of a Premium package, equipment repairs conducted under the applicable equipment warranty will include advance replacement of the failed components, if such components are available in Tantalus inventory, to afford greater responsiveness to the Customer. Otherwise, Tantalus will require the failed component be received prior to shipping a replacement under warranty. Where advance replacement is provided for failed components under warranty, Customer must return the failed component, within 30 days of shipment of advance replacement, freight prepaid by Customer to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed on-line problem sheet. Where advance replaced failed components are not returned by Customer within 30 days, Tantalus will invoice Customer for the price of the advance replaced component supplied and Customer hereby agrees to make payment to Tantalus within 30 days of the invoice date.

REMOTE SYSTEM HEALTH CHECK

With purchase of a Premium package, Customer receives:

- Annual investigation with reported customer action plan
- WAN Assessment
- LAN Assessment
- Dashboard Health Check

A remote system health check provides a summarized report identifying Customer actions that need to be performed in order to improve system performance.

ASSIGNED PROJECT MANAGER

With purchase of a Premium package, Tantalus will assign a specific Project Manager to the Customer's project.

TANTALUS TECHNICAL SUPPORT CONTACT INFORMATION

If you have an URGENT issue, call: +1-877-886-3848 For non-urgent issues, please email:

Standard TSA - tantalustechsupport@tantalus.com

Premium TSA - premiumsupport@tantalus.com

**ADDENDUM B-2
PLAN PRICING**

See Exhibit D - Pricing and the pricing note below for Tantalus' annual maintenance and support pricing.

Optional Premium Level Support

SL-3001	Service Level, Premium – Maintenance and Support Year 1 – N/C per Exhibit G Year 2 and Year 3 (Pre-paid at \$15,000.00/year)	Total:	\$30,000.00
---------	--	--------	-------------

Third-Party Products

See Exhibit D – Pricing and the pricing notes below for recurring fees associated with CSA Software.

CSA Pricing Notes:

(relating to the MDM and Customer Portal)

Data Charges	first 100 GB	\$.80 per GB
	next 400 GB	\$.40 per GB
	next 1500 GB	\$.20 per GB
	next 14000 GB	\$.15 per GB

Interfaces

Initial	Monthly		
	Interface to SCADA	\$7,500.00	2%/month
	Interface to ESRI GIS	\$7,500.00	2%/month
	Interface to Smallworld-based GIS	\$3,500.00	2%/month
	Additional Interfaces to AMI	\$7,500.00	2%/month
	Weather Data Interface (DarkSky.net)	\$-	
	Other Weather Interface	\$7,500.00	2%/month
	Third-party Portal Interface	\$8,000.00	2%/month

EXHIBIT C DEPLOYMENT PARTNERSHIP

This is Exhibit C to the TUNet Network System Agreement. Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Agreement.

1. **OBJECTIVE/TERM**

1.1 **Objective.** This Exhibit contains and describes the respective partnership responsibilities between Tantalus and Customer necessary to ensure a successful TUNet system deployment. The Network Equipment works to form a communications system with unique characteristics for each deployment. This Exhibit defines Tantalus' system deployment requirements and obligations.

1.2 **Term.** This Exhibit will terminate upon the termination of the Agreement.

2. **SYSTEM PERFORMANCE PARTNERSHIP RESPONSIBILITIES**

2.1 **Overview.** Tantalus will be responsible for the specified performance of the Network Equipment during the applicable warranty period as described in Section 4.1 of the Agreement, which enables the operation of TUNet as described at:

http://www.tantalus.com/tech_overview.php

Additionally, Tantalus is responsible for the proper design, delivery, installation training, testing and network operation training of the Network Equipment purchased by Customer that combine to create TUNet. Optimizing TUNet network performance requires that Tantalus specify and manage overall system configuration, customer training, and compliance to deployment plan and TUNet deployment guidelines with Customer from the outset. Further, Customer compliance with TUNet standard operating practices as outlined in the Customer System Performance Partnership Requirements in Section 2.3 of this Exhibit ("**Customer Requirements**") is mandatory in order for the Customer to optimize TUNet network performance.

3. **TANTALUS SYSTEM PERFORMANCE PARTNERSHIP REQUIREMENTS.**

Tantalus requirements are as follows:

3.1 **Bid Stage to:**

(a) provide the Network Equipment list associated with the initial deployment design,

(b) define a rough project schedule,

(c) outline the network/Customer system interface requirements, and provide an initial system design assessment including assisting Customer in tower site selection and procuring RF spectrum if applicable.

3.2 **Project Setup Stage to:**

(a) provide project engineering support for the deployment of Network Equipment at the Customer site,

(b) provide a project manager to be a single point of contact for Customer,

(c) work with Customer to assess and deliver a final system design,

(d) work with third parties involved in the deployment and with Customer at the start of the deployment to develop a detailed TUNet deployment project plan.

(e) provide support to Customer in developing a detailed overall project plan,

(f) provide system design support for the deployment process to meet the specific needs of Customer,

(g) highlight areas of concern in the deployment including identification of remote or hard to reach sites and options for overcoming communications challenges,

(h) define the initial deployment to include the number and approximate geographic location of Network Equipment, the timeline for deployment as further outlined below ("Initial Deployment"),

(i) implement a Customer training program,

(j) review the IT integration plan including meter data management ("**MDM**") and back- end integration systems to the Tantalus network server as applicable, and

(k) provide support in identification of project milestones, Customer responsibilities, and responsibilities of any third parties to the project.

3.3 **Project Deployment Stage** to:

(a) help ensure successful Initial Deployment, the initial TUNet setup is a critical step in ensuring a well-functioning network. In all cases, Tantalus requires the commitment of Customer to the agreed upon project deployment plan. The project deployment plan will include the following areas:

(b) System Integration. Tantalus will provide system integration, management, and support to Customer for integration activities between the TUNet network server and third-party systems utilizing TUNet data,

(c) Network Setup. Tantalus will provide Customer guidance on the initial network setup, network server, wide area network ("WAN"), and local area network ("LAN") components, and

(d) Training. Tantalus will provide comprehensive Customer training with respect to deployment, maintenance, and operation of the TUNet system.

3.4 **Deployment and System Management Stage**

(a) To help ensure the performance of TUNet, Tantalus will provide ongoing technical and software maintenance support to Customers as outlined in the Technical Support Exhibit and EULA. The Technical Support Exhibit outlines the type and cost of technical support provided to the Customer to ensure TUNet functionality and for the Customer to optimize TUNet performance.

4. **CUSTOMER SYSTEM PERFORMANCE PARTNERSHIP REQUIREMENTS.**

Customer requirements are as follows:

4.1 **Project Set-Up Stage** to:

(a) review and agree to the Project purchase and maintain a minimum level of Standard technical support from Tantalus as outlined in the Technical Support Exhibit,

(b) install and maintain a robust and secure VPN and/or SSH to allow for server maintenance, performance monitoring, and upgrades.

4.2 **Project Deployment Stage** to:

(a) place Purchase Orders, purchase and pay for; deploy, or arrange for deployment of; the Network Equipment, Initial Deployment Services and Maintenance and Support Services described herein as are required for the Project,

(b) participate in TUNet system performance audits at key milestones along the deployment path to validate system effectiveness.

4.3 **Generally, to:**

(a) install, maintain and operate the Network Equipment and TUNet in accordance with the Specifications and Standards.

(b) provide a project manager to be a single point of contact for Tantalus,

(c) ensure that all appropriate Customer personnel receive initial and periodic TUNet training by Tantalus personnel,

(d) assist in providing functioning back-haul communications infrastructure for connection to the TUNet 220 MHz wide-area-network, and/or if applicable, other wide-area network systems (Fiber, WIMAX, etc.) whether provided by the Customer or a third party, as required per the system design,

(e) install, set up, maintain and upgrade network servers consistent with industry and Tantalus recommended standards, including any software upgrades that may be provided by Tantalus from time to time as per the EULA

For the avoidance of doubt, any failure to perform the requirements set forth in this Exhibit C shall constitute a breach of the Agreement.

EXHIBIT D PRICING

See the attached Bid Schedule, which shall be used by the Parties as the basis for developing mutually agreed Purchase Order(s), as appropriate, for submission by Customer.

BID SCHEDULE
CONTRACTOR'S LIST OF MATERIALS AND EQUIPMENT
TO BE PROVIDED AS PART OF BID SCHEDULE

Each Bidder shall fill in the following schedule of materials and equipment that he intends to provide as a part of his bid.

BIDDERS are advised that only equipment and material specified in Section 01100 – SPECIFIED EQUIPMENT AND ALTERNATIVES or in Addenda issued may be included in the Base Bid, and that only bids with the completed "Contractor's List of Materials and equipment" shall be considered.

Alternate equipment and materials other than those listed in Section 01100 may be submitted to the ENGINEER until fourteen (14) days prior to the date of Bid Opening. Only those alternate materials and equipment receiving approval from the ENGINEER may then be listed and included in the Contractor's Bid. Written approval will be provided to the prospective BIDDERS. Contractor shall include the manufacturer to be used for all materials listed below.

ITEM	NAME OF MANUFACTURER
Fixed Network AMI System	<u>Itron, Aclara, Tantalus, Sensus, or Landis Gyr</u>
Water Meters	<u>Badger, Kamstrup, Itron, Sensus, or Master Meter</u>
Electric Meters	<u>Itron, Aclara, Sensus, or Landis Gyr</u>

BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern.

BASE BID				
Item No.	No. of Units	Item Description	Unit Price Dollars Cents	Extended Total Dollars Cents
1	3,870 EA	5/8" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>260.69</u>	\$ <u>1,008,870.30</u>
2	100 EA	5/8" Water Meter and AMI Module, Provided Per Plans & Specifications (Bench Stock)	\$ <u>215.44</u>	\$ <u>21,544.00</u>
3	232 EA	1" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>306.51</u>	\$ <u>71,110.32</u>
4	20 EA	1" Water Meter and AMI Module, Provided Per Plans & Specifications (Bench Stock)	\$ <u>261.26</u>	\$ <u>5,225.20</u>

Item No.	No. of Units	Item Description	Unit Price Dollars Cents	Extended Total Dollars Cents
5	50 EA	1-1/2" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>749.17</u>	\$ <u>37,458.50</u>
6	5 EA	1-1/2" Water Meter and AMI Module, Provided Per Plans & Specifications (Bench Stock)	\$ <u>600.42</u>	\$ <u>3,002.10</u>
7	108 EA	2" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>1,126.23</u>	\$ <u>121,632.84</u>
8	10 EA	2" Water Meter and AMI Module, Provided Per Plans & Specifications (Bench Stock)	\$ <u>776.23</u>	\$ <u>7,762.30</u>
9	10 EA	3" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>2,405.22</u>	\$ <u>24,052.20</u>
10	18 EA	4" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>3,382.83</u>	\$ <u>60,890.94</u>
11	4 EA	6" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>6,228.26</u>	\$ <u>24,913.04</u>
12	Lump Sum	AMI Data Collector Unit(s), Complete & In Place, Per Plans & Specifications	\$ <u>47,692.00</u>	\$ <u>47,692.00</u>
13	Lump Sum	Hosting Fee (First 3-years), Startup, Software, Professional Services, Software licenses, Etc. (Maintenance + Support for 3 years) NOTE: Reduced hosting rate for KMEA hosting relationship. Hosting fee of \$3,675/year is paid to KMEA.	\$ <u>94,857.50</u>	\$ <u>94,857.50</u> ¹
13-A	Lump Sum	MDM and Customer Presentment Portal Fees (3 years) Software, Hosting, Services, etc.	\$ <u>180,071.60</u>	\$ <u>180,071.60</u>
14	7 EA	Electric Meter, Form 1S Class 100 120V, Complete & In Place, Per Plans & Specifications	\$ <u>143.88</u>	\$ <u>1,007.16</u>
15	1 EA	Electric Meter, Form 1S Class 100 120V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>126.63</u>	\$ <u>126.63</u>
16	5,330 EA	Electric Meter, Form 2S Class 200 240V, Complete & In Place, Per Plans & Specifications	\$ <u>97.68</u>	\$ <u>520,634.40</u>
17	75 EA	Electric Meter, Form 2S Class 200 240V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>80.43</u>	\$ <u>6,032.25</u>
18	20 EA	Electric Meter, Form 2S Class 320 240V, Complete & In Place, Per Plans & Specifications	\$ <u>159.98</u>	\$ <u>3,199.60</u>

1 Does not include Premium Support and Maintenance beyond Year 1 as referenced in Addendum B-2

Item No.	No. of Units	Item Description	Unit Price Dollars Cents	Extended Total Dollars Cents
19	2 EA	Electric Meter, Form 2S Class 320 240V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>126.63</u>	\$ <u>253.26</u>
20	100 EA	Electric Meter With Integrated Disconnect, Form 2S Class 200 240V, Complete & In Place, Per Plans & Specifications	\$ <u>158.50</u>	\$ <u>15,850.00</u>
21	15 EA	Electric Meter, Form 3S Class 20 120-480V , (Polyphase per spec) Complete & In Place, Per Plans & Specifications	\$ <u>351.72</u>	\$ <u>5,275.80</u>
22	2 EA	Electric Meter, Form 3S Class 20 120-480V , (Polyphase per spec) Provided Per Plans & Specifications (Bench Stock)	\$ <u>319.52</u>	\$ <u>639.04</u>
23	15 EA	Electric Meter, Form 4S Class 20 120-480V , (Polyphase per spec) Complete & In Place, Per Plans & Specifications	\$ <u>351.72</u>	\$ <u>5,275.80</u>
24	2 EA	Electric Meter, Form 4S Class 20 120-480V , (Polyphase per spec) Provided Per Plans & Specifications (Bench Stock)	\$ <u>319.52</u>	\$ <u>639.04</u>
25	4 EA	Electric Meter, Form 8S Class 20 120-480V, Complete & In Place, Per Plans & Specifications	\$ <u>351.72</u>	\$ <u>1,406.88</u>
26	1 EA	Electric Meter, Form 8S Class 20 120-480V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>319.52</u>	\$ <u>319.52</u>
27	240 EA	Electric Meter, Form 9S Class 20 120-480V, Complete & In Place, Per Plans & Specifications	\$ <u>333.95</u>	\$ <u>80,148.00</u>
28	10 EA	Electric Meter, Form 9S Class 20 120-480V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>319.52</u>	\$ <u>3,195.20</u>
29	240 EA	Electric Meter, Form 12S Class 200 120-480V, Complete & In Place, Per Plans & Specifications	\$ <u>351.72</u>	\$ <u>84,412.80</u>
30	10 EA	Electric Meter, Form 12S Class 200 120-480V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>319.52</u>	\$ <u>3,195.20</u>
31	4 EA	Electric Meter, Form 15S Class 200 120-480V, Complete & In Place, Per Plans & Specifications	\$ <u>333.95</u>	\$ <u>1,335.80</u>
32	1 EA	Electric Meter, Form 15S Class 200 120-480V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>301.76</u>	\$ <u>301.76</u>

