

**CITY COUNCIL MEETING
OF THE CITY OF LINN VALLEY, KANSAS**
January 8, 2024 - 6:00 PM
AGENDA

CALL MEETING TO ORDER

1. AGENDA
2. APPROVAL OF DECEMBER 13, 2023 MINUTES
3. SWEAR IN NEW COUNCIL MEMBERS
4. CITIZEN PARTICIPATION
5. SEWER REPORT
6. WATER PROJECT
7. CALDWELL TANKS INC. INVOICE #4
8. WASTEWATER PROJECT
9. BUILDING CODES REPORT
10. PUBLIC SAFETY REPORT
11. CLERK'S REPORT
12. COLA FOR EMPLOYEES
13. 2023 GAAP WAIVER RESOLUTION
14. GENERATOR MAINTENANCE AGREEMENT
15. OLD BUSINESS
16. NEW BUSINESS
17. ADJOURN

Contractor's Application for Payment No.

FOUR (04)

Application Period: 10/26/2023 - 12/25/2023		Application Date: 12/25/2023	
To (Owner): City of Linn Valley, KS 22412 East 2400th Road Linn Valley, KS 66040	From (Contractor): Caldwell Tanks, Inc	Via (Engineer): BG Consultants, Inc.	
Project: Linn Valley, KS	Contract: 250,000 Gallon Elevated Water Storage Tank		
Owner's Contract No.: 20-1141L	Contractor's Project No.: E-9252	Engineer's Project No.:	

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ \$1,551,700.00
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$ \$1,551,700.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ \$1,065,580.46
			5. RETAINAGE:
			a. 5% X <u>\$1,065,580.46</u> Work Completed..... \$ \$53,279.02
			b. X _____ Stored Material..... \$
			c. Total Retainage (Line 5a + Line 5b)..... \$ \$53,279.02
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$1,012,301.44
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$878,768.96
			8. AMOUNT DUE THIS APPLICATION..... \$ \$133,532.48
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ \$539,398.56
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [Signature] Date: 12/25/2023

Payment of: \$ 133,532.48
(Line 8 or other - attach explanation of the other amount)

is recommended by: MILES KINGSLEY, C.E. 12/26/2023
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

E-9252

For (Contract): 250,000 Gallon Elevated Water Storage Tank Linn Valley, KS							Application Number: FOUR (04)					
Application Period: 10/26/2023 - 12/25/2023							Application Date: 12/25/2023					
A				B	C		D		E	F		
Item					PREVIOUS WORK		CURRENT WORK					
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Quantity	Value of Work Completed (\$)	Quantity	Value of Work Completed (\$)	Materials Presently Stored (not in C)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	1	\$65,000.00	\$65,000.00	0.500	\$32,500.00				\$32,500.00	50.0%	\$32,500.00
2	Construction Staking	1	\$2,500.00	\$2,500.00	1.000	\$2,500.00				\$2,500.00	100.0%	
3	Clearing and Grubbing	1	\$1,000.00	\$1,000.00	1.000	\$1,000.00				\$1,000.00	100.0%	
4	Traffic Control	1	\$1,000.00	\$1,000.00	1.000	\$1,000.00				\$1,000.00	100.0%	
5	250,000 Gallon Pedesphere Elevated Storage Tank											
5a	Foundation Design and Drawings	1	\$55,000.00	\$55,000.00	1.000	\$55,000.00				\$55,000.00	100.0%	
5b	Tank Design and Drawings	1	\$75,000.00	\$75,000.00	1.000	\$75,000.00				\$75,000.00	100.0%	
5c	Tank Fabrication, Materials and Construction	1	\$830,605.00	\$830,605.00	0.864	\$717,974.96	0.10	\$83,060.50		\$801,035.46	96.4%	\$29,569.54
5d	Tank Painting	1	\$300,000.00	\$300,000.00								\$300,000.00
6	Erosion Control	1	\$1,000.00	\$1,000.00	0.500	\$500.00				\$500.00	50.0%	\$500.00
7	Earthwork	1	\$1,500.00	\$1,500.00	0.333	\$500.00				\$500.00	33.3%	\$1,000.00
8	Seeding, Fertilizing and Mulching	1	\$2,000.00	\$2,000.00								\$2,000.00
9	Electrical Utility Service	1	\$20,000.00	\$20,000.00								\$20,000.00
10	Electrical	1	\$49,500.00	\$49,500.00								\$49,500.00
11	Aggregate Surfacing (6") SQ. YD	1212	\$25.00	\$30,300.00	650	\$16,250.00				\$16,250.00	53.6%	\$14,050.00
12	Concrete Pavement (6") (AE) SQ. YD.	1.8	\$250.00	\$450.00	2	\$450.00				\$450.00	100.0%	
13	12" PVC Pipe (C900) (SDR21) LIN. FT.	219	\$55.00	\$12,045.00	179	\$9,845.00				\$9,845.00	81.7%	\$2,200.00
14	12" Gate Valve	1	\$3,500.00	\$3,500.00	1	\$3,500.00				\$3,500.00	100.0%	
15	4" Gate Valve	1	\$1,000.00	\$1,000.00	1	\$1,000.00				\$1,000.00	100.0%	
16	5-1/4" Fire Hydrant Assembl.	1	\$7,000.00	\$7,000.00	1	\$7,000.00				\$7,000.00	100.0%	
17	Chainlink Fence (6'-0") LIN. FT.	400	\$78.00	\$31,200.00								\$31,200.00
18	Slide Gate (Chainlink) (12'-0")	1	\$2,000.00	\$2,000.00								\$2,000.00
19	Single Leaf Manway Gate (4'-0")	1	\$800.00	\$800.00								\$800.00
20	Identification Sign	1	\$1,000.00	\$1,000.00			1.00	\$1,000.00		\$1,000.00	100.0%	
21	Concrete Splash Pad	1	\$1,000.00	\$1,000.00	1	\$1,000.00				\$1,000.00	100.0%	
22	Riprap (Light Stone) (200 lbs.)	20	\$40.00	\$800.00								\$800.00
23	Hydraulic Mixing System	1	\$56,500.00	\$56,500.00			1.00	\$56,500.00		\$56,500.00	100.0%	
Totals						\$1,551,700.00		\$925,019.96		\$140,560.50	68.7%	\$486,119.54

