

**CITY OF GREENSBURG
REGULAR CITY COUNCIL MEETING
300 SOUTH MAIN GREENSBURG, KANSAS
MONDAY, MARCH 15, 2021
6:00 PM**

The meeting is available online via the City of Greensburg Facebook page.

A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

D) CITIZEN COMMENTS

All comments are limited to a maximum of three minutes for each speaker. In accordance with the Open Meetings Act, City Council members may not discuss or take action on any item that is not on the Agenda.

E) CONSENT AGENDA

These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.

1. Approval of Minutes
 - a. Regular Meeting – March 1, 2021
2. Appropriation Ordinance
 - a. Ordinance #1192

F) APPOINTMENTS: Tree Board: Mindy Heinson, to fill unexpired term through May 31, 2021

G) ITEMS OF BUSINESS

1. Property Insurance Renewal
2. Water Wells 7 & 9 Maintenance
3. February KPP Bill

H) CITY STAFF REPORTS

I) GOVERNING BODY COMMENTS

J) EXECUTIVE SESSION

Executive session in accordance with K.S.A 75-4319(b) for personnel matters of non-elected personnel. 15 minutes

K) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 5:30 and 6:00 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

To be placed on future agendas please contact City Administrator Stacy Barnes at administrator@greensburgks.org or call City Offices at 620-723-2751.

**Greensburg City Council
March 1, 2021
City Hall**

A. CALL TO ORDER

Mayor Matt Christenson called the March 1, 2021 meeting to order at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE & INVOCATION

The Pledge of Allegiance was said. Invocation was given by Pastor Jon Harrison.

C. ROLL CALL & APPROVAL OF THE AGENDA

Council Present: Mark Trummel, Chance Little, and Haley Kern. Mike McBeath and Pam Reves were absent. Staff present: Administrator Stacy Barnes, Public Works Superintendent Mick Kendall, and City Clerk Christy Pyatt.

Trummel made a motion to approve the agenda as presented. Kern seconded. Motion passed 3-0.

D. CITIZEN COMMENTS

There were no comments submitted in advance or from the audience.

E. CONSENT AGENDA

Kern made a motion to approve the Consent Agenda as presented. Little seconded. Motion passed 3-0.

F. ITEMS OF BUSINESS

1. Convene as Land Bank Board: Consider Application to Purchase 502 S. Elm

Christenson recessed open session at 6:02 p.m. and convened the Council as the Land Bank. At the February 1st meeting, Council approved an application from Abby Rudd to purchase 502 S. Elm. Barnes explained that, per land bank policy, Staff had advertised the property for sale in the paper of record and notified the adjoining property owner. Included in the meeting packet was an application to purchase the property from the adjoining property owner. Policy states that if multiple applications to purchase are received for a buildable lot, the sale becomes a sealed, best offer bid. Both interested parties were notified. A bid was received from Adam and Tanya Mason. Rudd withdrew her application. By policy, the property price would be \$700. Christenson asked if the Land Bank would like to move forward at a regular sale price of \$700 or take the sealed bid. Kern made a motion to approve the sale of 502 S. Elm to the Masons for \$700. Trummel seconded. Motion passed 3-0.

Christenson noted that land bank policy for non-buildable lots (those under 25 ft) allows that the adjacent property owners are given right of first refusal. Christenson asked if the Land Bank would like to consider the same policy for the purchase of a buildable lot for non-building purposes. No action was taken at this time.

Christenson closed the meeting of the Land Bank at 6:07 p.m. and reconvened open session of the City Council.