Item No.	No. of Units	Item Description	Unit Price Dollars Cents	Extended Total Dollars Cents
33	280 EA	Electric Meter, Form 16S Class 200 120-480V, Complete & In Place, Per Plans & Specifications	\$ <u>333.95</u>	\$ <u>93,506.00</u>
34	10 EA	Electric Meter, Form 16S Class 200 120-480V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>301.76</u>	\$ <u>3,017.60</u>
35	8 EA	Electric Meter, Form 16S Class 320 120-480V, Complete & In Place, Per Plans & Specifications	\$ <u>388.06</u>	\$ <u>3,104.48</u>
36	1 EA	Electric Meter, Form 16S Class 320 120-480V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>343.21</u>	\$ <u>343.21</u>
37	35 EA	Electric Meter, Form 45S Class 20 120-480V, Complete & In Place, Per Plans & Specifications	\$ <u>351.72</u>	\$ <u>12,310.20</u>
38	5 EA	Electric Meter, Form 45S Class 20 120-480V, Provided Per Plans & Specifications (Bench Stock)	\$ <u>319.52</u>	\$ <u>1,597.60</u>
39	Lump Sum	Mobilization, Bonding, Insurance, and Any Other Work, Materials, or Equipment Required to Complete the Fixed Network AMI Solution Per the Plans & Specifications	\$ <u>107,684.59</u>	\$ <u>107,684.59</u>
TOTAL BASE BID AMOUNT <u>two million six hundred sixty three thousand eight hundred ninety four</u> <u>dollars and 66/100</u> DOLLARS (\$ <u>2,663,894.66</u>) (Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)				

DEDUCT ALTERNATE BID ITEMS - BIDDER shall insert a Deduct Alternate Bid Amount for each item unit price listed below. The Deduct Alternate Bid Item amount indicated below shall match the bid amount provided in the Base Bid Schedule.

Item No.	No. of Units	Item Description	Unit Price Dollars Cents	Extended Total Dollars Cents
DA-1	10 EA	3" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>2,405.22</u>	\$ <u>24,052.20</u>
DA-2	18 EA	4" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>3,382.83</u>	\$ <u>60,890.94</u>
DA-3	4 EA	6" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	\$ <u>6,228.26</u>	\$ <u>24,913.04</u>

ADD ALTERNATE BID ITEMS

Item No.	No. of Units	Item Description	Unit Price Dollars Cents	Extended Total Dollars Cents
AA-1	6,195 EA	Additional Price for Residential Demand Electric Meter, Complete & In Place, Per Plans & Specifications (Residential Demand License Price/meter)	\$ <u>1.50 / meter</u>	\$ <u>9,292.50</u>
AA-2	75 EA	Additional Price for Residential Demand Electric Meter, Provided Per Plans & Specifications (Bench Stock)	\$ <u>1.50 / meter</u>	\$ <u>112.50</u>
AA-3	100 EA	Additional Price for Residential Demand Electric Meter with Remote Disconnect, Complete & In Place, Per Plans & Specifications	\$ <u>1.50 / meter</u>	\$ <u>150.00</u>
AA-4	6,295 EA	Provide a Demand Control Solution for the Electric Meters as described in Specification Section 13613 part 2.6, Complete & In Place (Load Control Devices)	\$ <u>151.00 /residential</u> \$160/ commercial PLUS \$20,000 annual subscription for first 1000 devices and \$8.00 per device over 1000	\$ <u>TBD</u> Based on number of load control device. Most utilities install 5-10%. Please see below for software option.
AA-4 Alt.	6,295 EA	Provide a Demand Control Solution for the Electric Meters as described in Specification Section 13613 part 2.6, Complete & In Place (Closed Loop Voltage Reduction Advanced Software Application)	\$ <u>45,000 plus \$9,900 annually</u>	\$ <u>45,000 plus \$9,900 annually</u>
AA-5	Lump Sum	Provide Managed Services (First 3-years) As Described in Specification Section 13613 part 2.11.1, Complete & In Place	Partial Responsibility of Utility as described.	Partial Responsibility of Utility as described.

EXHIBIT E THIRD-PARTY PRODUCTS

Services relating to the installation, deployment and configuration of TUNet and any Network Equipment, other than Initial Deployment Services purchased pursuant to the Agreement, shall be the responsibility of Customer unless otherwise mutually agreed in writing by the Parties.

For the avoidance of doubt, electric, water or gas meters are Third-Party Products. Customer's purchase of any such meters shall be subject to the terms and conditions of the third-party manufacturer (including, without limitation, any terms relating to pricing, quantity and warranty). Tantalus does not guarantee the pricing or any other terms and conditions relating to such meters and any agreement pursuant to which Tantalus passes through terms and conditions relating to Third-Party Products shall be as mutually agreed in writing by the Parties

Services

1. Customer requires a meter data management solution with respect to certain of its information technology needs.
2. Central Service Association ("CSA"), a corporation incorporated pursuant to the laws of the State of Mississippi and having an office at 93 South Coley Road, Tupelo, MS 38801 is an experienced provider of the third-party meter data management solution(s) and customer portal software and such other products and services as described in Addendum E-1.
3. Customer has selected CSA as its meter data management solution provider and CSA will set up, integrate, deliver and provide training directly to Customer (collectively, "**Integration Services**") with respect to the meter data management and customer portal software and such other products and services designed by or for CSA as described in Addendum E-1 that are resold to Customer by Tantalus ("**CSA Software**"). Once the Integration Services are complete, CSA will begin the delivery of day-to-day managed services ("**Managed Services**"). Integration Services and Managed Services may be collectively referred to herein as "**Third-Party Services**".
4. Tantalus is authorized to resell the Third-Party Services pursuant and subject to the terms and conditions of the Reseller Agreement between Tantalus and CSA (the "**Reseller Agreement**"), this Agreement and the conditions set forth below (collectively, the "**CSA Conditions**").

CSA Conditions

1. Integration Services and Managed Services shall be provided to Customer as described in and subject to Addendum E-1 and Addendum B-1, respectively, pursuant to this Agreement.
2. Customer shall be responsible for and shall pay to Tantalus, all fees and expenses due for Integration Services and Managed Services under this Agreement as described in Addendum B-2.
3. Customer acknowledges and agrees that the Integration Services and Managed Services are Third-Party Products and Customer shall have the right to use third-party technology only with the Licensed Software and in accordance with these terms and the terms of any third-party license agreement specified in the documentation or otherwise provided to Customer.
4. Customer acknowledges and agrees that CSA shall be a third-party beneficiary of the EULA.
5. Tantalus may modify the manner in which the Third-Party Services are provided to the Customer, provided that such modifications are consented to in writing by the Customer (said consent will not be unreasonably withheld).
6. Tantalus shall to the extent reasonably possible and permissible pursuant to the Reseller Agreement, pass-through to Customer all available warranties relating to the Third-Party Services. Notwithstanding the foregoing, Tantalus does not warrant Third-Party Products and disclaims all responsibility and liability for these items, their access to TUNet, including their modification, deletion, disclosure or collection of Customer information. In the event that the Reseller Agreement is terminated or expires, and Tantalus is no longer able to resell the Managed Services, Tantalus shall have

no responsibility or liability in connection with the Third-Party Services if such Third-Party Services are no longer available to Customer as a result of such termination or expiration

7. Tantalus does not represent or warrant that the Third-Party Services will continuously operate or be provided without error or malfunction. The Customer agrees that in the event of an error, malfunction, or failure of the Third-Party Services to perform as represented herein (an “**Error**”), Tantalus shall first be given a comprehensive written report from Customer as to the Errors being experienced in as much detail as reasonably possibly so as to assist Tantalus in rectifying same. Company agrees to promptly review and to make commercially reasonable efforts to remedy Errors without delay (provided such Errors are related to the Third-Party Services). The parties shall cooperate so as to allow Tantalus and/or CSA, as required, to effect any required changes, patches, updates, etc. in a timely manner. Customer shall also take all commercially reasonable steps necessary so as to comply with the Tantalus’ advice and direction as to accessing and using the Third-Party Services so as to reduce the likelihood of Errors.
8. Tantalus does not guarantee pricing of Third-Party Products, which are quoted pursuant to and subject to the respective third-party manufacturer or service provider’s terms and conditions as described herein.

ADDENDUM E-1
THIRD-PARTY PRODUCTS
CSA MDM AND PORTAL - THIRD-PARTY SERVICES DESCRIPTION

Note: Not all AMI systems report the information needed to provide all the listed functionality. The list below includes current reports and functionality, but implementations will include only the functionality available for the data provided by the respective Customer's AMI system.

Orbit Meter Data Management (base Orbit MDM) includes

- Data warehouse database application for storage of large amounts of interval data, optimized for efficient reporting.
- Interface to Orbit CMB
- Time-of-Use Billing Interface
- Coincident Peak Billing Interface
- Viewing of raw AMI data files
- Individual meter connect/disconnect

Meter Audit (Anomaly) Reports

- **Bad Meter Reads (any):** Lists meters with a bad quality code attached to the register reading
- **Water Consumption out-of-Bounds:** Displays out-of-bounds water meters based on a modifiable date where the total water consumption was out of bounds, either below or above 30-day average. This report can be filtered based on the equipment class, minimum usage, and the maximum usage, per gallon.

Validation, Estimating and Editing (VEE) Reports

- **VEE View MDM Meter Estimations:** Displays estimated register and interval reads based on bad quality code, out-of-threshold, and missing reads. A date range can be supplied.

Customer Service Reports

- **Location:** Displays a location-centric report from a modifiable date range providing location history, location usage statistics, daily kWh usage, hourly kWh usage, daily blinks, average hourly kWh usage, interval kWh usage (5, 10, 15, 20, 30, 60 min), and peak interval usage.
- **Meter:** Displays a meter-centric report from a modifiable date range providing meter history, meter usage statistics, daily kWh usage, hourly kWh usage, daily blinks, average hourly kWh usage, register Reads, demand reads, interval kWh usage (5,10,15,20,30,60 min), and peak interval usage.
- **Customer:** Displays a customer-centric report based on a modifiable date range providing customer history, customer usage statistics, daily kWh usage, average hourly kWh usage, previous four months kWh usage, year-over-year kWh usage, long-range daily kWh usage, and long-range monthly kWh usage.

Time-of-Use Reports

- **TOU Configuration Screen:** Add/Edit screens for seasons & holidays: add, edit and delete configuration screens for setting up the time-of-use seasons and schedules.
- **Screens to Input Supplier Coincident Peak:** Manually input supplier coincident peak, and view previous peaks manually inserted.
- **Meter Interval Consumption Tables Tied to TOU:** Displays the TOU schedule that is manually entered via the TOU configuration screens.
- **Location Interval Consumption Tables Tied to TOU:** Displays the TOU schedule that is manually entered via the TOU configuration screens.

VEE Reports

- **VEE Editing:** User can manually edit a read in MDM. This includes register reads, interval reads, and demand reads. These estimated reads will be displayed on the meter report.
- **VEE Views per Meter:** Displays estimated register reads and interval reads for a given meter based on a supplied date range.

Orbit Meter Data Analysis (Orbit MDA) includes all MDM items above plus...

Virtual Metering

Meter Data Management supports Virtual Meters and provides the ability to view a subset of meters as a single meter. The user has the option to sum or subtract meter totals within a virtual meter.

Meter Audit Exception Reports

- **Anomaly Summary Report:** Displays all recorded anomalies from a modifiable date range. Meter, cause, details, expiration date, and the report the anomaly was set are displayed.
- **Inactive Locations with Non-Zero Usage:** Displays locations and a usage date where a location was marked as inactive but had non-zero usage. This is based on a modifiable date range.
- **Meters on Active Locations but Not Reporting Data:** Displays meters marked as active that are not reporting data, based on a modifiable date range.
- **Meters Reporting but Not Associated with Active Location:** Displays meters not associated with an active location that are reporting usage. This is based on a modifiable date range.
- **Zero Usage Day with Non-Zero Average:** Displays locations and meters having a zero-usage day with non-zero average. This is based on a modifiable date range.

Meter Audit Validation Reports:

- **Bad Registers:** Displays meters and their corresponding register read(s) marked with a bad quality code (supplied by AMI vendor), based on a modifiable date range.
- **High/Low Average:** Displays meters having a daily total kWh usage lower than 30 percent of the ten-day average, or a daily total kWh usage greater than 200 percent of the ten-day average. The ten-day average value is provided. Based on a modifiable date range.
- **Daily Consumption Verification:** Displays meter, location and customer information including daily kWh usage, total good interval reads, and total bad interval reads based on a modifiable date.
- **Peak Interval:** Displays the max interval read, max register read, max kW read, and max kVA read per meter based on modifiable date range.
- **Rate Study:** Allows the user to provide a modifiable date range and generate a rate study report, based on configured revenue classes, which displays hourly summed data via Microsoft Excel. For each hour the following calculations are provided: total kWh usage, total meters read, total active meters, active meter average usage, and total expected usage.