Building Codes / Maintenance Report
January 8, 2024

Permit Application Status

YEAR	TOTAL SUBMITTED	TOTAL APPROVED	OPEN AS OF 12/29/2023
2021	409	303	1 (Extended)
2022	276	248	8 (Extended)
2023	184	175	61

*Letters written for the expired permits

Inspections – December 2023

	December 2023	YTD 2023	*YTD 2022
New Residence	1	21	28
Roof Replacement	0	1	6
New Electrical Service or Upgrade	1	59	62
New Skid Shed – over 240 sq ft	0	1	39
Renovation of Existing Structure	0	14	14
Deck Repair or Replace	1	17	14
Accessory Building	3	21	23
New Dock	1	12	10
Carpports (Metal Awning)	1	16	18
Lot Clearing	n/a	n/a	44
Culvert	n/a	n/a	54
Seawall/Retaining Wall	0	6	1
Sewer Holding Tank	0	24	35
Water Holding Tank	0	19	23
Concrete Patio/Slab	0	0	19
Propane Tank	0	2	5
Fence	0	0	14
POA Water	0	2	5
Sewer System	0	4	7
Rural Water	0	1	2
Tornado Shelter	0	0	2
Hot Tub/Swimming Pool	0	0	0
Gazebo / Lean-To	0	10	4
Driveway	n/a	n/a	20
Garage Addition	0	6	4
Photovoltaic System Installation	0	3	5
Demolition	0	0	2
Totals	8	239	*460

*No permits issued Nov – Dec 2022

LINN VALLEY PUBLIC SAFETY REPORT

JANUARY 2024

POLICE

YEAR END NUMBERS

2023	TOTAL CRIMINAL REPORTS	79	(2022, 101)
	FELONY CRIMES REPORTED	17	(2022, 21)
	DOMESTIC VIOLENCE CRIMES	5	(2022, 5)
	CRIMINAL DAMAGE TO PROPERTY	6	(2022, 12)
	SEX RELATED CRIMES	2	(2022, 2)
	BURGLARY/THEFT	14	(2022, 12)

11 of the 14 cases were cleared by arrests

	MOTOR VEHICLE ACCIDENTS	7	(2022, 9)
	DRUG RELATED ARRESTS	6	(2022, 9)

FIRE

2022	TOTAL CALLS FOR SERVICE	151
	LINN VALLEY	100 INCIDENTS
		13 FIRES AND 87 MEDICAL CALLS
	MUTUAL AID (Miami County)	
		23 FIRES AND 28 MEDICAL CALLS

CITY OF LINN VALLEY FINANCIAL REPORT

January 8, 2023

General Fund:

December 2023 general fund income was \$21,631.84. Expenses were \$153,944.18. Expenses included quarterly payment for health insurance, \$50,000 approved transfer to Special Funds, transferred \$25,200 impact fees to Sewer, and \$8,400 for condemnation clean-up.