2. AB Creative Playground Contract

At the last meeting, Council tabled a decision on a contract with AB Creative for purchase and installation of playground equipment at the swimming pool park, allowing those who were not present at the last meeting to offer their opinions. The quote provided is for their original playground design,

along with pricing for additional items requested by Council. The quote also includes additional fall zone material for the added equipment. Barnes provided fund balances, showing adequate funds available for the project. Christenson noted that the consensus of those present at the last meeting was to move forward with only the original playset. Kern, who was absent at the last meeting, stated that she had reviewed minutes from the previous meeting. Kern likes the idea of providing something different than what can be found at the other local parks. She would like to move forward with the base package purchase but set some money aside to do something different in addition, even if the addition could not be utilized by all ages. Kern noted that a skate park has come up multiple times since she has been on the Council. She would like to give the idea a serious thought and look into construction cost and insurance liability. Trummel stated that he had no problem with the basic package, noting that it is already over the budget Council set. Trummel would like to hold on to Sanitation Reserve Funds for other items the City needs. The City's Insurance Agent has inquired about liability coverage but has heard nothing back from the underwriter. Barnes assumes a skate park would be insurable under the City's general parks liability. Sidewalks and other items would be down the road at an additional cost. During additional conversation, Christenson and Barnes discussed the possibility of receiving a KDHE grant to help with fall zone mulch. Little suggested possibly moving forward with a skate park and not doing a playground at this location. Barnes has been researching the cost of a small skate park and will continue to gather information if that is something Council is interested in.

With no motion to approve on the floor, Christenson suggested tabling the discussion again. With the uncertainty of how long the contract price was good for, Little made a motion to approve a contract with AB Creative for the basic playground package proposed. Trummel seconded. The motion passed 2-1 (Kern). Barnes was instructed to move forward with obtaining additional costs for a skate park. Christenson clarified that the Donation Fund is to be utilized for the totality of the project.

3. Business Park Spec Building RFP Clarifications

At their last meeting Council approved an RFP for a spec building at the Business Park. After posting the RFP on the City's website, in local newspapers, and calling local contractors, Barnes has received several responses and a lot of questions. Barnes stated that in attempt to make the project simple, the RFP was unclear and confirms that no one on Staff is an Engineer or Architect. Staff has been answering questions the best they can. All interested parties are aware that Barnes was asking for clarification on the document tonight. Some of the concerns mentioned have been about walk-in doors, windows, location of the requested 16 ft doors, insulation R value, and lighting for the interior and exterior. A revising RFP was provided for Council's consideration. Barnes understands Council's intent is to have a shell of a building, creating lower cost to the city and flexibility to a future tenant. Superintendent Kendall has discussed utility specifications with some potential sub-contractors. Of particular concern is the future requirement of fire protection for a commercial building. Two water lines will be needed, one for service to bathroom facilities, and one 6" line for fire protection. Gutters and downspouts for the building were assumed but not clearly stated in the original RFP. Barnes proposed an extension of the filing deadline, considering all of the questions and clarification needed.

A site survey of the property will need to be performed, but the original RFP did not specify if that was expected to be part of the bid. After driving by the property, it is clear to Barnes and Kendall that dirt work will be needed. Kendal verified that the property holds water and has a rise in it. Trummel suggested relocating the building site, to keep dirt work cost down. Barnes stated that the build could be moved south; however, the property is still at a lower grade. The proposed site was chosen for visibility purposes, and to save additional space for future developments. Options for surveying the

property and dirt work were discussed. Consensus was to specify that site work is not to be included in the bid. Any dirt work found to be necessary will be a separate project.

Consensus of the Council was to extend the bid filing deadline to April 1, 2021, with the Council reviewing bids at their regular April 5th meeting. Consensus was also to approve clarifications to the RFP as presented. Barnes will notify those who have shown interest.

4. Office Solutions IT Service Contract

A new IT Service Contract for 2021 from Office Solutions has been offered and was in the meeting packet for Council's review. IT Staff at Office Solutions recently changed. An updated inventory of equipment and machines has been completed. Machines not upgraded to at least Windows 10 will be removed from the contract as they are no longer supported by Windows. Office Solutions is implementing protocols for service calls that will streamline the process and allow for better service records. Staff has been impressed with the responsiveness and work of the new staff member.

Kern made a motion to accept the proposed contract. Trummel seconded. The motion passed 3-0.