Diagnostic Reports

- **Meter Data Verification:** Displays meter information for a single meter. This report is used to view the different types of reads in the system for a meter.
- **Meter Health:** Displays the health of each meter in the system. Health is determined by comparing the number of actual interval reads from the AMI vendor to what should have been received. Based on a modifiable date range.

Operational Reports

- **Blinks Count:** Displays blink count information per meter per day, based on modifiable date range.
- **Daily Substation:** Displays total kWh usage and number of meters assigned to a substation and feeder based on a modifiable date range.
- **Daily Reads Summary:** Graph providing total good reads with estimations, total good reads without estimations, total expected reads, total bad reads, and total active meters. Based on a modifiable date range.
- **Active Meters Not Reporting Register Reads:** Displays active meters, with last read date, that did not report at least one register read. Based on a modifiable date range.
- **Newly Added Meters:** Displays meters installed on the dates provided in a modifiable date range. Location and the first read date are provided.
- **Silent Meters:** Displays meters based on modifiable date range that are not reporting read data.
- **Interactive System Demand:** Displays system-wide hourly peak demand in a graph with hourly weather temperature, based on a modifiable date range. The peak demand can be broken down by revenue class, substation, feeder, phase, route, or billing cycle.

- **Interactive System Usage:** Displays system-wide hourly kWh usage in a graph with hourly weather temperature, based on a modifiable date range. The total kWh usage can be broken down by revenue class, substation, feeder, phase, route, or billing cycle.
- **System Demand Detail:** Displays location, meters, and their corresponding total kWh usage based on a modifiable date range. The date range can be broken down into hours of the day. This report provides a meter's percentage of contribution both system wide as well as within its revenue class.

Engineering Reports

- **Transformer:** Makes available data for a single transformer, using a modifiable date range. Allows a user to view coincident and non-coincident values, location and meter summaries for associated accounts, loading information, etc. *(requires the MDM to have access to the transformer to meter connectivity – note that the utility must have accurate connectivity data for the reports to be accurate).*
- **Transformer Loading Statistics:** Examines the overall load information of each class (size) of transformer in the system and presents a summary table for each. The tables indicate the percentage of rated load for a transformer class. A quick scan of this table will indicate whether a particular class of transformer is being specified for use in the system and is under-loaded or over-loaded *(requires the MDM to have access to connectivity from the breaker to the meter, which requires interface to a GIS, such as Supplier's UtiliTrak, along with accurate GIS asset and connectivity data).*

Transformer Loading Studies: Provides a powerful tool to evaluate the load of transformers in the system. The report can be generated for a specific time period and for selected transformer size and type *(requires the MDM to have access to connectivity from the breaker to the meter which requires interface to a GIS, such as Supplier's UtiliTrak, along with accurate GIS asset and connectivity data).*

EXHIBIT F

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this “**Agreement**”) is made and entered into as of _____ 2021 between Tantalus Systems Inc. with a primary business address of 1130 Situs Court, Suite 230, Raleigh, NC 27606 (“**Tantalus**”) on behalf of itself and its Affiliates, and the City of Coffeyville, Kansas with a primary business address of 102 W. 7th Street, Coffeyville, KS 67337 (“**Company**”). Tantalus and Company shall be collectively referred to herein as the “**Parties**” and each individually as a “**Party**”. The Parties acknowledge that Tantalus and Company have entered into, or wish to enter into, a business relationship (the “**Business Relationship**”) and that in the course of past, present and/or future dealings between the Parties relating to the Business Relationship or otherwise, the Parties have disclosed and/or may disclose their respective Confidential Information (as defined below) to the other Party. This Agreement is intended to allow the Parties to have open communications during the course of the business dealings contemplated by the Business Relationship, while protecting their respective Confidential Information (including Confidential Information previously disclosed by either Party to the other Party) against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, the term “Confidential Information” means all information, whether or not reduced to writing, related to the Business Relationship or to the business of either Party or its Affiliates (as defined below) that (a) is provided or made available by one Party or its Affiliates or Representatives (as defined below) (the “Disclosing Party”) to the other Party (the “Recipient”) or observed by the Recipient in connection with the Business Relationship, in any form and at any time (whether prior or subsequent to the Effective Date), and (b) is either identified as “confidential” (or with other similar designation(s)) by the Disclosing Party, Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including compilations of customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of the Disclosing Party. The Parties further acknowledge and agree that the scope of the Business Relationship, performance thereof, and all discussions

between the Parties and information relating thereto, constitute Confidential Information. “Representatives” means the directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement. An “Affiliate” of a Party means any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate”, the terms “control” and “own” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Exclusions. For purposes of this Agreement, other than with respect to personal data or other legally protected information, “Confidential Information” does not include any data or information which: (a) is or becomes generally available to the public other than by the fault of the Recipient, or by a third-party that has a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (b) is or becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party, provided that the source does not at the time of disclosure have a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is not otherwise prohibited from disclosing that information by a contractual, legal or other obligation; (c) the Recipient can demonstrate by written records was, prior to its receipt from Disclosing Party, known to it at the time of disclosure; (d) is independently developed by the Recipient without use of or reliance on, directly or indirectly, Confidential Information of the Disclosing Party, as demonstrated from the written records of the Recipient; or (e) is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, or otherwise required to be disclosed by law; provided however that any information required to be disclosed under this Section 2(e) shall be subject to Section 4 below.

3. Protection of Confidential Information. Each of the Parties hereto, its Affiliates and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information of a similar nature (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the Disclosing Party, and (b) must not use the Confidential Information of the Disclosing Party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, shall the Recipient reproduce,

distribute, transfer, disclose or otherwise provide or make available, directly or indirectly, any Confidential Information of Disclosing Party to any third-party other than as permitted under Section 4 below, without the prior written consent of the Disclosing Party. Each Party understands that in addition to its obligations to the other Party under this Agreement, it may not use any Confidential Information of the Disclosing Party or permit the Disclosing Party's Confidential Information to be used by any person or entity, for its or their own benefit or to the detriment of the Disclosing Party, or in violation of any federal or state laws, including securities laws governing insider trading. Each Party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company.

4. Permitted and Compelled Disclosures. Recipient may disclose the Confidential Information of the Disclosing Party only to its Affiliates or Representatives who are directly involved in performing or evaluating the Business Relationship, who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement. The Recipient agrees to instruct each of its Affiliates and Representatives to maintain the confidentiality of all of the Confidential Information and shall be liable for any unauthorized disclosures of Confidential Information or other breach of this Agreement by Recipients' Representatives authorized by Recipient to receive the information. If the Recipient is required to produce or disclose the Disclosing Party's Confidential Information by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. The Recipient shall not produce or disclose any such Confidential Information until the Disclosing Party has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of the Recipient at the Disclosing Party's expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from the Recipient of the obligation to produce or disclose. Notwithstanding the foregoing, the Recipient shall only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required to be disclosed in order for the Recipient to comply with legal obligation.

5. Return of Confidential Information. Within ten (10) business days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) return to the Disclosing Party, or at the Disclosing Party's election destroy, all tangible materials containing or embodying the Confidential Information in its possession, custody or control; and (b) securely erase all electronic materials containing or embodying the Confidential Information but shall not be otherwise required to erase, expunge or destroy any electronic copies of Confidential Information created as a result of the Recipient's standard back-up policies and procedures for the retention of information in an electronic format, and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent any such notes, analyses or reports contain Confidential Information, and the Recipient shall certify such destruction within such ten (10) business day period.

6. Rights and Ownership of Confidential Information. Recipient acknowledges and agrees that as between the Parties, any Confidential Information is the sole and exclusive property of the Disclosing Party. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring to either Party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other Party, including any intellectual property or ownership rights. This Agreement shall also not create any exclusive business relationship or other rights or obligations between the Parties, nor require the Parties to enter into any other definitive business agreement.

7. Competitive Information. Each of the Parties acknowledges and understands that the other Party may currently or in the future market or have under development products or services which are competitive with products or services now offered or which may be offered by the other Party, and, except as expressly set forth in this Agreement, the Parties' communications hereunder will not serve to impair the right of either Party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other Party, nor require either Party to disclose any planning or other information to the other Party, provided that in no event may either Party use the Confidential Information of the other Party in pursuit thereof.

8. Term and Survival. This Agreement shall remain in effect until terminated by either Party upon ten (10) business days' written notice to the other Party ("Term"), provided however, the obligations of either Party under this Agreement with respect to any given information shall

survive any termination of this Agreement until the information no longer qualifies as Confidential Information.

9. Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains confidential or proprietary information of any third-party, such third-party has authorized the disclosure of such information pursuant to the terms hereof. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

10. Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:

Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 200
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Company:

City of Coffeyville
Attn: City Clerk
PO Box 1629
Coffeyville, KS 67337
Facsimile: (620) 252-6175
E-mail: mcarter@coffeyville.com

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

12. Severability. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this

Agreement shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this Agreement will be effective unless set forth in writing signed by both Parties.

13. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third-party, any legal action, suit or proceeding arising out of this Agreement shall be brought solely and exclusively in Montgomery County, Kansas, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of the District Court of Montgomery County, Kansas.

14. Successors and Assigns. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

15. Non-Waiver. A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

16. Injunctive Relief. The Recipient acknowledges and agrees that should it or any one of its Representatives threaten to breach or breach any provision of this Agreement, the Disclosing Party will suffer irreparable damages, and its remedy at law will be inadequate. Therefore, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief, to enforce any provision hereof and to restrain the Recipient or its Representatives from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, without payment of a bond or other security.

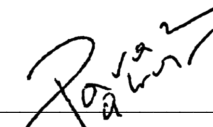
17. Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Agreement may be executed and delivered electronically or by facsimile and the Parties agree that such

facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

TANTALUS SYSTEMS INC.

By:  _____
Name: Param Pawar
Title: Vice President, Finance
E-Mail: ppawar@tantalus.com

CITY OF COFFEYVILLE

By: _____
Name: _____
Title: _____
E-Mail: _____

EXHIBIT G
[FORM OF] STATEMENT OF WORK / SYSTEM ACCEPTANCE TEST PLAN

This Statement of Work (“SOW”) is an attachment to that certain TUNet® Network Services Agreement (“**Agreement**”) dated as of _____ by and between Tantalus Systems Inc. (“**Tantalus**”) and the City of Coffeyville, Kansas (“**Customer**”). Tantalus shall provide the Services and Deliverables set forth in, and pursuant to the terms of the Agreement and this SOW, including subsequent modifications thereto. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail unless expressly stated to the contrary herein. This SOW is effective as of the latest signature date below.

1. Description of Deliverables

1.1 Tantalus will:

1.2 Customer will:

1.3 Installation Partner will:

2. Milestones.

The following represents sample milestones commonly seen in multi-phased AMI deployments. Upon execution of the Agreement, a Kickoff Meeting will be scheduled and Tantalus and the Customer will work collaboratively to develop a Project Plan, including detailed milestones, specific to the Customer’s deployment.

#	Milestones	Percentage of SV-1000 Payment Due
1	Project Setup/kickoff	
2	TCC (HES) Installed	
3	System Design Complete	
4	Initial Training Session	
5	System Integration	
6	Equipment Deployment	
7	Second Training	
8	SAT	
9	Project Complete	

3. Invoices.

3.1 During the initial project setup/kickoff call, Tantalus and Customer will discuss and mutually agree on a process for approval of invoices as set forth in the Agreement.

4. Acceptance Criteria.

4.1 **Definitions**

(a) **“Available Meters”** means TUNet-enabled electric meters that are (i) associated with the TUNet headend system, (ii) not in outage, (iii) not marked out of service; and (iv) included in the Final Network Design and Plan. For the avoidance of doubt, any TUNet enabled electric meter that is (a) not in operation due to an Excusing Event or (b) is co-located with or a submeter to an Available Meter shall not be considered an Available Meter hereunder.

(b) **“Coverage Area”** means the Available Meters located in the geographic service area for deployment of the system as defined in the Final Network Design and Plan.

(c) **“Coverage Commitment”** means a read rate of 98% of all Available Meters installed within the Coverage Area per the Final Network System Design and Plan over any rolling three (3) day period. Performance criteria will be deemed met once Tantalus has validated that TUNet is capable of establishing and maintaining network connectivity in the Coverage Area.

(d) **“Final Network Design and Plan”** means the detailed system design and associated project plan developed and finalized by Tantalus, in consultation with the Customer and applicable third parties, as required, upon commencement of the project.

(e) **“Substantial Completion”** means that at least 95% of electric meters are installed and the Coverage Commitment has been met.

4.2 The Parties agree that Substantial Completion shall be required in connection with the successful completion of the SAT.

5. Water Performance.

5.1 Upon Substantial Completion, Tantalus shall assess the read rate of the water ERT modules deployed within the Coverage Area and determine whether or not the water ERT read rate would be substantially improved by replacing some or all of the existing water pit lids.

5.2 To the extent that Tantalus determines that the water ERT read rate can be substantially improved by replacing some or all of the existing water pit lids with composite material lids and/or antennae mounting kits, Tantalus shall provide a credit against future invoices to Customer in an amount not to exceed fifteen thousand dollars (\$15,000.00) to be used towards the purchase and installation of such alternative lids and/or antennae mounting kits.

5.3 Premium Support. In an effort to enhance our support of successful customer outcomes, Tantalus will provide Customer up to one (1) year of optional Premium Support, a \$15,000.00 value, at no charge. For the avoidance of doubt, Customer will be responsible for fees associated with Premium Support beginning two (2) years from the Start Date set forth in Exhibit B.

6. Validation and Acceptance Process for Project Deliverables

6.1 Validation will consist of running the incremental test cases and comparing them to the defined success criteria described in Attachment A – System Acceptance Test Plan.

6.2 Once a test has been successfully performed and signed off on the Attachment A-1 in the System Acceptance Test Record, it is considered complete.