Balances for the City's accounts and funds on December 31, 2023:

General Operating Fund: \$134,696.28

-Restricted Mayor's Christmas Tree Fund \$1,029.57

-Restricted Parks & Recreation Fund \$3,200.59

-Restricted Capital Improvement \$48,890.70

-Restricted Special Equipment \$54,695.29

Street & Highway Fund: \$149,515.36

Sewer Utilities: \$551,503.74

Sewer Reserve Fund: \$90,012.13

American Rescue Plan Act (ARPA): \$6,067.95

Water Project Temporary Notes: \$821,933.92

Wastewater Project Temporary Notes: \$5,151,277.31

Vouchers

General Fund: 16021 – 16083: \$103,556.89

Street & Highway Fund: 1606 – 1609 \$574.57

Sewer Utilities: 1877 – 1887: \$4,574.16

Water Project: no vouchers

Wastewater Project: no vouchers

Total: \$108,705.62

- Karen Siffring, City Clerk

City of Linn Valley

Balance Sheet by Fund (Fiscal Year-to-Date)

January through December 2023

	General Funds	Parks & Rec	Street & Hwy	Special Equip.	Capital Improvement	Lagoon Project	Water Project	ARPA	Sewer Utilities	Sewer Reserve	Mayor's Christmas Tree	TOTAL
	(Governmental Fund) (Special Revenue Fund) (Special Revenue Fund) (Special Revenue Fund) (Special Revenue Fund) (Special Revenue Fund) (Special Revenue Fund) (Special Revenue Fund) (Special Revenue Fund) (Special Revenue Fund) (Special Revenue Fund) (Trust Funds)											
ASSETS												
Current Assets												
Checking/Savings												
Allocated Cash	21,513.02	3,200.59		54,695.29	48,890.70			6,067.95	531,030.17	96,012.13	1,029.57	
Money Market												90,437.19
Operating Checking												44,259.09
Sewer												627,743.14
Street & Highway			149,515.36									149,515.36
Wastewater Investment Pool						196,720.96						196,720.96
Wastewater Investment Pool 90						4,892,506.64						4,892,506.64
Wastewater Project						62,049.71						62,049.71
Water Investment Pool							611,833.98					611,833.98
Water Project							210,099.94					210,099.94
Total Checking/Savings	21,513.02	3,200.59	149,515.36	54,695.29	48,890.70	5,151,277.31	821,933.92	6,067.95	531,030.17	96,012.13	1,029.57	6,885,166.01
Accounts Receivable												
1100 - Accounts Receivable									20,473.07			20,473.07
Total Accounts Receivable									20,473.07			20,473.07
Other Current Assets												
1200 - Undeposited Funds	118.82											118.82
Total Other Current Assets	118.82											118.82
Total Current Assets	21,631.84	3,200.59	149,515.36	54,695.29	48,890.70	5,151,277.31	821,933.92	6,067.95	551,503.24	96,012.13	1,029.57	6,905,757.90
TOTAL ASSETS	21,631.84	3,200.59	149,515.36	54,695.29	48,890.70	5,151,277.31	821,933.92	6,067.95	551,503.24	96,012.13	1,029.57	6,905,757.90
LIABILITIES & EQUITY												
Equity												
Fund Balances												
3000 - General Funds												
3100e - General Fund	21,631.84											21,631.84
Total 3000 - General Funds	21,631.84											21,631.84
3200 - Special Revenue Funds												
3205e - Parks & Recreation		3,200.59										3,200.59
3210e - Street & Highway			149,515.36									149,515.36
3215e - Special Equipment				54,695.29								54,695.29
3225e - Capital Improvement					48,890.70							48,890.70
3235e - Wastewater Project						5,151,277.31						5,151,277.31
3240e - Water Project							821,933.92					821,933.92
3245e - ARPA								6,067.95				6,067.95
Total 3200 - Special Revenue Funds		3,200.59	149,515.36	54,695.29	48,890.70	5,151,277.31	821,933.92	6,067.95				6,235,581.12
3600 - Enterprise and Utility Funds												
3620e - Sewer												

City of Linn Valley
Balance Sheet by Fund (Fiscal Year-to-Date)
January through December 2023

	General Funds	Parks & Rec	Street & Hwy	Special Equip.	Capital Improvement	Lagoon Project	Water Project	ARPA	Sewer Utilities (Sewer)	Sewer Reserve (Sewer)	Mayor's Christmas Tree (Trust Funds)	TOTAL
(Governmental Funds)												
3621e - Utilities									551,503.24			551,503.24
3622e - Reserve										96,012.13		96,012.13
Total 3620e - Sewer									551,503.24	96,012.13		647,515.37
Total 3600 - Enterprise and Utility Funds									551,503.24	96,012.13		647,515.37
3700 - Trust Funds												
3710e - Mayor's Christmas											1,029.57	1,029.57
Total 3700 - Trust Funds											1,029.57	1,029.57
Total Fund Balances	21,631.84	3,200.59	149,515.36	54,695.29	48,890.70	5,151,277.31	821,933.92	6,067.95	551,503.24	96,012.13	1,029.57	6,905,757.90
Total Equity	21,631.84	3,200.59	149,515.36	54,695.29	48,890.70	5,151,277.31	821,933.92	6,067.95	551,503.24	96,012.13	1,029.57	6,905,757.90
TOTAL LIABILITIES & EQUITY	21,631.84	3,200.59	149,515.36	54,695.29	48,890.70	5,151,277.31	821,933.92	6,067.95	551,503.24	96,012.13	1,029.57	6,905,757.90