G. CITY STAFF REPORTS

Barnes reported to Council on the following topics:

- **February Extreme Cold Weather Electric Rates:** Barnes continues to stay in communication with KPP regarding the potential impacts of the recent, extreme cold weather to February electric billing. Included in the meeting packet was an information sheet from KPP about all the moving parts of this situation. March 18th is the next KPP board meeting. Staff will know more after that discussion. February billing will be sent to the City after that meeting. Barnes has also tried to help the community know what is happening through posts on the City Facebook page. Information was provided on where the City gets its power, as well as about the cold weather event and what the future may bring. Staff is clarifying for customers that if their most recent bill was higher than typical it was not because of a rate change. Extremely low temperatures caused heating units to use more electricity to heat homes. An information sheet from KPP regarding rates was provided.
- **Stop/Speed Limit Signs:** Public Works is in the process of installing the recently approved stop signs around the swimming pool block and the speed limit signs through-out town. In the newsletter that went out with utility bills, both of these changes were mentioned.
- **Big Well Museum Hours:** The Big Well Museum moved back to regular hours today after being on winter hours for January and February. Hours are Monday-Saturday 9am-6pm, Sunday 1-6pm.
- **Stoptlight:** Today the control box for the stoplight was hit, causing the light to flash red. Kendal worked on the sign and is evaluating what repairs may be needed.
- **Substate Basketball Main Street Spirit:** Barnes was approached by Jennifer Kookan for permission to use Main Street light poles for businesses and others to decorate for Substate Basketball, which is being hosted by the school Thursday, Friday and Saturday. Both the girls and boys teams are still playing. Barnes gave her permission to use the poles. City Staff will be decorating the 2 polls by City Hall.
- **KDOT Cost Share Grant:** Barnes received notification today that applications for the KDOT Aviation Cost Share Grant program are open now through April 9th. In the past, the City has applied for airport infrastructure improvements. Due to COVID-19 KDOT has reduced the required cost share match to 10%. Previously the program required 10, 15, and 25% matches. Larger matches will be looked upon more favorably. Barnes will be working with Lochner to prepare this year's application.

- **Police Stats:** Police Department statistics for February were provided in the meeting packet.

H. GOVERNING BODY COMMENTS

There were no additional comments from the Governing Body.

I. ADJOURNMENT

With nothing further to discuss, Christenson declared the meeting adjourned at 6:43 p.m.