6.3 Acceptance shall be deemed to have occurred at such time that the Customer and Tantalus have signed off on the Tantalus System Acceptance Test Certificate (Attachment A-2) indicating that the system acceptance tests have been completed and that all requirements of Acceptance were met. With respect to each applicable milestone, the parties agree to execute the applicable Tantalus System Acceptance Test Certificate promptly upon the relevant success criteria being met with respect to the applicable system acceptance tests performed as described herein and any failure of a party to execute such certificate shall constitute a breach of the Agreement and, for the purposes of determining whether the requirements of Acceptance have been met, the applicable system acceptance tests shall be deemed to have been successfully completed. For the avoidance of doubt, neither (i) the failure of Customer to execute any Tantalus System Acceptance Test Certificate when the relevant success criteria have been met nor (ii) any act or omission by or on behalf of Customer constituting or causing a breach by Customer of the Agreement and/or the Exhibits thereto shall delay or otherwise impair Acceptance (or the Customer’s obligations to pay any fees associated with Initial Deployment Services or otherwise due hereunder).

7. **Change Control.**

7.1 It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- (a) Discretionary changes to the project schedule
- (b) Discretionary changes to the project scope
- (c) Non-availability of products, resources or services which are beyond the control of Tantalus or Customer
- (d) Environmental or architectural impediments not previously identified
- (e) Lack of access to personnel or facilities necessary to progress the project

7.2 All requested contractual changes including requests for additional services (shall be in writing pursuant to a Change Order when the change results in adjustments to affected provisions, including price, schedule, and guarantees prior to implementation of the change.

7.3 No Change Order shall be effective unless executed in writing by both Tantalus and the Customer. In the event that the Parties cannot agree on the cost of a Change Order or scope of schedule change within 15 Business Days the matter shall be submitted to mediation in accordance with the dispute resolution process set forth in this Agreement. During the pendency of any such Dispute, all parties shall remain obligated to perform under this Agreement during the pendency of the mediation.

This is a sample SAT which will be modified to meet the requirements of the proposed solution.

STANDARD SYSTEM ACCEPTANCE TEST (“SAT”)

This document outlines the following:

- The equipment needed to conduct a successful SAT;
- Pre-test requirements; and
- System specific SAT tests used to verify the functionality, accuracy and reliability of Tantalus’ AMI System.

NETWORK EQUIPMENT REQUIREMENTS

At a minimum, the following Tantalus system components need to be installed for a successful SAT to take place:

- At least (X) installed Tantalus electric endpoints will be required for this test. Of these (X), at least X will be new single-phase ☐ meters requiring the Tantalus communication modules and at least (X) (are required) will be poly-phase new meters requiring the Tantalus ☐ communications module.
- (X) IP-Based collector. Tantalus shall use the backhaul communication network provided by Customer to the collector.
- (1) TUNet Control Center
- (X) LAN Repeater (TR-1901 or TR-1905)

PRE-TEST REQUIREMENTS

The following requirements must be met before this SAT can take place:

- All Tantalus equipment is to be set up according to design specifications as per Tantalus Personnel.
- The location of at least one IP-Based Network Collector needs to be finalized by Customer and approved by Tantalus. All equipment and ancillary items (Antenna, Cabling, Grounding, etc.) needs to be in place and installed.
- An appropriate backhaul communication network must be established by Customer to the Network Controller that is reachable by the TUNet Control Center.
- The area containing the electric endpoints needs to be identified and the quantity of each meter type and all other necessary items need to be specified to Tantalus and the meter distributor.
- Purchase orders to Tantalus and the meter distributor need to be issued for all required items.

SPECIFIC SYSTEM ACCEPTANCE TESTS

The following tests will be performed to verify the functionality of the Tantalus AMI system:

1. Network Operations, LAN, TC-1216, TC-1220-RD, PP-1316, and all Tantalus-equipped meters. Installation and Association

Objective:	Verify that Tantalus-equipped meters complete a normal network acquisition and provide the expected LED status indication from power up through to association with the NS.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop. Meters will be selected to test any meter form and at least one (1) IP-Based Collector.
Method:	This test will entail installing Tantalus-equipped LAN meters that are not connected to a Transceiver. 24 hours after installation, an operator will use the Network Administrator web interface of the Network Server to verify the association status of the Tantalus-equipped meter. By using the Network Admin → LAN Device → Update Device screen, the operator can view the association status, including date and time of association and the reported hardware and firmware versions.
Success Criteria:	The Tantalus-equipped meter will associate with the network within 24 hours from the installation time.

2. Advanced Metering, Meter Activation

Objective:	Verify that newly installed meters begin delivering properly time stamped consumption data and power quality data at their set intervals within 24 hours after the installation.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop.
Method:	Delivery of periodic consumption readings may take up to 24 hours to be reported following initial meter installation/association. A new meter will be installed, and the meter serial number and time of installation noted. Up to 24 hours following installation, an operator, using the Network Server Utility Administrator web interface, will search for the meter serial number and verify that the meter is delivering consumption data by viewing the latest reading reported by the meter and the related consumption graph.
Success Criteria:	The meters must send the first consumption data and power quality data within 24 hours of the meter installation. The data must be time stamped with the correct system time.

3. On-Request Meter/ Voltage Reading

Objective:	Verify that an operator can select any meter connected to Tantalus and request an immediate update of the meter reading, voltage and view the current reading.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop.
Method:	Using the Network Server Utility Administrator web interface, an operator will select one or more meters of each meter form from the test meter socket or, if field tested, field installed base of meters for each Transceiver type and request an updated reading from the selected meter(s) and then view the updated reading noting the updated timestamp on the consumption reading. The response time will be measured and recorded. If the customer chooses to test meter(s) in the field, A field worker will reside at the physical location of each meter tested and verify the readings viewed by the Network Server operator.
Success Criteria:	The operator will view all the readings update from all the meters selected via the Network Server in less than 120 seconds from the time the request was submitted. Accuracy of the remote reading will be checked at the meter site during this test. If field tested, the operator will verify the reading with the field worker at the meters physical location and this test is satisfied for all transceivers installed.

4. Consumption and Voltage Profiles

Objective:	Verify that both the kWh readings and the voltage readings can be displayed in graphical form for any residential meter on any selected date and that kWh, kVARh (as applicable), and voltage readings can be displayed in graphical form for any commercial or industrial meter.
Setup:	At the discretion of the customer, this test may either be done using selected consumer service locations or using a test meter socket in the customer's shop. The meters used in this test must be in operation for at least 2 complete days before this test is conducted.
Method:	Using the Network Server Utility Administrator web interface, an operator will select one or more meters of each meter form from the installed base of test meters and view the graphed consumption, voltage readings, and kVARh (as applicable) readings. The graphs will be viewed for a minimum of two selected dates. If field meters are tested, meters will be chosen to test any Transceiver type installed.
Success Criteria:	The graphs display consumption and voltage for all 24 hours for residential meters. The graphs display kWh, kVARh (as applicable), and voltage for all 15-minute intervals (grouped hourly) in 24 hours for all commercial and Industrial meters of the selected days. All the graphed data accurately represents the consumption and voltage. During this process, the operator must be trained on how to change the meter interval and hence the graphed meter interval for all data above to 5 minutes for a commercial or industrial meter and 15 minutes for a residential meter.

5. Outage and Restoration Detection

Objective:	Verify that a Tantalus-equipped meter, not directly connected to a WAN transceiver, reports a power outage immediately on occurrence and reports power restoration immediately on occurrence.
Method:	A clock or watch that will be used to track the times of outage and restoration must be synchronized to Tantalus. Using the Network Server Utility Administrator web interface, an operator will monitor the Event monitor window for power outage events. Power to the meters will be shut off and the time will be recorded. The operator will look for the respective outage event to appear in the Event monitor and record the time the event appeared and note the time stamp associated with the outage. The power to the meters shall be left off for at least 5 minutes to ensure the meter module's capacitors have fully discharged, then power will be restored, and the time of restoration will be recorded. The operator will look for the respective outage event to clear (i.e. power restoration) in the TUNet Monitor and record the time the event cleared and note the time stamp associated with the restoration. Multiple meters may be tested at the same time whether tested in the shop or in the field.
Success Criteria:	The outage event for all meters will appear within 2 minutes of occurrence and the restoration event (outage clearing) will occur within 10 minutes after the power has been restored to the meters. The time stamps of both events for a particular meter should match the recorded times of the respective power outage and restoration actions, within ± 1 second.
Setup:	This test will entail simulating a power outage by turning off power to a Tantalus-equipped meter fitted to a test meter socket in the customer's shop and/or, if the customer so chooses, after the test, this feature will be successfully demonstrated using a sample of installed meters of all forms at customer homes or businesses.

At the discretion of the customer, any of the above tests may be repeated. Once a test has been successfully performed and every required test (not just one particular test) has been signed off in the Tantalus SAT Record (Appendix A), it will be considered complete. The term test should not be misconstrued to be a one-time occurrence. The system should perform to the test level 90% of the time. Therefore, Tantalus cannot continue to try to pass a test until it does and construe this performance as passing any of the tests performed unless there is a technically reason the test could not be successfully performed (e.g. device under test not connected).

Upon signing off all tests in the Tantalus SAT Record, the Customer and Tantalus will sign the Tantalus System Acceptance Test Certificate (Appendix B) indicating that the system acceptance tests have been completed and that all requirements were met and all tests passed.

Note: Production acquisition and full deployment of meters and supporting equipment are dependent upon successful SAT completion and acceptance by the customer.

Appendix A

ROW #	Reference Contract #	Tantalus Test #	Description	Date Tested	Pass / Fail	Notes	Initials
1		1	Network Operations, General, Time Synchronization				
2		2	Advanced Metering, Meter Activation				
3		3	On-Request Meter/Voltage Reading				
4		4	Consumption and Voltage Profiles				
5		5	Outage and Restoration Detection				

Appendix A

Tantalus Utility Network (TUNet®) System Acceptance Test Certificate

Pursuant to the Tantalus System Acceptance Test Plan, as mutually agreed to between Tantalus Systems Inc. and the City of Coffeyville, Kansas., this certificate recognizes that on _____, the complete set of system acceptance tests have passed and that the commissioned Tantalus Utility Network has been accepted.

Tantalus Systems Inc.

Signature

Name

Title

Date

City of Coffeyville, Kansas

Customer

Signature

Name

Title

Date



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200
Branch Offices: Kansas City, Rolla and Springfield
Tabulation of Bids

Project: Water and Electric AMI System
Location: Coffeyville, KS

Bid Date: October 6, 2020, 11:00 AM
Engineer: John Briggs, P.E.

BASE BID

				Tantalus Systems, Inc. Raleigh, NC		Water Costs	Electric Costs
Item No.	Description	Unit	Quantity	Unit Price	Extended Total	Extended Total	Extended Total
1	5/8" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	3,870	\$ 260.69	\$ 1,008,870.30	\$ 1,008,870.30	
2	5/8" Water Meter and AMI Module, Provided Per Plans & Specifications (Bench Stock)	EA	100	\$ 215.44	\$ 21,544.00	\$ 21,544.00	
3	1" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	232	\$ 306.51	\$ 71,110.32	\$ 71,110.32	
4	1" Water Meter and AMI Module, Provided Per Plans & Specifications (Bench Stock)	EA	20	\$ 261.26	\$ 5,225.20	\$ 5,225.20	
5	1-1/2" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	50	\$ 749.17	\$ 37,458.50	\$ 37,458.50	
6	1-1/2" Water Meter and AMI Module, Provided Per Plans & Specifications (Bench Stock)	EA	5	\$ 600.42	\$ 3,002.10	\$ 3,002.10	
7	2" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	108	\$ 1,126.23	\$ 121,632.84	\$ 121,632.84	
8	2" Water Meter and AMI Module, Provided Per Plans & Specifications (Bench Stock)	EA	10	\$ 776.23	\$ 7,762.30	\$ 7,762.30	
9	3" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	10	\$ 2,405.22	\$ 24,052.20	\$ 24,052.20	
10	4" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	18	\$ 3,382.83	\$ 60,890.94	\$ 60,890.94	
11	6" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	4	\$ 6,228.26	\$ 24,913.04	\$ 24,913.04	
12	AMI Data Collector Unit(s), Complete & In Place, Per Plans & Specifications	Lump Sum	1	\$ 47,692.00	\$ 47,692.00	\$ 23,846.00	\$ 23,846.00
13	Hosting Fee (First 3-years), Startup, Software, Professional Services Etc.	Lump Sum	1	\$ 274,929.10	\$ 274,929.10	\$ 137,464.55	\$ 137,464.55
14	Electric Meter, Form 1S Class 100 120V, Complete & In Place, Per Plans & Specifications	EA	7	\$ 143.88	\$ 1,007.16		\$ 1,007.16
15	Electric Meter, Form 1S Class 100 120V, Provided Per Plans & Specifications (Bench Stock)	EA	1	\$ 126.63	\$ 126.63		\$ 126.63
16	Electric Meter, Form 2S Class 200 240V, Complete & In Place, Per Plans & Specifications	EA	5,330	\$ 97.68	\$ 520,634.40		\$ 520,634.40
17	Electric Meter, Form 2S Class 200 240V, Provided Per Plans & Specifications (Bench Stock)	EA	75	\$ 80.43	\$ 6,032.25		\$ 6,032.25
18	Electric Meter, Form 2S Class 320 240V, Complete & In Place, Per Plans & Specifications	EA	20	\$ 159.98	\$ 3,199.60		\$ 3,199.60
19	Electric Meter, Form 2S Class 320 240V, Provided Per Plans & Specifications (Bench Stock)	EA	2	\$ 126.63	\$ 253.26		\$ 253.26
20	Electric Meter With Integrated Disconnect, Form 2S Class 200 240V, Complete & In Place, Per Plans & Specifications	EA	100	\$ 158.50	\$ 15,850.00		\$ 15,850.00
21	Electric Meter, Form 3S Class 20 120-480V, Complete & In Place, Per Plans & Specifications	EA	15	\$ 351.72	\$ 5,275.80		\$ 5,275.80
22	Electric Meter, Form 3S Class 20 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	2	\$ 319.52	\$ 639.04		\$ 639.04
23	Electric Meter, Form 4S Class 20 120-480V, Complete & In Place, Per Plans & Specifications	EA	15	\$ 351.72	\$ 5,275.80		\$ 5,275.80
24	Electric Meter, Form 4S Class 20 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	2	\$ 319.52	\$ 639.04		\$ 639.04
25	Electric Meter, Form 8S Class 20 120-480V, Complete & In Place, Per Plans & Specifications	EA	4	\$ 351.72	\$ 1,406.88		\$ 1,406.88
26	Electric Meter, Form 8S Class 20 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	1	\$ 319.52	\$ 319.52		\$ 319.52
27	Electric Meter, Form 9S Class 20 120-480V, Complete & In Place, Per Plans & Specifications	EA	240	\$ 333.95	\$ 80,148.00		\$ 80,148.00
28	Electric Meter, Form 9S Class 20 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	10	\$ 319.52	\$ 3,195.20		\$ 3,195.20
29	Electric Meter, Form 12S Class 200 120-480V, Complete & In Place, Per Plans & Specifications	EA	240	\$ 351.72	\$ 84,412.80		\$ 84,412.80
30	Electric Meter, Form 12S Class 200 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	10	\$ 319.52	\$ 3,195.20		\$ 3,195.20
31	Electric Meter, Form 15S Class 200 120-480V, Complete & In Place, Per Plans & Specifications	EA	4	\$ 333.95	\$ 1,335.80		\$ 1,335.80
32	Electric Meter, Form 15S Class 200 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	1	\$ 301.76	\$ 301.76		\$ 301.76
33	Electric Meter, Form 16S Class 200 120-480V, Complete & In Place, Per Plans & Specifications	EA	280	\$ 333.95	\$ 93,506.00		\$ 93,506.00
34	Electric Meter, Form 16S Class 200 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	10	\$ 301.76	\$ 3,017.60		\$ 3,017.60
35	Electric Meter, Form 16S Class 320 120-480V, Complete & In Place, Per Plans & Specifications	EA	8	\$ 388.06	\$ 3,104.48		\$ 3,104.48
36	Electric Meter, Form 16S Class 320 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	1	\$ 343.21	\$ 343.21		\$ 343.21
37	Electric Meter, Form 45S Class 20 120-480V, Complete & In Place, Per Plans & Specifications	EA	35	\$ 351.72	\$ 12,310.20		\$ 12,310.20