City of Linn Valley

Profit & Loss Budget vs. Actual

January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
A - Taxes				
A1 - Taxes Levied on Property				
4000 - Ad Valorem Tax	553,213.97	571,796.00	-18,582.03	96.75%
4001 - Delinquent Tax	2,321.74	13,234.00	-10,912.26	17.54%
4002 - 16/20m Truck Tax		745.00	-745.00	
4003 - Commercial Vehicle Tax		18.00	-18.00	
4004 - Motor Vehicle Tax	60,604.52	61,375.00	-770.48	98.75%
4005 - Water Craft Tax		2,640.00	-2,640.00	
4006 - Recreational Vehicle Tax	5,045.75	3,432.00	1,613.75	147.02%
4007 - Prior Year Personal Property	234.92			
4008 - Real Estate Redemption	10,642.96	12,000.00	-1,357.04	88.69%
Total A1 - Taxes Levied on Property	632,063.86	665,240.00	-33,176.14	95.01%
A2 - Taxes - Franchise				
4050 - Franchise Tax-Telephone	1,467.23			
4052 - Franchise Tax - Gas				
4053 - Franchise Tax - Electric	15,271.15			
A2 - Taxes - Franchise - Other		28,000.00	-28,000.00	
Total A2 - Taxes - Franchise	16,738.38	28,000.00	-11,261.62	59.78%
A3 - Other City Taxes				
4103 - Special Utility Assessment	935.02			
Total A3 - Other City Taxes	935.02			
Total A - Taxes	649,737.26	693,240.00	-43,502.74	93.73%
B - Licenses & Permits				
4202 - Contractors Registration	5,700.00	5,500.00	200.00	103.64%
4203 - Pet License	1,155.00			
4205 - Building Permits	55,112.50	64,000.00	-8,887.50	86.11%
4208 - Cereal Malt Beverage License	150.00			
4290 - Other License & Permits	1,100.00			
Total B - Licenses & Permits	63,217.50	69,500.00	-6,282.50	90.96%
C - Use of Money & Property				
4300 - Interest	3,810.55	700.00	3,110.55	544.36%
4301 - Cell Tower Rent	6,701.64	6,570.00	131.64	102.0%
Total C - Use of Money & Property	10,512.19	7,270.00	3,242.19	144.6%
D - Intergovernmental				
D1 - State Shared Revenue				
4403 - Miami Co. Interlocal Agreement	15,000.00	15,000.00		100.0%
Total D1 - State Shared Revenue	15,000.00	15,000.00		100.0%
Total D - Intergovernmental	15,000.00	15,000.00		100.0%
F - Miscellaneous Revenue				
4601 - Refunds & Reimbursements				
Insurance Dividends	9,585.87	7,000.00	2,585.87	136.94%
Insurance Proceeds	382.00			
Real Estate Redemption	3,862.28	12,000.00	-8,137.72	32.19%
4601 - Refunds & Reimbursements - Other	13.29			
Total 4601 - Refunds & Reimbursements	13,843.44	19,000.00	-5,156.56	72.86%
4602 - Sale of Property & Merchandise	4,080.00			
4603 - Fines & Fee Revenue	53,368.11	40,000.00	13,368.11	133.42%
4690 - Other Miscellaneous Revenue				
Other Miscellaneous	3,167.04			
4690 - Other Miscellaneous Revenue - Other		4,200.00	-4,200.00	
Total 4690 - Other Miscellaneous Revenue	3,167.04	4,200.00	-1,032.96	75.41%

City of Linn Valley

Profit & Loss Budget vs. Actual

January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Total F · Miscellaneous Revenue	74,458.59	63,200.00	11,258.59	117.81%
G · Other Financing Sources				
4700 · Transfer In	23,777.77			
Total G · Other Financing Sources	23,777.77			
Total Income	836,703.31	848,210.00	-11,506.69	98.64%
Gross Profit	836,703.31	848,210.00	-11,506.69	98.64%
Expense				
Governmental Activities				
100 · General Government				
101 · GENERAL GOVERNMENTAL				
Capital Outlay				
Office Equipment	433.72			
Office Furniture	15,862.47			
Capital Outlay - Other	4,946.00	156,486.00	-151,540.00	3.16%
Total Capital Outlay	21,242.19	156,486.00	-135,243.81	13.57%
Contractual Services				
Contract Labor	5,245.00			
Insurance Expense	55,884.00			
Professional Services	2,523.12			
Contractual Services - Other		60,000.00	-60,000.00	
Total Contractual Services	63,652.12	60,000.00	3,652.12	106.09%
Operations				
Dues & Subscriptions	1,105.64			
Equipment Expense	62.57			
Fees & Penalties	826.91			
Postage & Shipping	207.55			
Printing & Publishing	1,360.00			
Software	19,167.65			
Supplies	4,151.88	25,000.00	-20,848.12	16.61%
Total Operations	26,882.20	25,000.00	1,882.20	107.53%
Payroll Total				
KPERS	147.44			
Medicare	25.12			
Social Security	107.42			
Unemployment - State	14.55			
Payroll Total - Other		137,500.00	-137,500.00	
Total Payroll Total	294.53	137,500.00	-137,205.47	0.21%
Staff Development	60.00			
Utilities				
Telecommunications/Internet	4,661.02			
Total Utilities	4,661.02			
Total 101 · GENERAL GOVERNMENTAL	116,792.06	378,986.00	-262,193.94	30.82%
102 · GENERAL BUILDINGS, CITY HALL				
Contractual Services				
Janitorial	2,800.00			
Maintenance & Repairs	1,252.08			
Rent	21,744.81			
Total Contractual Services	25,796.89			
Operations				
Equipment Expense	327.30			
Printing & Publishing	288.12			
Supplies	985.01			
Total Operations	1,600.43			