Matt Christenson, Mayor

Christy Pyatt, City Clerk

APPROPRIATION ORD. 1192

03.15.2021

CHECK #	VENDOR	REFERENCE	AMOUNT
PRE-PAID			
29295	AT&T	PHONE/INTERNET	\$ 162.73
29296	GIANT COMMUNICATIONS	PHONE/INTERNET	\$ 387.67
29297	HOME LUMBER	SUPPLIES AND PARTS	\$ 254.87
29298	HUTCHINSON NEWS	YEARLY SUBSCRIPTION	\$ 264.46
29299	VERIZON	MOBILE SERVICE	\$ 119.22
	***** PRE-PAID TOTAL *****		\$ 1,188.95
PAID			
29300	ALLIANCE AG & GRAIN LLC	FUEL	\$ 1,849.17
29301	COMMERCIAL OUTDOOR CO., LLC	SIGN LEASE	\$ 300.00
29302	COMPLIANCE ONE	DRUG TESTING	\$ 61.50
29303	CORE & MAIN LP	OMNI REGISTER 3'	\$ 436.36
29304	D.C.& B. SUPPLY INC.	WATER METER FOAM INSULATOR	\$ 459.46
29305	DF SPORT	MERCHANDISE FOR RESALE	\$ 1,018.37
29306	FRIENDS OF EDUCATION	SILENT AUCTION/FUNDRAISER	\$ 100.00
29307	GADES SALES CO. INC.	TRAFFIC LIGHT	\$ 600.00
29308	GALLS	EARPHONE REPLACEMENT	\$ 40.98
29309	GOTTCHA COVERED MFG LLC	MERCHANDISE FOR RESALE	\$ 568.75
29310	GREENSBURG FARM SUPPLY	SUPPLIES/PARTS	\$ 209.17
29311	GREENSBURG TIRE & LUBE, LLC	TIRE REPAIR	\$ 25.00
29312	HEFT & SONS, LLC	FLOWABLE FILL	\$ 68.00
29313	inteGREEN SERVICES, INC	R410A REFRIG./1/4' HARD FLARE	\$ 299.71
29314	KANSAS MAGAZINE	MERCANDISE FOR RESALE	\$ 10.00
29315	KANSAS ONE-CALL SYSTEM,INC.	LOCATES	\$ 33.60
29316	KANSAS POWER POOL	FEB POWER PURCHASE	\$ 124,140.30
29317	KANSAS STATE TREASURER	JAN-FEB 2021 COURT FEES	\$ 2,678.50
29318	KERBS LAW OFFICE	LEGAL SERVICES	\$ 1,461.50
29319	LIGHTHOUSE APPAREL	MERCHANDISE FOR RESALE	\$ 2,125.48
29320	LUMINOUS NEON INC	SIGN LEASES	\$ 945.00
29321	MICHAEL TODD & COMPANY, INC.	STOP SIGNS/SPEED LIMIT SIGNS	\$ 4,723.90
29322	NISLY BROTHERS TRASH SERV	TRASH SERVICE	\$ 10,143.50
29323	OFFICE SOLUTIONS	IT SERVICE CONTRACT/COPIER CONTRACT	\$ 999.83
29324	OGDEN PUBLICATIONS	ADVERTISING	\$ 685.00
29325	ORKIN	PEST CONTROL - INCUBATOR	\$ 131.99
29326	PRATT TRIBUNE	LEGAL PUBLICATIONS/ADVERTISING	\$ 128.00
29327	SAFETY-KLEEN SYSTEMS, IN	SOLVENT	\$ 216.46
29328	SUNSET HILL STONWARE	MERCHANDISE FOR RESALE	\$ 845.00
29329	SYMBOLARTS, LLC	DRESS BADGE	\$ 417.50
29330	TWILIGHT THEATRE, INC	EASTER BINGO 2021 DONATION	\$ 300.00
29331	UNIFIRST CORPORATION	UNIFORMS/MATS	\$ 720.35
29332	WESLEY CARLTON	KPP REBATE ON REFRIGERATOR	\$ 30.00
29333	WILMORE OIL COMPANY	55 GL 5W 30 OIL	\$ 694.00
	***** PAID TOTAL *****		\$ 157,466.38
	***** REPORT TOTAL *****		\$ 158,655.33

**City of Greensburg
City Council Meeting
March 15, 2021**

To: Mayor and City Council
From: Stacy Barnes, City Administrator
Subject: Agenda items F. 1-3

Agenda Item F. 1 Property Insurance Renewal

Jeanine Hassiepen from Peoples Insurance will be at the meeting with our annual property insurance renewal. Our 2021 renewal compared to 2020 is pretty similar. For 2020 our policy ended up being approximately \$89,000. We had some additions to the policy through the year such as the new fire department bunker gear and equipment, fire rescue truck and police charger car.

Please find attached the package quotes for the \$2,500 All Perils and \$5,000 All Perils deductibles for the Property. We currently have \$2,500 deductible.

In review of our coverage, we found that we have not added to our policy the picnic shelters at Big Well Park and Swimming Pool Park or the electric distribution system. The electric substation and street lights are on the policy but that is all. I am working with Jeanine and the underwriter to get these added and it will come before council at a future meeting.

Agenda Item F.2 Water Wells 7 & 9 Maintenance

The City operates 4 water wells for our community water supply.