38	Electric Meter, Form 45S Class 20 120-480V, Provided Per Plans & Specifications (Bench Stock)	EA	5	\$ 319.52	\$ 1,597.60		\$ 1,597.60
39	Mobilization, Bonding, Insurance, and Any Other Work, Materials, or Equipment Required to Complete the Fixed Network AMI Solution Per the Plans & Specifications	Lump Sum	1	\$ 107,684.59	\$ 107,684.59	\$ 53,842.30	\$ 53,842.30
TOTAL BASE BID AMOUNT				\$ 2,663,894.66			

40	Additional Premium Service, Year 1 per Exhibit G, Year 2/3 prepaid at \$15,000	Lump Sum	1	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00
----	--	----------	---	--------------	--------------	--------------	--------------

Total Base Bid \$ 2,693,894.66

\$ 1,616,614.59 \$ 1,077,280.08

NETWORK INFRASTRUCTURE

	Network Infrastructure Costs				\$ 186,624.51	\$ 93,312.26	\$ 93,312.26
	Fiber Infrastructure Costs				\$ 91,000.00	\$ 45,500.00	\$ 45,500.00

\$ 1,755,426.84 \$ 1,216,092.33

ADD ALTERNATE BID ITEMS

Item No.	Description	Unit	Quantity	Unit Price	Extended Total	Extended Total	Extended Total
AA-1	Additional Price for Residential Demand Electric Meter, Complete & In Place, Per Plans & Specifications	EA	6,195	\$ 1.50	\$ 9,292.50		\$ 9,292.50
AA-2	Additional Price for Residential Demand Electric Meter, Provided Per Plans & Specifications (Bench Stock)	EA	75	\$ 1.50	\$ 112.50		\$ 112.50
AA-3	Additional Price for Residential Demand Electric Meter with Remote Disconnect, Complete & In Place, Per Plans & Specifications	EA	100	\$ 1.50	\$ 150.00		\$ 150.00
AA-4	Provide a Demand Control Solution for the Electric Meters as described in Specification Section 13613 part 2.6, Complete & In Place	EA	6,295	\$ -	\$ -		\$ -
AA-5	Provide Managed Services (First 3-years) As Described in Specification Section 13613 part 2.11.1, Complete & In Place	Lump Sum	1	\$ -	\$ -		\$ -

Grand Total Project Costs \$ 2,981,074.17

\$ 1,755,426.84 \$ 1,225,647.33

DEDUCT ALTERNATE BID ITEMS

				Tantalus Systems, Inc.	
Item No.	Description	Unit	Quantity	Unit Price	Extended Total
DA-1	3" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	10	\$ 2,405.22	\$ 24,052.20
DA-2	4" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	18	\$ 3,382.83	\$ 60,890.94
DA-3	6" Water Meter and AMI Module, Complete & In Place, Per Plans & Specifications	EA	4	\$ 6,228.26	\$ 24,913.04



COFFEYVILLE FIBER PROJECT

UNIT DESCRIPTOR	UNIT COST
STRAIGHT ATTACH	\$33.00
SINGLE DEAD END ATTACH	\$46.00
DOUBLE DEAD END ATTACH	\$65.00
ADSS FIBER INSTALL	\$1.70
*MAKE READY STRAIGHT ATTACH MOVE	\$33.00
*MAKE READY DEAD END ATTACH MOVE	\$59.00
*MAKE READY DOUBLE DEAD END ATTACH MOVE	\$72.00
*MAKE READY GUY ATTACH MOVE	\$46.00
*MAKE READY DROP ATTACH MOVE	\$13.00
*NEW BUILD STRAND OH GUY	\$0.55
*NEW BUILD STRAND STRAIGHT ATTACH	\$33.00
*NEW BUILD STRAND SINGLE DEAD END	\$46.00
NEW BUILD STRAND DOWN GUY	\$24.00
NEW BUILD STRAND GUY GUARD	\$4.00
NEW BUILD STRAND AUX EYE	\$15.00
*NEW BUILD STRAND PM2A	\$13.00
*NEW BUILD STRAND SCREW ANCHOR	\$120.00
*OTHER PM4 EXTENSION ARM	\$20.00
*OTHER WIND DAMPENERS	\$26.00
*OTHER H-FRAME RACK	\$105.00
*OTHER BM80T U GUARD	\$20.00
BM60 (1) (2) Bore (L&M)	\$50.00
BHF HAND HOLE (L&M)	\$600.00
*OTHER BM80T U GUARD	\$20.00
PROJECT AND SITE MANAGEMENT	

* REPRESENTS UNITS THAT MAY BE NEEDED AND WILL BE CHARGED PER UNIT ON APPROV.
 CUSTOMER TO PROVIDE ALL MAJOR MATERIALS (FIBER, FRAMING HARDWARE, ANCHORS,
 TREE TRIMMING WILL BE HANDLED BY OTHERS OR CUSTOMER
 ALL MAKE READY TO BE HANDLED BY OTHERS OR CUSTOMER

9.1.21

ESTIMATED QTY		UOM		TOTAL
---------------	--	-----	--	-------

302	EA	\$9,966.00
17	EA	\$782.00
17	EA	\$1,105.00
80000	FT	\$136,000.00

0	EA	\$0.00
0	EA	\$0.00
0	EA	\$0.00
0	EA	\$0.00
0	EA	\$0.00

0	FT	\$0.00
0	EA	\$0.00
0	EA	\$0.00
51	EA	\$1,224.00
51	EA	\$204.00
51	EA	\$765.00
0	EA	\$0.00
0	EA	\$0.00

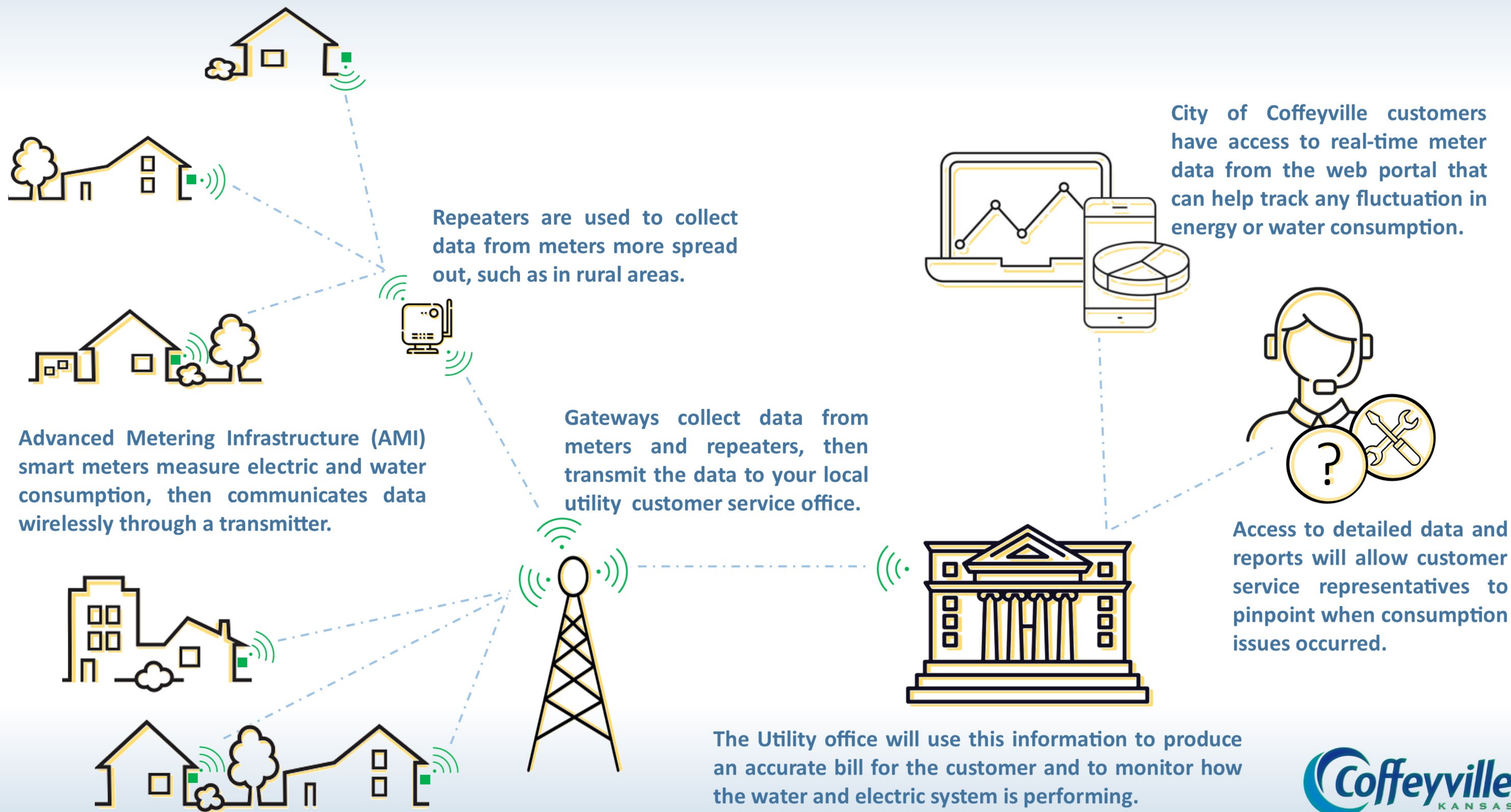
0	EA	\$0.00
0	EA	\$0.00
0	EA	\$0.00
0	EA	\$0.00

365	EA	\$18,250.00
1	EA	\$600.00
10	EA	\$200.00

1	EA	\$36,578.51
---	----	-------------

AL. ETC.)	\$186,624.51
--------------	--------------

What is AMI and how will it work??



		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	September 28, 2021		
RESOLUTION OR ORDINANCE NUMBER	R-21-62		
AGENDA TITLE	Approval of Change Order #1 for 10 th street Sidewalk Construction contract to J Graham Construction.		
REQUESTING DEPARTMENT	Public Works		
PRESENTER	Jim Bradshaw, Director of Public Works		
FISCAL INFORMATION	Cost as recommended:	\$10,702.00	
	Budget Line Item:	520-5-220-868	
	Balance Available	N/A	
	New Appropriation Required:	☒ Yes ☐ No	
PURPOSE	Approve change order #1 to J Graham Construction for the 10 th Street Sidewalks CDBG Grant Project.		
BACKGROUND	On November 10, 2020 the commission approved a construction contract with J. Graham Construction to construct sidewalks along 10th street from Gillam to Camden. The bid received was based on unit prices for estimated quantiles to be installed. Staff performed a final walk thru on June 23, 2021 - final quantiles installed were calculated and confirmed by Tran Systems, a change order was submitted to Southeast Kansas Regional Planning Commission for review and approval. The original contract sum approved was \$221,571.00 the amount for change order #1 is \$10,702.00, new contract sum \$232,273.00		

SPECIAL NOTES	CDBG Grant 50/50, Funding for the City's share comes from the transportation sales tax.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of change order #1 to J. Graham Construction Inc. in the amount of \$10,702.00.
REFERENCE DOCUMENTS ATTACHED	Resolution Pay request # 10 final including change order #1 Documentation of approval from the Southeast Kansas Regional Planning Commission

RESOLUTION NO. R-21-62

A RESOLUTION TO APPROVE CHANGE ORDER #1 TO J GRAHAM CONSTRUCTION INC. FOR THE 10TH STREET SIDEWALK CDBG GRANT PROJECT.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and Finance Director be and are hereby authorized and directed to execute a change order #1 to J Graham Construction Inc. for the 10th Street Sidewalk CDBG Grant Project in the amount of \$10,702.00.