City of Linn Valley

Profit & Loss Budget vs. Actual

January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Utilities				
Electric/Gas Expense	6,688.42			
Water/Sewer Expense	456.40			
Total Utilities	7,144.82			
102 · GENERL BUILDINGS, CITY HALL - Other		29,000.00	-29,000.00	
Total 102 · GENERL BUILDINGS, CITY HALL	34,542.14	29,000.00	5,542.14	119.11%
104 · GOVERNING BODY				
Contractual Services				
Equipment Expense	117.97			
Software	540.00			
Total Contractual Services	657.97			
Operations				
Staff Development	1,250.30			
Supplies	600.04			
Total Operations	1,850.34			
Payroll Total	9,080.61			
Total 104 · GOVERNING BODY	11,588.92			
105 · CLERK, FINANCIAL, ADMIN				
Capital Outlay	579.99			
Operations				
Fees & Penalties	7.20			
Postage & Shipping	12.00			
Printing & Publishing	212.50			
Staff Development	426.26			
Supplies	138.77			
Total Operations	796.73			
Payroll Taxes & Benefits				
Unemployment - Federal				
Total Payroll Taxes & Benefits				
Payroll Total	103,858.74			
Total 105 · CLERK, FINANCIAL, ADMIN	105,235.46			
107 · MUNICIPAL COURT				
Contractual Services				
Judge	2,725.00			
Law Enforcement Fees	6,617.00			
Software	731.09			
Contractual Services - Other		4,000.00	-4,000.00	
Total Contractual Services	10,073.09	4,000.00	6,073.09	251.83%
Operations				
Supplies	573.95	16,000.00	-15,426.05	3.59%
Total Operations	573.95	16,000.00	-15,426.05	3.59%
Payroll Total	12,951.64	14,500.00	-1,548.36	89.32%
Utilities				
Telecommunications/Internet	760.79			
Total Utilities	760.79			
Total 107 · MUNICIPAL COURT	24,359.47	34,500.00	-10,140.53	70.61%
108 · LEGAL SERVICES, CITY ATTORNEY				
Payroll Taxes & Benefits		50,000.00	-50,000.00	
Payroll Total	65,589.02			
Total 108 · LEGAL SERVICES, CITY ATTORNEY	65,589.02	50,000.00	15,589.02	131.18%
130 · CODES ENFORCEMENT				
Contractual Services				
Other Services	12,255.00			

City of Linn Valley

Profit & Loss Budget vs. Actual

January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Professional Services	9,410.00			
Contractual Services - Other	8,400.00	10,000.00	-1,600.00	84.0%
Total Contractual Services	30,065.00	10,000.00	20,065.00	300.65%
Operations				
Postage & Shipping	1,107.93			
Printing & Publishing	589.69			
Total Operations	1,697.62			
Payroll Total	93,813.85	124,000.00	-30,186.15	75.66%
Supplies	1,794.70	2,500.00	-705.30	71.79%
Utilities				
Telecommunications/Internet	1,530.95			
Total Utilities	1,530.95			
Vehicle Operations	1,380.84			
Total 130 · CODES ENFORCEMENT	130,282.96	136,500.00	-6,217.04	95.45%
180 · DISCRETIONARY				
Contractual Services	388.18			
Total 180 · DISCRETIONARY	388.18			
Total 100 · General Government	488,778.21	628,986.00	-140,207.79	77.71%
200 · PUBLIC SAFETY				
201 · POLICE DEPARTMENT				
Capital Outlay				
Vehicles & Equipment	16,176.75			
Capital Outlay - Other		21,000.00	-21,000.00	
Total Capital Outlay	16,176.75	21,000.00	-4,823.25	77.03%
Commodities				
Equipment Expense	2,335.00			
Fees & Penalties	466.75			
Printing & Publishing	121.92			
Uniforms	120.00			
Total Commodities	3,043.67			
Contractual Services				
Property Repairs	599.00			
Staff Training	84.17			
Contractual Services - Other		7,000.00	-7,000.00	
Total Contractual Services	683.17	7,000.00	-6,316.83	9.76%
Payroll Total	263,170.48	237,000.00	26,170.48	111.04%
Supplies	1,752.37	11,000.00	-9,247.63	15.93%
Utilities				
Electric/Gas Expense	1,992.32			
Telecommunications/Internet	7,137.13			
Water/Sewer Expense	59.41			
Total Utilities	9,188.86			
Vehicle Operations				
Fuel	10,883.21			
Vehicle Equipment & Supplies	3,635.76			
Vehicle Repair	2,806.61			
Vehicle Operations - Other	50.98			
Total Vehicle Operations	17,376.56			
Total 201 · POLICE DEPARTMENT	311,391.86	276,000.00	35,391.86	112.82%
202 · FIRE DEPARTMENT				
Contractual Services				
Equipment Expense	6,937.11			
Maintenance & Repairs	2,110.94			