- Well #6 at Public Works
- Well #7 at Sunset Park
- Well #8 at the Ballfields
- Well #9 on North Main in Triangle Park

In November 2020 an inspection of our water wells was performed by Layne Christensen. Attached is the report from that inspection. Wells 7 and 9 were identified as needing maintenance work. These wells were drilled in 1965 and 2001 respectively.

Included are quotes from Layne Christensen to pull and inspect these pumps, and TV survey each well for issues in the casing and screen. If both pumps are pulled for inspection, there will be one mobilization fee of \$1,280. Total quote for both wells is \$11,710.

Until these pumps and wells are inspected, we do not know what the repair costs will be. These quotes are just to pull pumps, inspect and see what repairs are needed. Layne estimates repairs could vary from a minimum of \$5,000 to a max estimate of \$25,000 each but would guess we would be looking at more the \$15,000 range each.

This expenditure is not budgeted for 2021 out of the regular water fund budget.

Cash Balances:	
Water Reserve	\$78,077
Capital Improvement/Infrastructure Fund	\$409,989

The Water Reserve Fund receives a budgeted Water Fund to Water Reserve Fund transfer of \$15,000 annually.

Ordinance 942 was adopted in 2007 establishing the 0.5% Sales Tax Levy for funding capital improvement and repairs to city infrastructure projects. This fund receives approximately \$80,000 in funds annually.

Both of these funds could be used for perform this work to maintain our water system.

Agenda Item F.3 February KPP Bill

On the appropriations ordinance for this meeting, you'll find the KPP February bill. I have also included the invoice for your review. This bill is higher than our February 2020 bill due to increased usage and an added surcharge explained below. We used approximalty 156,600 kwh more this year.

Each day this last week, KPP has held informational calls each day at noon to go over their various funds and how the February cold weather event will affect member cities. KPP's February energy costs were \$17.2 million above budget. KPP is able to cover those costs through their line of credit and built-up reserve fund. We are fortunate to be KPP members in this circumstance as they are able to absorb this impact. If this short fall had been passed along to us directly in one bill, they said it would be over \$.25 per kwh. At the Council meeting, I will show you some of the information they provided in their presentations.

On Friday, the KPP Board of Directors voted to add a \$.01 per kwh surcharge for the next 3 months bills to help start to replenish their reserve fund. Part of the discussion was that this surcharge for 24 months is a possibility. There are still moving parts and the board will evaluate over the next 3 months and decide at a future meeting what will be implemented.

Many times during the meetings it was mentioned that the concern is not now, but a year from now if a similar event happens, there will be no reserve to cover it.

We are able to pay our bills for the next 3 months with these increases, and possibly for the rest of 2021 without a budget amendment or depleting our electric cash balance. Estimating from our 2020 bills usage, with the \$.01 surcharge, it would be approximately \$141,211 additional cost. This will vary depending on kwh used.

We have budgeted a \$150,000 transfer to the electric reserve fund for this year. This transfer or part of this transfer could not be made to cover this additional expense.

Electric Fund Cash Balance	\$766,352
Electric Reserve Fund Balance	\$350,000

Another possibility the governing body could consider is passing some of this increased cost along to customers. I have begun some calculations of what that would look like for commercial and residential customers and will present that when this comes on the agenda in the future.

This agenda item is more of an informational item and for discussion at this point. I would suggest waiting for the KPP Board makes a final determination on what the ECA after these 3 months will be but wanted you to be aware of how the situation has developed.

CONDITIONAL



EMC Insurance Companies
245 N Waco St Ste 330
Wichita, KS 67202-1116
www.emcins.com

CITY OF GREENSBURG
300 S MAIN ST
GREENSBURG, KS 67054-1728
04/01/2021 to 04/01/2022

Quote Valid Through 04/03/2021

Account Summary
Quote Account Number: X364979
Option 001
Prior Account Number: 4X52899