ADOPTED THIS 28th DAY OF SEPTEMBER 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



TranSystems

115 S. Sixth Street
Suite B
Independence, KS 67301
Tel 620 331 3999
Fax 620 331 4082
www.transystems.com

Thomas Osborn
City of Coffeyville
P.O. Box 1629
Coffeyville, KS
67337

September 8, 2021

Re: 10th Street CDBG Sidewalk Improvements

Mr. Osborn,

TranSystems has reviewed the submitted pay request No.10 (FINAL) from Graham Construction Inc. for work performed on the 10th Street CDBG Sidewalk Improvement. We do agree with the total amount of work completed to date being \$232,273.00 with 0% retained and the previous payment of \$190,256.40 leaves a total sum to be paid in the amount of \$42,016.60. Currently the project is 100% complete. If you have any questions, please feel free to contact me.

Thank you


Jon L. Johnson
Project Manager, TranSystems.

Amount: 42,016.⁰⁰
Description: 10th Street Sidewalk Project
Coding: 520-5-220-868
Project: CDB/10SW Approval: JL
Graham
Pay Request #10 Final

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

DATE: 9/8/2021

TO OWNER:
City of Colleyville
PO Box 1629
Colleyville, KS 67337
FROM CONTRACTOR:
J Graham Construction, Inc.
1306 S. Elm St.
Colleyville, KS 67337
CONTRACT FOR:

PROJECT:
10th St Sidewalk Improvements
VIA ARCHITECT:
ARCHITECT
CONTRACTOR
PERIOD TO: 9/7/2021
PROJECT NOS:
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 221,571.00
2. Net change by Change Orders	\$ 10,702.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 232,273.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 232,273.00
5. RETAINAGE	
a. ☒ % of Completed Work (Column D + E on G703)	\$ 0.00
b. ☐ % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 232,273.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 190,256.40
8. CURRENT PAYMENT DUE	\$ 42,016.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$10,702.00	
Total approved this Month		
TOTALS	\$10,702.00	
NET CHANGES by Change Order		

the undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

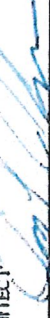
CONTRACTOR
By: 
State of KS
Notary Public
My Commission expires: 7/27/25
Date: 9/8/21
NOTARY PUBLIC - State of Kansas
TRUBY L. WRIGHT
My Comm. Expires 7/27/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ \$42,16.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

by: 
Date: 9/8/2021
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named hereon. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION - AIA - G702

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE., N.W. WASHINGTON DC 20005-5002



Change Order

PROJECT: 10th Street Sidewalk	CHANGE ORDER NO.: 001 DATE: 12/28/20	Owner Engineer Contractor Field Other	X X X X X
TO CONTRACTOR Jeff Graham Construction, Inc. 1306 S Elm Coffeyville, Ks. 67337	PROJECT NUMBER: P112200041 CONTRACT DATE: 12/28/20 CONTRACT FOR: General Construction		

THE CONTRACT IS CHANGED AS FOLLOWS:
Final Change Order: This change order is the Final Reconciliation of Quantities to match actual field measurements.

- Line 4 - Additional 2 EACH tree removal at sta. 46+45 Lt. and 35+70 Lt.
- Line 5 - Additional 21 CUYD common excavation to match existing sidewalks and drives.
- Line 7 - Additional 11 CUYD rock excavation to remove sidewalk and drives to match existing.
- Line 8 - Additional 200 SQYD aggregate base for sidewalk and drives. See bid items 11 and 12.
- Line 9 - Underun 1 MGAL water. No additional water needed for compaction.
- Line 10 - Additional 4 CUYD temporary base for property owners access.
- Line 11 - Additional 96 SQYD 4" sidewalk to match existing and meet ADA requirements.
- Line 12 - Additional 104 CUYD 6" sidewalk and driveways to match existing.
- Line 13 - Additional 6 LNFT sidewalk curb to match existing elevation back of sidewalk.
- Line 14 - Underun 100 LNFT retaining wall in it's entirety. Feathered back slope into sidewalk.
- Line 15 - Underun 1 EACH Concrete flume due to not needed at sta. 43+09 Lt.

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

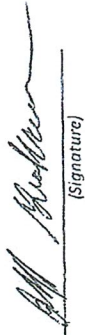
ENGINEER (Firm Name)
TranSystems
115 S. 6th, Independence, KS
ADDRESS

BY
Robert Miller
(Signature)

Robert Miller
(Typed Name)

DATE
8/18/21

CONTRACTOR (Firm Name)
Jeff Graham Construction, Inc.
1306 S Elm Coffeyville, Ks.
ADDRESS

BY

(Signature)

Self Graham
(Typed Name)

DATE
8-20-21

OWNER (Firm Name)
City of Coffeyville, Kansas
P.O. Box 1629, Coffeyville, KS
ADDRESS

BY
(Signature)

(Typed Name)

DATE

Jim Bradshaw

From: Melissa Carter
Sent: Friday, August 27, 2021 8:49 AM
To: Jim Bradshaw
Subject: FW: [External] Change Order 1 for the CDBG Sidewalk project

Follow Up Flag: FollowUp
Flag Status: Flagged

From: Amber Dean <amber@sekrpc.org>
Sent: Friday, August 27, 2021 8:44 AM
To: Melissa Carter <mcarter@coffeyville.com>
Subject: RE: [External] Change Order 1 for the CDBG Sidewalk project

Melissa,

These are approved. Once they are signed, please email me a copy for my files. Also, Can you please send me any outstanding invoices?

Thank you,
Amber



Amber Dean
Planning & Development Consultant
620.431.0080
PO Box 664
Chanute, KS 66720-0664
M-Th 8-5, Fri 8-Noon

From: Melissa Carter <mcarter@coffeyville.com>
Sent: Thursday, August 26, 2021 2:07 PM
To: Amber Dean <amber@sekrpc.org>
Subject: FW: [External] Change Order 1 for the CDBG Sidewalk project

From: Jim Bradshaw <jbradshaw@coffeyville.com>
Sent: Thursday, August 26, 2021 7:18 AM
To: Melissa Carter <mcarter@coffeyville.com>; Thomas Osborn <tosborn@coffeyville.com>; Jim Bradshaw <jbradshaw@coffeyville.com>; Stephanie Richardson <srichardson@coffeyville.com>
Cc: Robert D. Miller <rdmiller@transystems.com>
Subject: FW: [External] Change Order 1 for the CDBG Sidewalk project

Melissa,

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	09/28/2021		
RESOLUTION OR ORDINANCE NUMBER	R-21-63		
AGENDA TITLE	Award design work authorization for the 2021/ 2022 Intersection and Drainage improvement Project		
REQUESTING DEPARTMENT	Public Works		
PRESENTER	Jim Bradshaw, Director of Public Works		
FISCAL INFORMATION	Cost as recommended:	NTE \$84,000.00	
	Budget Line Item:	520-5-220-478 520-5-220-868	
	Balance Available	\$400,000.00	
	New Appropriation Required:	☒ Yes ☐ No	
PURPOSE	Award a design Contract to Allgeier, Martin and Associates Inc. (AMA) for the design of the 2021/2022 Intersection and Drainage improvement Project.		
BACKGROUND	For the past several years the city has worked to repair and reestablish drainage at intersections throughout the City. For this project we are redesigning the following intersection and swales: 1st & Ellis – South Side 2nd & Ellis – South Side 8th & Ellis – North Side 8th & Beech – North & South Side 12th & Gillam – North Side 3rd & Elm - full intersection		
SPECIAL NOTES			

ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the work Authorization Agreement with AMA for the design of the 2021/2022 Intersection and Drainage Improvements
REFERENCE DOCUMENTS ATTACHED	Resolution A.M.A. Work Authorization Agreement Section maps showing Locations

RESOLUTION NO. R-21-63

**A RESOLUTION TO APPROVE A WORK AUTHORIZATION FOR THE
2021/2022 INTERSECTION AND DRAINAGE IMPROVEMENT PROJECT TO
ALLEIGER, MARTIN and ASSOCIATES INC.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and Finance Director be and are hereby authorized and directed to execute a work authorization with Alleiger, Martin and Associates Inc. for the design of the 2021/2022 Intersection and Drainage Improvement Project NTE \$84,000.00.

ADOPTED THIS 28TH DAY OF September 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

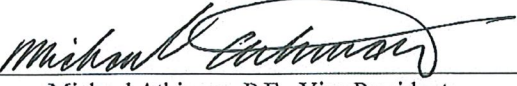
Paul Kritz, City Attorney

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided.

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

Estimated Fee: \$84,000

By: 
Michael Atkinson, P.E., Vice President

Date: August 12, 2021

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: Intersection and Drainage Improvements 2021

PROJECT LOCATION: Coffeyville, Kansas

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

CLIENT: City of Coffeyville, Kansas
ATTN: Jim Bradshaw
STREET ADDRESS: 102 West 7th Street
CITY: Coffeyville STATE: KS ZIP CODE: 67337

WORK AUTHORIZED BY:

Date

Ann Marie Vannoster, Mayor
Name and Title

Signature

SCOPE OF WORK:

Attachment Number 1 – Scope of Work
Attachment Number 2 – Estimate of Design Costs
Attachment Number 3 – Rate Schedule

GENERAL CONDITIONS

PAYMENT TERMS - Unless otherwise agreed in writing, payment is due within ten days of receipt of our invoice. If payment is not received within thirty days from the invoice date, the Client agrees to pay late fees of 1.5% per month (if this exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable), and reasonable attorneys fees and costs of collection. Claims for unpaid fees or compensation may be determined in any state or federal court for Jasper County, Missouri.

In the event Client requests termination of this Agreement prior to completion, the Client will fully compensate the Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE - The Engineer maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain professional liability insurance with coverage of \$2,000,000. Comprehensive General Liability Insurance with coverage of \$1,000,000, and Automobile Liability Insurance with coverage of \$1,000,000. Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by the Engineer in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - The Engineer's maximum aggregate liability for damages connected with the project is limited to the compensation paid by the Client to the Engineer for project services.

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

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by the Engineer as instruments of service pursuant to this Agreement, shall be the sole property of the Client. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the Engineer. At the request and expense of Client, the Engineer will provide Client with copies of documents created in the performance of said work.

SAFETY - Should Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, adjacent to, or near the construction site.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Missouri.

ATTACHMENT NUMBER 1
SCOPE OF WORK

1.1 General

1.1.1 ENGINEER shall perform professional design, and bidding phase as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and bidding of the planned intersection improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Intersection and drainage improvements for the intersections listed below:

1st & Ellis
2nd & Ellis
3rd & Elm
8th & Ellis
8th & Beech
12th & Gillam

1.1.3.2 Design of storm sewer lines as needed and associated inlet upgrades and additions within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that five (5) intersections will be partial replacements with one (1) being a full replacement. The construction cost is estimated at \$300,000.

1.1.3.3 Bidding Phase for reconstruction of the specified intersections within the project area boundary.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Utilities: Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.4.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.

1.2.4.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

1.2.4.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-138-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.

1.2.4.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.

1.2.4.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.

1.2.4.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.4.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.4.5 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.4.6 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary (to be performed by others), will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.4.7 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this

project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

ATTACHMENT NUMBER 2

**ESTIMATE OF COST
FOR INTERSECTION AND DRAINAGE IMPROVEMENTS 2021
COFFEYVILLE, KANSAS**

	HOURS	RATE	EXTENDED COST
<u>Surveying</u>			
Registered Land Surveyor II	16	\$183.00	\$2,928.00
Two-Man Survey Crew	50	\$172.00	\$8,600.00
Designer/Technician III	60	\$120.00	\$7,200.00
<u>Design Phase</u>			
Engineer II	170	\$172.00	\$29,240.00
Technician II	220	\$108.00	\$23,760.00
Secretary/Assistant	20	\$82.00	\$1,640.00
<u>Bidding</u>			
Engineer II	30	\$172.00	\$5,160.00
Technician II	16	\$108.00	\$1,728.00
Secretary/Assistant	30	\$82.00	\$2,460.00
Subtotals	612		\$82,716.00
<u>Other Direct Costs</u>			
Travel @ \$0.57/Mi.		1700 miles	\$969.00
Printing			\$522.00
Per Diem			\$120.00
Subtotals			\$1,611.00
Estimated ceiling			\$84,327.00
ESTABLISHED CONTRACT CEILING FOR DESIGN PHASE			\$84,000.00