City of Linn Valley

Profit & Loss Budget vs. Actual

January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Total Contractual Services	9,048.05			
Payroll Total	14,395.10	19,000.00	-4,604.90	75.76%
Supplies	9,083.13	22,000.00	-12,916.87	41.29%
Utilities				
Electric/Gas Expense	6,306.21			
Water/Sewer Expense	1,267.31			
Total Utilities	7,573.52			
Vehicle Operations				
Fuel	1,500.19			
Vehicle Repair	45.85			
Vehicle Operations - Other				
Total Vehicle Operations	1,546.04			
Total 202 · FIRE DEPARTMENT	41,645.84	41,000.00	645.84	101.58%
Total 200 · PUBLIC SAFETY	353,037.70	317,000.00	36,037.70	111.37%
710 · DEBT SERVICE				
Debt Service - Principal	26,829.16	38,000.00	-11,170.84	70.6%
Total 710 · DEBT SERVICE	26,829.16	38,000.00	-11,170.84	70.6%
Total Governmental Activities	868,645.07	983,986.00	-115,340.93	88.28%
900 · OTHER ACTIVITIES				
910 · Transfers Out				
to Capital Improvement	25,000.00	1,000.00	24,000.00	2,500.0%
to Equipment Reserve	25,000.00	1,000.00	24,000.00	2,500.0%
Total 910 · Transfers Out	50,000.00	2,000.00	48,000.00	2,500.0%
Total 900 · OTHER ACTIVITIES	50,000.00	2,000.00	48,000.00	2,500.0%
Total Expense	918,645.07	985,986.00	-67,340.93	93.17%

RESOLUTION NO. 126

A RESOLUTION OF THE GOVERNING BODY OF LINN VALLEY, KANSAS,
EXEMPTING THE CITY FROM COMPLIANCE WITH GENERALLY ACCEPTED
ACCOUNTING PRINCIPLES.

WHEREAS the City of Linn Valley, Kansas, has determined that the financial statements and financial reports for the year ending December 31, 2024 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Linn Valley; and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended December 31, 2024.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Linn Valley, Kansas, in regular meeting duly assembled this 8th day of January 2024 that the City Council waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Linn Valley for the year ending December 31, 2024.

BE IT FURTHER RESOLVED that the City Council shall cause the financial statements and financial reports of the City of Linn Valley to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

RESOLVED THIS NINETH DAY OF JANUARY 2024.

MAYOR

ATTEST:

CITY CLERK



C&C Group



New Customer Welcome Kit

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Welcome to C&C Group!

WHO WE ARE

From **building automation**, **security**, **fire safety**, to **raised floor applications**, **network solutions**, and **emergency power generation**, C&C Group creates success stories that reduce your operational costs, limit your liabilities, and improve your work environments. While the relentless advance of products and techniques make it difficult for many facility managers to keep pace, C&C Group excels at staying on the cutting edge of emerging technology and practices. Our focus is on what these advanced solutions bring to you, so you can always be assured your facility is operating with the latest technology. We evaluate potential and assess benefits, then engineer applications and assist you in targeting solutions to fit your particular needs.

OUR COMMITMENT TO YOU

Our commitment is to make you successful at your core business by providing cost effective solutions that enhance your facilities value. We pride ourselves on long term partnerships with our customers and believe the only way for us to be successful is for you to be successful, so our team will work diligently to make your facility operate in a safe, secure and efficient manner.

YOUR ROLE

C&C Group provides services that bring buildings to life. But, most importantly, we provide services that allow you time to focus on your core business. As your partner we will focus on making your facility safe, secure and efficient and to do that we will routinely need feedback from your team. Timely and detailed responses can help us quickly identify the problem and subsequently the solution. Any information you can provide around your problem will greatly increase our ability to solve the problem therefore reducing your service call costs.