Commercial Property (A-02) #2,500 All Perils Deductible		\$	41,944.00
General Liability (Occurrence) (D-04)		\$	5,268.00
Linebacker - Claims Made (K-02)		\$	5,368.00
Law Enforcement Liability (M-02)		\$	966.00
CyberSolutions (Q-01)		\$	660.00
Data Compromise and Identity Recovery Premium	404.00		
Cyber Premium	256.00		
Commercial Inland Marine (C-01)		\$	4,763.00
Business Auto (E-03)		\$	19,830.00
Workers Compensation (H-02)		\$	13,147.00
Commercial Umbrella (J-04)		\$	3,458.00
Total Account Premium Estimate		\$	95,404.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

SBAIC DBA Peoples Insurance
106 N Sycamore St Ste A
Greensburg, KS 67054-6735
620-723-2809

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

CONDITIONAL



EMC Insurance Companies
245 N Waco St Ste 330
Wichita, KS 67202-1116
www.emcins.com

CITY OF GREENSBURG
300 S MAIN ST
GREENSBURG, KS 67054-1728
04/01/2021 to 04/01/2022
Prepared on 03/10/2021
Quote Valid Through 04/24/2021

Account Summary
Quote Account Number: X364979
Option 002
Prior Account Number: 4X52899

Commercial Property (A-04) (#5,000 All Perils Deductible)		\$	39,856.00
General Liability (Occurrence) (D-04)		\$	5,268.00
Linebacker - Claims Made (K-02)		\$	5,368.00
Law Enforcement Liability (M-02)		\$	966.00
CyberSolutions (Q-01)		\$	660.00
Data Compromise and Identity Recovery Premium	404.00		
Cyber Premium	256.00		
Commercial Inland Marine (C-02)		\$	5,643.00
Business Auto (E-04)		\$	18,943.00
Workers Compensation (H-02)		\$	13,147.00
Commercial Umbrella (J-05)		\$	3,347.00
Total Account Premium Estimate		\$	93,198.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

SBAIC DBA Peoples Insurance
106 N Sycamore St Ste A
Greensburg, KS 67054-6735
620-723-2809

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*



November 23, 2020

Greensburg Kansas
239 S. Main
Greensburg. Ks. 67054
Attn: Mick Kendall

Re: PWM Testing Wells #6, 7, 8, & 9

Dear Mick

I am pleased to provide the results of the pumping tests completed on the above recently tested wells. Please find the following summary of information we gathered and recommendations of future repairs and use.

Well #6

Layne drilled this well in March of 1953

TD: 110' of 12" dia. screen/casing

Original Specific Capacity: 64.51

Original Pump Design: 500 GPM @ 200 TDH (1953)

Modified Pump Design: Repaired bowl in 2008 (10RKHC-6)

Pump results include comparison to past results

Current				Specific Capacity
GPM	PWL	SWL	DD	GPM/Ft. of DD
100	80.9	79.2	1.7	58.82
250	83.8	79.2	4.6	54.34
400	86.3	79.2	7.1	56.33

Previous				Specific Capacity
GPM	PWL	SWL	DD	GPM/Ft. of DD
110	82.5	80.3	2.2	50
200	84.2	80.3	3.9	51.28
340	86.51	80.3	6.2	54.84

Shut in was exactly where it should be.

There was a 1' increase in Static Water Level from the previous test to the current test.

This well Specific Capacity is better than on the previous test as assisted by the increase in SWL.

The pump is showing some wear on the right side of the curve. It will need attention in the next couple years.

Recommendations: **This well is the oldest well you have in production. It is 67 years old and long past the normal life of a well. It would be smart for the City to start a budget to replace this or what ever well may fail. The odds are higher every year that you will have a failure.**

Well #7

Layne drilled this well in April 1965

TD: 108' of 12" dia. screen/casing

TOS: 85'

Original Specific Capacity: 38.89

Original Pump Design: 350 GPM @ 250 TDH (1965)

Modified Pump Design: 250 GPM @ 250 TDH (2007) (8RJHC-10)

Pump results include comparison to past results

Current				Specific Capacity
GPM	PWL	SWL	DD	GPM/Ft. of DD
100	89.2	88.0	1.2	83.33
250	92.3	88.0	4.3	58.13
400	97.0	88.0	9.0	44.44