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

**RATE SCHEDULE
2021**

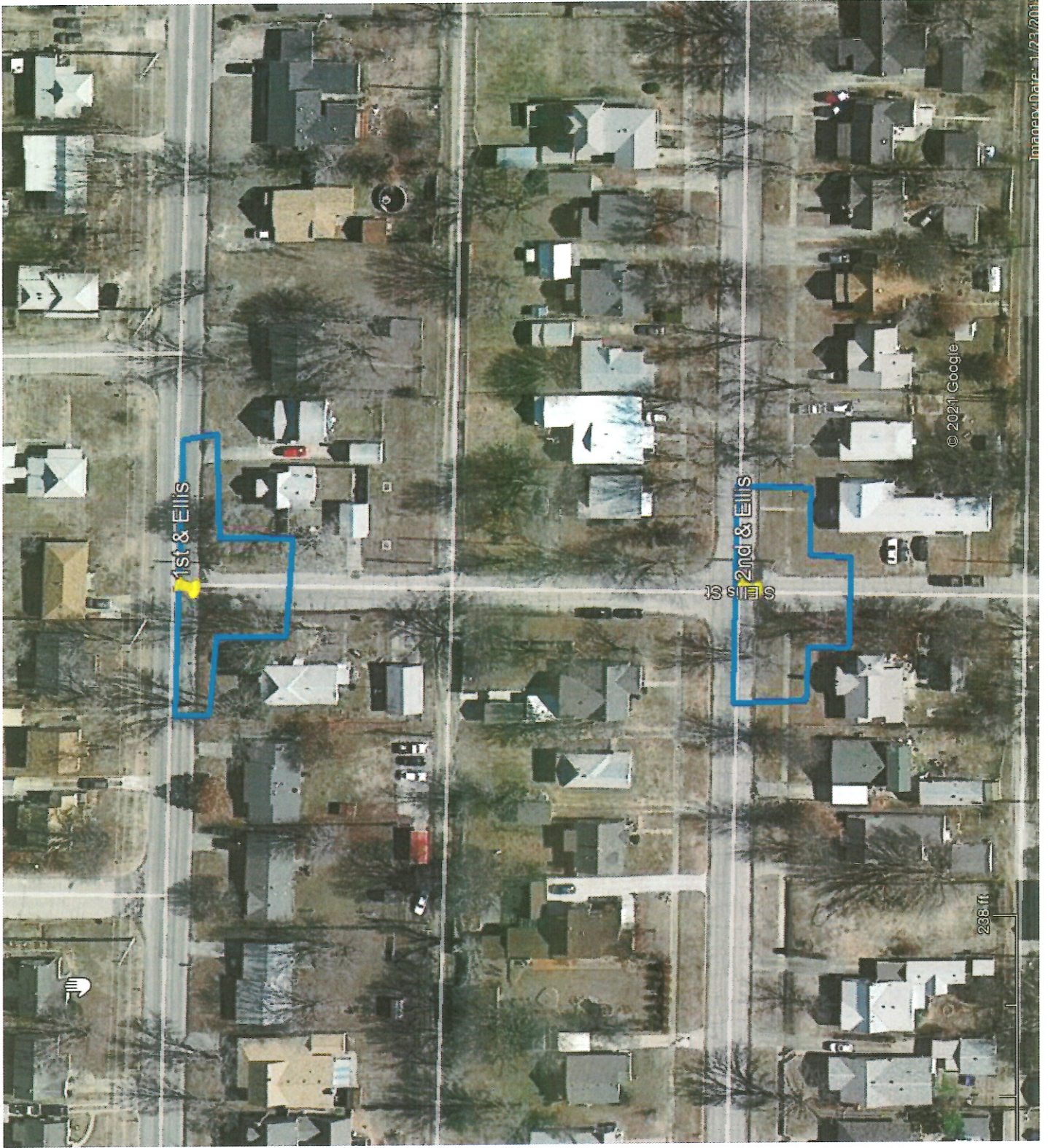
HOURLY LABOR RATES

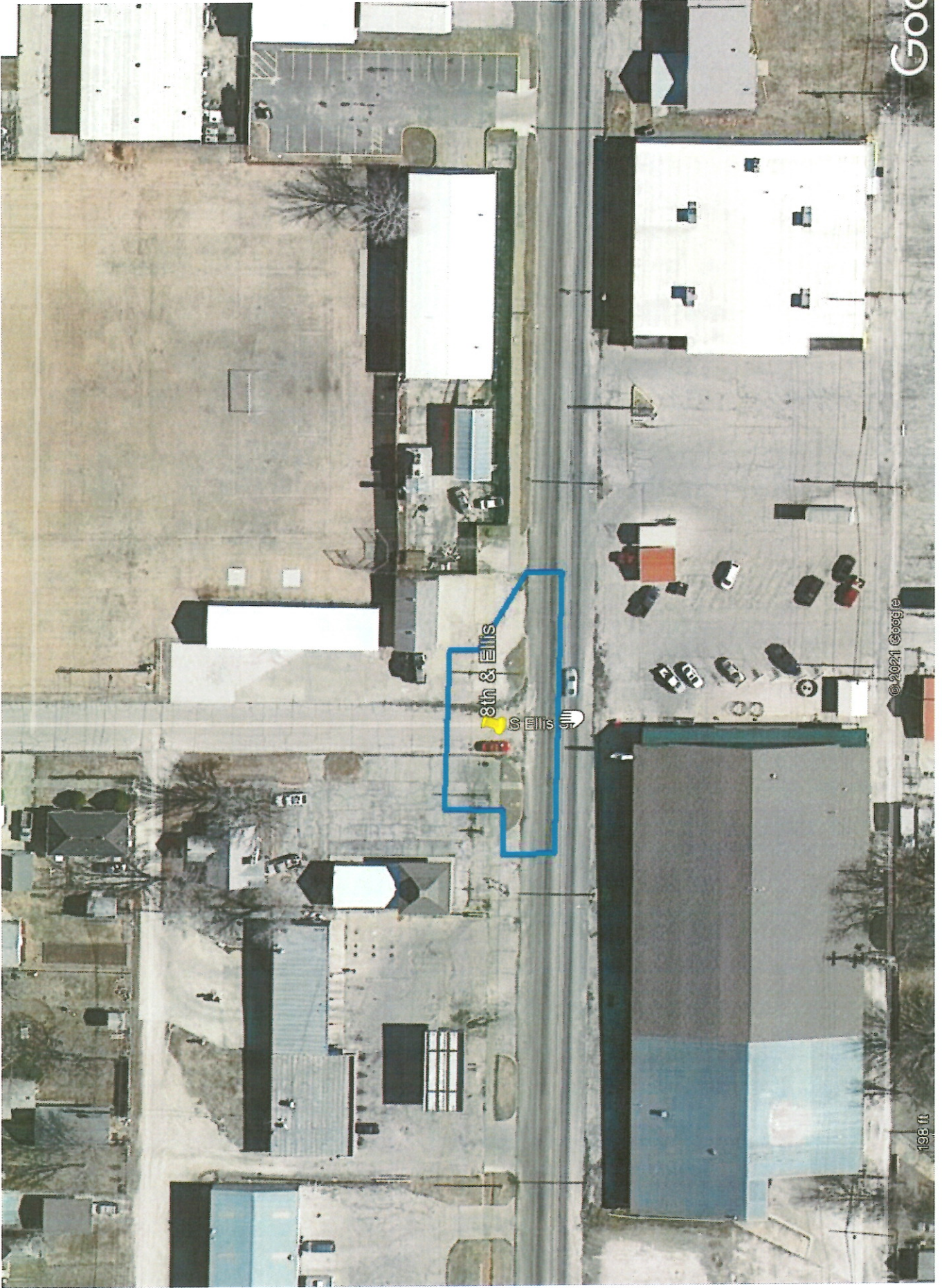
<u>Classification</u>	<u>01/01/2021 thru 12/31/2021</u>
Principal/Engineer V	\$232
Principal/Engineer IV	\$210
Principal/Engineer III	\$194
Project Manager/Engineer II	\$172
Project Manager/Engineer I	\$156
Technician III/GIS Specialist	\$142
Technician III	\$120
Technician II	\$108
Technician I	\$101
Two-Man GPS Survey Crew	\$199
One-Man GPS Survey Crew	\$156
Three-Man Survey Crew	\$216
Two-Man Survey Crew	\$172
Registered Land Surveyor II	\$183
Registered Land Surveyor I	\$161
Survey Crew Member	\$82
Right of Way Specialist	\$125
Project Representative III	\$120
Project Representative II	\$108
Project Representative I	\$99
Secretary/Assistant	\$82
Print Specialist	\$82

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

NON-LABOR RATES

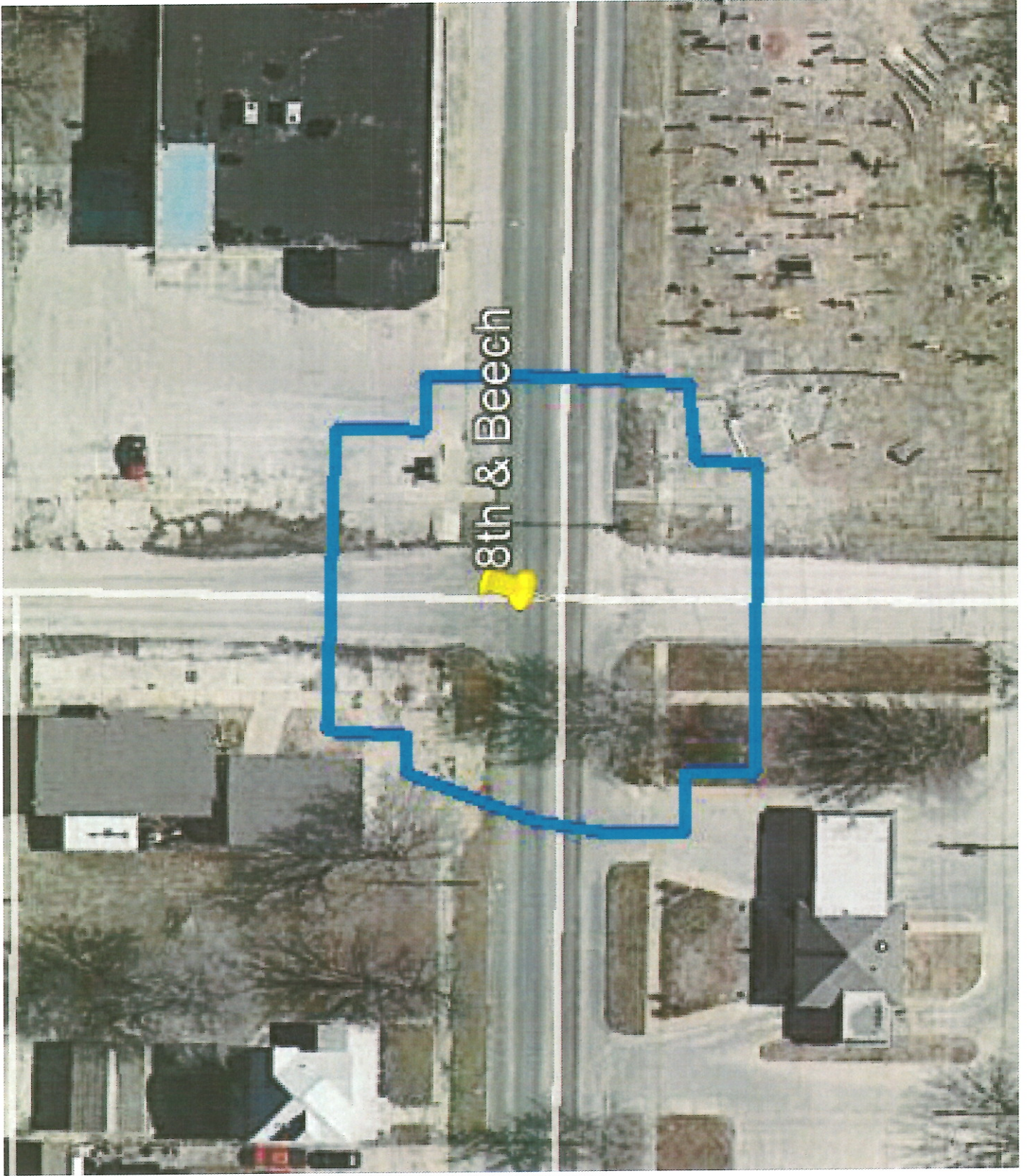
<u>Item</u>	<u>Rate</u>
Travel	\$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

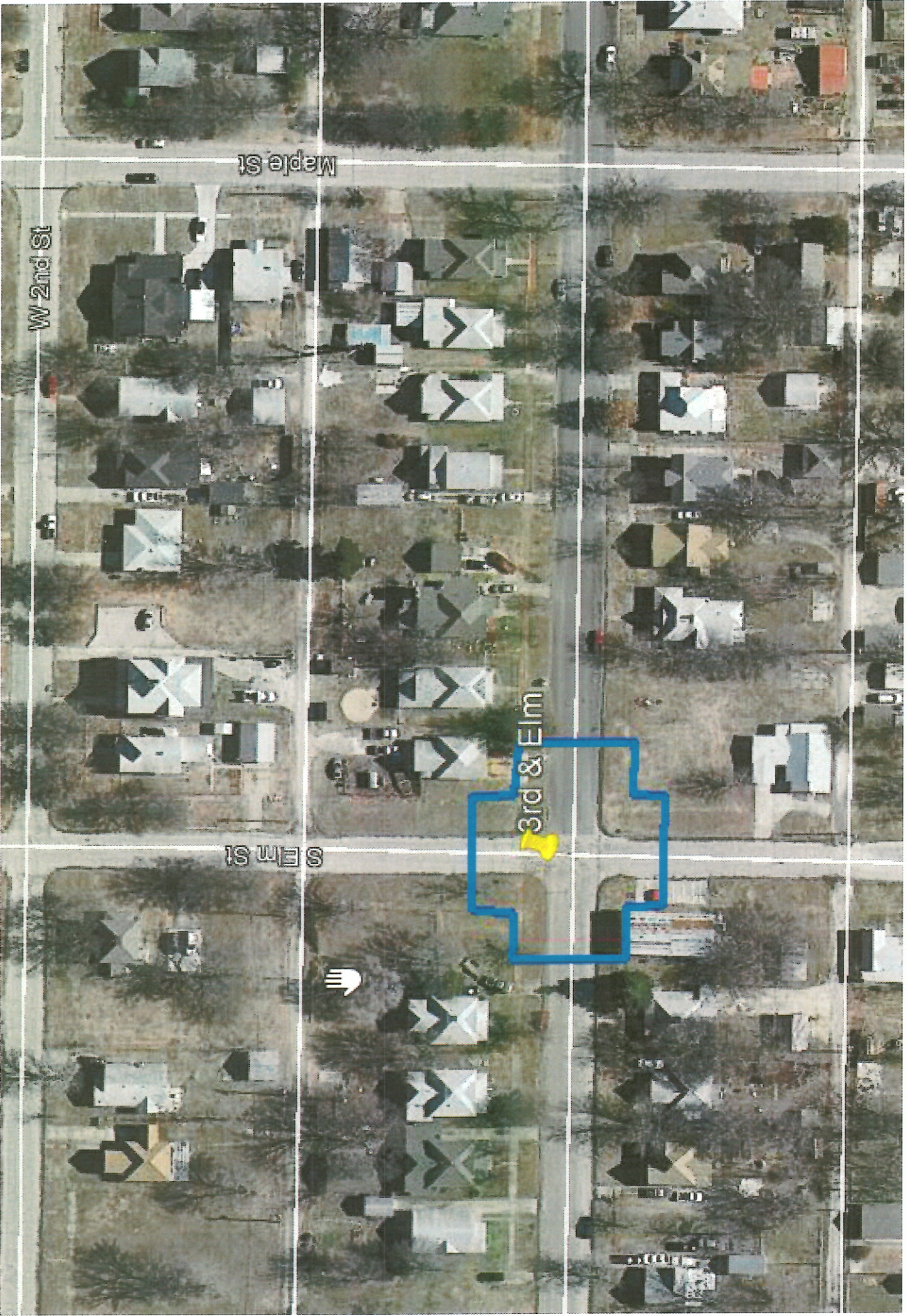




© 2021 Google

198 ft







 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	September 28, 2021	
RESOLUTION OR ORDINANCE NUMBER	R-21-64	
AGENDA TITLE	North Overlook Culvert Replacement	
REQUESTING DEPARTMENT	Public Works	
PRESENTER	Jim Bradshaw, Director of Public Works	
FISCAL INFORMATION	Cost as recommended:	\$269,963.00
	Budget Line Item:	520-5-220-868
	Balance Available	\$300,000.00
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	Award a construction contract to B & B Bridge Company, Saint Paul, Kansas	
BACKGROUND		
SPECIAL NOTES	This project is 100% funded from the City's transportation sales tax	