SERVING YOU

Our team is trained to serve the needs of our customers. Customer service is important to us and we value your opinion. If you have any problems, or questions that arise, our Customer Service team will be ready to help. Below listed is contact information for our service department. Our main telephone number is monitored 24/7, so you can always be assured we are here to help no matter the time or day.

Normal Service Hours **Controls** 7-4, M-F

All Other Services 8-5, M-F

CONTACT US

Kansas City Location Phone Numbers

Main Line – (913) 888-6200

Service Dispatch – (913) 529-6285

servicekc@c-cgroup.com

(Email is monitored during normal business hours - service calls only 8-5, M-F)

www.c-cgroup.com





CUSTOMER INFORMATION REQUEST FORM

C&C Group has recently been requested to provide material/services for your organization. In order for us to accurately service your facility we ask that you please fill out the below and return to the listed individual. We look forward to working with you and thank you for trusting C&C Group with your intelligent building system needs.

Please complete this form and return via one of the following methods at your earliest convenience:

Attn: _____

Fax: _____

Email: _____

Corporate Name: _____ **Phone Number:** _____

DBA: _____ **Fax Number:** _____

Billing Address: _____

City: _____ **State:** _____ **Zip:** _____

*Taxable? Yes No **If not taxable, please attach a completed resale or sales/use tax exemption certificate.*

Federal ID Number: _____

*Are purchase orders required? Yes No **Please specify your purchase order requirements:**

Please list any special billing instructions:

If you are able to accept electronic invoice copies vs. US Mail, please provide the contact person and email address to receive invoices:

Accounts Payable contact: _____

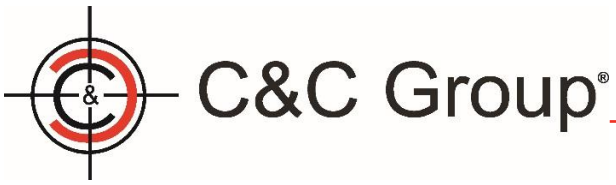
Accounts Payable Phone: _____ **Ext.** _____

Accounts Payable Email: _____

This form was completed by: _____ **Date:** _____

***Please note:** If you choose to pay with a credit card a 3% convenience fee will be added to your invoice total

For your accounting records, our W-9 is included with this document.



PAYMENT INFORMATION:

Remit by EFT/ACH (Preferred Method):

Financial Institution Information

UMB Bank
928 Grand Blvd
Kansas City, Missouri 64106

Routing Number: 101000695

Account Number: 9872007506

CTX Format or email payment remittance to: AR@C-CGroup.com

Remittance Contact: Becky Boone, 913-529-6288

Remit Checks by Lockbox to:

C&C Group
PO Box 871749
Kansas City, Missouri 64187-1749

Chad Cillessen

Chad Cillessen VP, CIO

CONTACTING C&C GROUP SUPPORT



Contact the service dispatch office at **913-529-6285** for all service requests

If after normal business hours, call the dispatch line and follow the automated prompts to reach our after-hours answering service.



If between 8-5, M-F you can email your request to servicekc@c-cgroup.com, however a phone call to dispatch is always best.

**Email is not monitored after normal business hours.*



If this is a warranty request and C&C Group was contracted direct with your company, call dispatch or email dispatch as detailed above.

If this is a warranty request and C&C Group was not contracted direct with your company, we were a subcontractor for your project. Please determine the contractor C&C Group was subcontracted to and contact them with your warranty repair request.

In order for us to serve you better, please contact our dispatch office for all service requests. Attempting to place service requests with a technician or with your sales rep direct will only delay the process.

Voiding the Warranty

During the warranty period C&C Group is the only authorized organization that service/maintain the installed equipment

Prior to performing maintenance please consult our service team.

Self-performing programming changes that may conflict or alter original contract documents may void the warranty



Service Call Requests During Normal Business Hours *(After Hours Emergency Service Number 913.888.6200)*

Steve Hollingsworth/Steve Walker
Service Dispatcher
913-529-6285
servicekc@c-cgroup.com

Dispatch should be called for all service, warranty calls, and scheduling preventative maintenance inspections

Stacie Wright-Davies | Account Executive
Office: 913-529-6226 | Cell: 913-530-7391
swright@c-cgroup.com

Angela Woody | Account Executive
Office: 913-529-6291 | Cell: 913-991-3045
abryan@c-cgroup.com

Darrell Clark | Account Executive
Office: 913-529-6243 | Cell: 913. 820-7627
darrell.clark@c-cgroup.com

Tom Goetz | Account Executive
Office: 913-529-6235 | Cell: 913-424-5160
tgoetz@c-cgroup.com

Service Account Executives will handle the ongoing maintenance agreement and any questions or modifications to the agreement.