Previous				Specific Capacity
GPM	PWL	SWL	DD	GPM/Ft. of DD
145	90.9	87.7	3.2	45.31
200	91.8	87.7	4.1	48.78
310	94.0	87.7	6.3	49.21

Static Water here has dropped a few tenths. This well has very similar results of the last tests performed. The pumping equipment is way off the curve for this pump. This pump needs pulled and an attempt should be made to repair the bowl to bring it back to factory tolerance. Basically, you are wasting money using this well until it is repaired. The fall off is very inefficient.

Recommendation: **This well needs to have the pump pulled and repaired as soon as possible.**

Well #8

Layne drilled this well in August 1967

TD: 118' of 12" dia. screen/casing

TOS: 93'

Original Specific Capacity: 37.86

Original Pump Design: 350 GPM @ 255 TDH (1967)

Modified Pump Design: (10WAHC-5) no change

Pump results include comparison to past results

Current				Specific Capacity
GPM	PWL	SWL	DD	GPM/Ft. of DD
105	91.0	88.2	2.8	37.5
208	93.8	88.2	5.6	37.14
285	96	88.2	7.8	36.53

Previous				Specific Capacity
GPM	PWL	SWL	DD	GPM/Ft. of DD
180	96.7	92	4.7	38.30
280	99.8	87.7	12.1	35.89
380	102.6	92	10.6	35.85

Static Water Level here has recovered several feet since the last tests. This caused the wells specific Capacity to improve and your efficiency to improve. There is no change in your pumping equipment.

Recommendation: This well is operating fine and no improvements are required at this time. The Pump information I have is not sufficient to obtain results of wear.

Well #9

Layne drilled this well in December 2001

TD: 126.5' of 16" dia. screen/casing

TOS: 86.5'

Original Specific Capacity: 97.89

Original Pump Design: 600 GPM @ 217 TDH (2002)

Pump Design: 11 CHC 4 Stage

Pump results include comparison to past results

Current				Specific Capacity
GPM	PWL	SWL	DD	GPM/Ft. of DD
150	83.0	81.2	1.8	83.33
300	84.0	81.2	2.8	107.14
400	85.0	81.2	3.8	105.26

Previous				Specific Capacity
GPM	PWL	SWL	DD	GPM/Ft. of DD
100	82.3	81.3	3.0	33.33
210	83.1	81.3	1.8	116.67
310	85.58	81.3	4.26	Error

Static Water levels look very similar over prior years. The pump plotted on the curve shows that the pump has wear. It is not significant at this point but may start to have other problems if left alone to long.

Recommendation: I would plan on this pump being pulled probably in the next year. (late 2021 or early 2022). Operators should watch carefully for vibration and reduction in pressure and flow.

Thanks

Rusty Redding

QUOTATION

Layne Christensen Company

1011 W. Harry
 Wichita Kansas 67213
 Phone (316) 264-5365
 Fax (316) 264-1274

Date: 02/05/21

P.O. Number: _____

Purchaser: City Of Greensburg
 Attn: Mick Kendall
 300 S. Main
 Greensburg, Ks 67054
 Phone Number 620-723-2691

Job Number: _____

We are pleased to submit the following quotation:

Job Description: Pull and inspect well #7

MATERIALS

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Truck stock	75.00	75.00
TOTAL MATERIALS				\$75.00

LABOR

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Mobilization	1,280.00	1,280.00
1	LS	Labor to pull pump and load out	2,750.00	2,750.00
1	LS	Shop time for inspection of equipment	840.00	840.00
1	LS	TV Survey of well to check for issues down hole in casing and screen	1,200.00	1,200.00
1	LS	Per diem for 2 men overnite	350.00	350.00
		Note: if you decide to pull both pumps in one mobilization there are cost savings		
		avaailable. Mobilization will be just one charge of \$1280., Per diem deduction,		
		and reduction on TV Survey pricing for doing multiple wells on one mob.		
		NOTES: 1) Payment Terms Net 30 Days.		
		2) Prices Valid For 30 Days From Date of Quotation.		
TOTAL LABOR				\$6,420.00
TOTAL PROJECT				\$6,495.00