ANALYSIS	On September 7, 2021 the city along with our consulting engineer opened bids for the North Overlook culvert replacement project, two bids were received. Bids were reviewed by our consulting engineering firm and contact was made to both contractors as it pertained to start date as well as construction time frame. Attached to my staff report is the recommendation letter from the consulting engineer which goes into more detail. The project has 45 calendar days to complete barring any weather delays after notice to proceed is issued.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is concurring with our consulting engineer and recommending that the Mayor be authorized to direct the Finance Director to issue a purchase order in the amount of \$269,963.00 to B & B Bridge Company for the North Overlook Culvert replacement project
REFERENCE DOCUMENTS ATTACHED	Allgeier, Martin and Associates recommendation letter Bid Tab Map showing project location

RESOLUTION NO. R-21-64

A RESOLUTION TO APPROVE A CONSTRUCTION CONTRACT WITH B & B BRIDGE COMPANY FOR THE NORTH OVERLOOK CULVERT REPLACEMENT PROJECT.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and Finance Director be and are hereby authorized and directed to execute a construction contract with B & B Bridge Company in the amount of \$293,963.00.

ADOPTED THIS 28th DAY OF SEPTEMBER 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

September 21, 2021

Mr. Jim Bradshaw
Director of Public Works
City of Coffeyville
102 West 7th Street
Coffeyville, Kansas 67337

Re: Coffeyville, Kansas
Overlook Drive Culvert Replacement

Dear Mr. Bradshaw:

We have reviewed the two (2) bids received September 7, 2021 for the construction of the referenced project, and subsequently prepared a tabulation of those bids. The totals on the enclosed Tabulation of Bids show the amounts of the submitted bids.

It is the recommendation of this office that the City award the contract to B&B Bridge Company, Inc. This recommendation is predicated upon the following:

1. While Mission Construction, Company, Inc. is the low responsive, responsible bidder, with a Base Bid in the amount of \$257,505.00, they expressed concerns that they may not be able to complete the project within the time specified in the contract.
2. A recent conversation with B&B Bridge Company, Inc., suggests that they are comfortable with the submitted bid in the amount of \$269,963.00 and are capable of completing the project within the time specified in the contract, provided that bad weather days are not counted against the contract completion time. They also suggested that they would be able to start construction as soon as the Notice to Proceed is given and anticipates completing the construction before the end of the year. Depending on temperature, it may be necessary to postpone asphalt paving until next year. However, the roadway could be opened provided that the gravel surface is maintained throughout the winter and until asphalt paving is completed.
3. A review of the Company's experience indicates that they are capable of performing this type of construction according to the plans and specifications.

B&B Bridge Company intends to use cast in place for the construction of the box culvert. Subcontractors include the following:

Muller Construction – Dirt work, excavation and embankment construction
Brent Bell Construction LLC – Asphalt Paving

If the City concurs with this recommendation, please sign each copy of this letter below where indicated and return one copy to this office. Upon receipt of this acknowledged letter, we will prepare the contract documents for execution and schedule a pre-construction conference.

If you have any questions, please call.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Michael Atkinson, P.E.
Vice President

Enclosures

Accepted,

CITY OF COFFEYVILLE, KS

Ann Marie Vannoster
Mayor



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200
Branch Offices: Kansas City, Rolla and Springfield
Tabulation of Bids

Project: Overlook Drive Culvert Replacement
Location: Coffeyville, KS
Bid Date: 9/7/21 2:00 PM
Engineers: Michael Atkinson, P.E.

BASE BID

Item No.	Description	Unit	Quantity
1	Clearing and Grubbing	LS	1
2	Removal of Existing Structures	LS	1
3	Removal of Existing Pavement	SY	650
4	Unclassified Excavation	CY	201
5	Embankment (Contractor Furnished)	CY	389
6	Compacting in Cut	STA	3
7	Geogrid Reinforcement (For Base)	SY	800
8	Linear Grading	STA	3
9	Aggregate for Base (AB3) (6" Thick)	SY	800
10	HMA - Commercial Grade (Class A)	TON	260
11	Rip Rap (Light 24") (36" Thickness)	SY	232
12	Contractor Construction Staking	LS	1
13	Biodegradable Log (9" Dia.)	LF	40
14	Work Zone Traffic Management Plan (Traffic Control)	LS	1
15	Mobilization	LS	1
16	Separation Geotextile	SY	278
17	Pavement Marking (Intersection Grade) (Yellow) (4-Inches) (Double Centerline)	LF	300
18	Guardrail End Terminal (SKT) (25 ft Modified)	EA	4
19	Guardrail, Steel Plate (W-Beam)	LF	100
20	Seeding and Mulching	LS	1
Item	Single 8 foot span x 7 foot tall reinforced concrete box culvert	LS	1
TOTAL BASE BID AMOUNT			

Mission Construction, Co., Inc. Saint Paul, KS

Unit Price	Extended Total
\$ 2,500.00	\$ 2,500.00
\$ 10,000.00	\$ 10,000.00
\$ 8.00	\$ 5,200.00
\$ 50.00	\$ 10,050.00
\$ 50.00	\$ 19,450.00
\$ 500.00	\$ 1,500.00
\$ 5.00	\$ 4,000.00
\$ 5,000.00	\$ 15,000.00
\$ 8.00	\$ 6,400.00
\$ 120.00	\$ 31,200.00
\$ 100.00	\$ 23,200.00
\$ 3,500.00	\$ 3,500.00
\$ 20.00	\$ 800.00
\$ 2,500.00	\$ 2,500.00
\$ 18,000.00	\$ 18,000.00
\$ 5.00	\$ 1,390.00
\$ 5.00	\$ 1,500.00
\$ 4,580.00	\$ 18,320.00
\$ 84.95	\$ 8,495.00
\$ 3,500.00	\$ 3,500.00
\$ 71,000.00	\$ 71,000.00
\$ 257,505.00 *	

B&B Bridge Company, Inc. Saint Paul, KS

Unit Price	Extended Total
\$ 12,000.00	\$ 12,000.00
\$ 9,000.00	\$ 9,000.00
\$ 8.50	\$ 5,525.00
\$ 15.00	\$ 3,015.00
\$ 20.00	\$ 7,780.00
\$ 500.00	\$ 1,500.00
\$ 3.00	\$ 2,400.00
\$ 1,500.00	\$ 4,500.00
\$ 10.00	\$ 8,000.00
\$ 99.00	\$ 25,740.00
\$ 72.50	\$ 16,820.00
\$ 6,000.00	\$ 6,000.00
\$ 8.00	\$ 320.00
\$ 1,500.00	\$ 1,500.00
\$ 20,000.00	\$ 20,000.00
\$ 6.00	\$ 1,668.00
\$ 3.00	\$ 900.00
\$ 4,580.00	\$ 18,320.00
\$ 84.95	\$ 8,495.00
\$ 1,500.00	\$ 1,500.00
\$ 114,980.00	\$ 114,980.00
\$ 269,963.00	

ALTERNATE BID ITEMS (Replaces Corresponding Bid Items in Base Bid)

Item No.	Description	Unit	Quantity
4	Unclassified Excavation	CY	247
9	Aggregate for Base (AB3) (4" Thick)	SY	800
10	PCCP - (10" Thick) (Non-Reinforced) (Non-Dowel Jointed)	SY	733

Unit Price	Extended Total
\$ 50.00	\$ 12,350.00
\$ 8.00	\$ 6,400.00
\$ 85.00	\$ 62,305.00

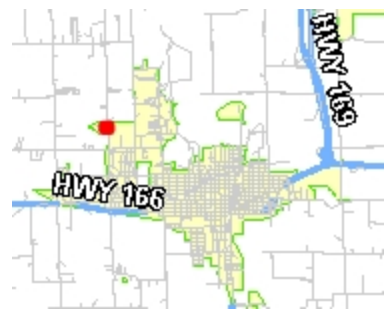
Unit Price	Extended Total
\$ 15.00	\$ 3,705.00
\$ 8.50	\$ 6,800.00
\$ 111.80	\$ 81,949.40

This is to certify that at 2:00 PM on September 7, 2021 at the Commission Office of the City of Coffeyville, Coffeyville, KS, the bids were publicly opened, read aloud, checked and the above totals are correct as to the additions.

* denotes mathematical error

By 
Michael Atkinson, P.E.

North Overlook Culvert Replacement Project Coffeyville, KS



Legend

- + Railroad
- Centerline
- <all other values>
- US HWY
- River
- Section

Notes

North Overlook Culvert Replacement Project

180.3 0 90.13 180.3 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	09/28/2021		
RESOLUTION OR ORDINANCE NUMBER	R-21-65		
AGENDA TITLE	Award construction inspection work authorization for the North Overlook culvert replacement project		
REQUESTING DEPARTMENT	Public Works		
PRESENTER	Jim Bradshaw, Director of Public Works		
FISCAL INFORMATION	Cost as recommended:	NTE \$37,000.00	
	Budget Line Item:	520-5-220-478	
	Balance Available	\$300,000.00	
	New Appropriation Required:	☒ Yes ☐ No	
PURPOSE	Award a construction inspection agreement to Allgeier, Martin and Associates Inc. (AMA) for the North Overlook culvert replacement project		
BACKGROUND	The attached work authorization is for the inspection services for the North Overlook culvert replacement project. Attached to my staff report is the work authorization agreement that details the services we will receive.		
SPECIAL NOTES			
ANALYSIS			
PUBLIC INFORMATION PROCESS			
BOARD OR COMMISSION RECOMMENDATION			

STAFF RECOMMENDATION	Staff recommends approval of the work Authorization Agreement with AMA for the construction inspection for the North Overlook culvert replacement project
REFERENCE DOCUMENTS ATTACHED	A.M.A. Work Authorization Agreement

RESOLUTION NO. R-21-65

A RESOLUTION TO APPROVE A WORK AUTHORIZATION FOR THE CONSTRUCTION INSPECTION SERVICES FOR THE NORTH OVERLOOK CULVERT REPLACEMENT PROJECT TO ALLEIGER, MARTIN AND ASSOCIATES INC.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and Finance Director be and are hereby authorized and directed to execute a work authorization with Alleiger, Martin and Associates Inc. for the North Overlook culvert replacement Project in an amount not to exceed \$37,000.00.

ADOPTED THIS 28TH DAY OF September 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

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

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

Estimated Fee: \$ 37,000

By:  Date: September 21, 2021
Michael Atkinson, P.E., Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: Overlook Drive Culvert Replacement

PROJECT LOCATION: Coffeyville, Kansas

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

CLIENT: City of Coffeyville, Kansas

ATTN: Jim Bradshaw

STREET ADDRESS: 102 West 7th Street

CITY: Coffeyville STATE: KS ZIP CODE: 67337

WORK AUTHORIZED BY:

Date

Name and Title

Signature

SCOPE OF WORK:

Attachment Number 1 – Scope of Work – Contract Administration and Construction Inspection
Attachment Number 2 – Estimate of Construction Phase Costs
Attachment Number 3 – Rate Schedule

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment Number 1
Scope of Work
Construction Phase

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

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

ATTACHMENT NUMBER 2

ESTIMATE OF COSTS OVERLOOK DRIVE CULVERT REPLACEMENT COFFEYVILLE, KANSAS

Construction Phase

	HOURS	RATE	EXTENDED COST
<u>Construction Phase</u>			
Principal/Engineer III	50	\$194.00	\$9,700.00
Project Representative III	160	\$120.00	\$19,200.00
Secretary/Assistant	30	\$82.00	\$2,460.00
Subtotals	240		\$31,360.00
<u>Other Direct Costs</u>			
Travel @ \$0.57/Mi.		3,300 miles	\$1,914.00
Materials Testing			\$3,500.00
Subtotals			\$5,414.00
ESTIMATED CONTRACT CEILING FOR CONSTRUCTION PHASE			\$36,774.00
ESTABLISHED CONTRACT CEILING FOR CONSTRUCTION PHASE			\$37,000.00

Attachment Number 3

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

**RATE SCHEDULE
2021**

HOURLY LABOR RATES

<u>Classification</u>	<u>01/01/2021 thru 12/31/2021</u>
Principal/Engineer V	\$232
Principal/Engineer IV	\$210
Principal/Engineer III	\$194
Project Manager/Engineer II	\$172
Project Manager/Engineer I	\$156
Technician III/GIS Specialist	\$142
Technician III	\$120
Technician II	\$108
Technician I	\$101
Two-Man GPS Survey Crew	\$199
One-Man GPS Survey Crew	\$156
Three-Man Survey Crew	\$216
Two-Man Survey Crew	\$172
Registered Land Surveyor II	\$183
Registered Land Surveyor I	\$161
Survey Crew Member	\$82
Right of Way Specialist	\$125
Project Representative III	\$120
Project Representative II	\$108
Project Representative I	\$99
Secretary/Assistant	\$82
Print Specialist	\$82

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

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2