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

By: _____

 Title: _____
 Date: _____
 PO #: _____

Contractor

Layne Christensen Company

By: Russell W. Redding

 Title: Senior Account Manager *Rusty Redding*
 Date: 02/05/21

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

QUOTATION

Layne Christensen Company

1011 W. Harry
 Wichita Kansas 67213
 Phone (316) 264-5365
 Fax (316) 264-1274

Date: 02/05/21

P.O. Number: _____

Purchaser: City Of Greensburg
 Attn: Mick Kendall
 300 S. Main
 Greensburg, Ks 67054
 Phone Number 620-723-2691

Job Number: _____

We are pleased to submit the following quotation:

Job Description: Pull and inspect well #9

MATERIALS

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Truck stock	75.00	75.00
TOTAL MATERIALS				\$75.00

LABOR

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Mobilization	1,280.00	1,280.00
1	LS	Labor to pull pump and load out	2,750.00	2,750.00
1	LS	Shop time for inspection of equipment	840.00	840.00
1	LS	TV Survey of well to check for issues down hole in casing and screen	1,200.00	1,200.00
1	LS	Per diem for 2 men overnite	350.00	350.00
		Please see notes on Quote for Well 7 for cost savings if you pull both at once.		
		Mick can you operate your plant with wells 6-8 for a least a month.		
		NOTES: 1) Payment Terms Net 30 Days.		
		2) Prices Valid For 30 Days From Date of Quotation.		
TOTAL LABOR				\$6,420.00
TOTAL PROJECT				\$6,495.00

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

By: _____

 Title: _____
 Date: _____
 PO #: _____

Contractor

Layne Christensen Company

By: Russell W. Redding

 Title: Senior Account Manager
 Date: 02/05/21
Rusty Redding

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.



PLEASE NOTE NEW
 REMITTANCE ADDRESS
 PLEASE REMIT TO:
KANSAS POWER POOL
DEPT 3423
P.O. BOX 123423
DALLAS, TX 75312-3423

City of Greensburg

Attn: City Clerk
 300 S. Main
 Greensburg, KS 67054

Service Month: Feb-21
 Account # 350

Billing Date: 3/12/2021
Due Date: 3/22/2021

Peak kW	Date	Hour Ending
3,288	15 Feb 2021	8:00

kW/kWh	Rate	\$ Amount	Ave Cost per kWh
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Demand Charges

Transmission	3,288	kW	\$7.50	\$24,660.00	\$0.01757
Administrative	3,288	kW	\$2.16	\$7,102.08	\$0.00506
RICE Upgrade	3,288	kW	\$0.00	\$0.00	\$0.00000
Delivered Capacity	3,288	kW			
Capacity Adjustment	0	kW			
Capacity Demand	3,288	kW	\$10.85	\$35,674.80	\$0.02542

Energy Charges

Metered Energy	1,292,284	kWh			
Losses	111,266	kWh			
Generation	0	kWh			
Unsch Generation	0	kWh			
Energy Adjustment	0	kWh			
Energy	1,403,550	kWh	\$0.02376	\$33,348.35	\$0.02376

Energy Cost Adjustment	1,403,550	kWh	\$0.00664000	\$9,319.57	\$0.00664
FEB 2021 Storm Surcharge	1,403,550	kWh	\$0.01000000	\$14,035.50	\$0.01000

TOTAL DEMAND AND ENERGY CHARGE				\$124,140.30	\$0.08845
Past Due / (Credit)				\$0.00	
Correction for Prior Month Billing				\$0.00	

System average cost of energy in \$/kWh \$0.03040000

TOTAL BILLING THIS PERIOD \$124,140.30