Doug Straub
VP Service
913-529-6264 Direct Line
dstraub@c-cgroup.com

Service manager will handle all questions regarding: personnel, procedures, issues regarding the contract scope, questions regarding service invoices, or if you are unable to reach any of the above individuals.



NEW CUSTOMER SITE INFORMATION SHEET

SITE INFORMATION:

Site Name _____

Address _____

City _____ State _____ Zip Code _____

Site Contact Name _____

Site Contact Phone Number _____

Site Contact Email Address _____

Site Normal Business Hours _____

Any information we should know about after hours calls that may differ from normal hours:

SECURITY INFORMATION:

Badges/Keys: _____

Passwords: _____

Security Clearance Policies: _____

Non-Disclosure: _____

Other: _____

SAFETY INFORMATION:

Your Safety Standards / Requirements:

SPECIAL INSTRUCTIONS:

For Office Use Only

Please forward a copy of this form to your office's General/Service Manager as well as HQ service coordinator for entry

Vista Customer Number _____

Vista Customer Name _____

INFORMATION ABOUT MY SYSTEM SOFTWARE
(To be completed by C&C Group Account Manager)
SOFTWARE MANUFACTURER, VERSIONS, AND REVISIONS AS OF (DATE)::

Controls: _____

Security: _____

Fire: _____

IP Phones: _____

Generators: _____

NETWORK SERVICES EQUIPMENT:

Bridges: _____

Switches: _____

Routers: _____

AV: _____

Misc: _____

Misc Applications: _____

CURRENT ANNUAL FEES FOR MANUFACTURES SUBSCRIPTION / SOFTWARE MAINTENANCE:

Controls	Yes	No	Expires: _____
Security	Yes	No	Expires: _____
Fire	Yes	No	Expires: _____
IP Phones	Yes	No	Expires: _____
Generators	Yes	No	Expires: _____

RECURRING EXPENSE FOR 24X7 MONITORING OR CLOUD BASED SERVICES:

Controls	Yes	No	Expires: _____
Security	Yes	No	Expires: _____
Fire	Yes	No	Expires: _____
IP Phones	Yes	No	Expires: _____
Generators	Yes	No	Expires: _____



C&C Group[®]

**CITY OF LINN VALLEY, KANSAS
BLUE STAR MOBILE GEN**

12/18/2023

Service Support Agreement SSA
2024 Generator Services

10012 Darnell St
Lenexa, Kansas 66215
Phone: 913.888.6200
Fax: 913.888.0544
www.c-cgroup.com

- Building Automation
- Security Solutions
- Fire Safety
- Network Services
- Access Floor
- Power Systems
- Energy Solutions

Table of Contents

- C&C Group Vision & Mission
- Benefits for SSA Customers
- Standby Generators - Service Support Agreement (SSA)
- Description of Services Selected
- Scope of Services
- Special Provisions
- Terms and Conditions
- Standby Generators Group - Service Labor Rates Sheet

Optional Sections

- Appendix A – Equipment Covered
- Appendix B – Preventive Maintenance Checklist
- Appendix C – Revisions to Original Contract

C&C Group - Vision & Mission

Vision - Our goal is to free your time so that you can focus on your core business. We target your success.

Mission Statement – We promise to work hard so that our customers will...

- Be Comfortable
- Be Safe
- Be Secure
- Be Happy
- and Be Successful

History and Services – Since 1974, C&C Group is a proven leader in the building services industry. Through our history and growth, C&C Group has emerged from a manufactures representative and computer room equipment specialty provider to the total facilities system integrator we are today. We specialize in both stand alone and fully integrated systems focusing on Temperature Controls/Building Automation, Security Solutions, Fire and Life Safety Systems, Network Services, Access Flooring Systems, Standby Generators, and NEBB Test and Balance.

Experience – Almost 40 plus years of consulting, contracting, service, and facility support puts C&C Group in a unique position to share our experiences with our customer. This experience translates into solutions targeted at your success.

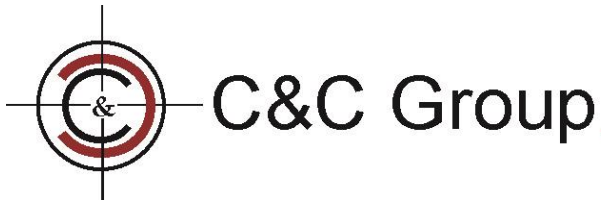
Technical Competence – We provide a professional, highly skilled and factory trained workforce. Our field service personnel are backed by the best professional engineers, project managers, and support staff in the industry.

Locations – C&C Group's strategic locations put us in easy reach of our customers. C&C Group has locations in Kansas City, St Louis, Wichita, Springfield, and Jefferson City from which to serve you, and few limitations on where we can go from there. Whether you have local, regional, national, or global needs, we can be there.

Flexibility – C&C Group prides itself on providing custom tailored system solutions and service packages to fit your business needs. This helps us work together with you in providing the specific services you and your systems require, thus maximizing your service dollar.

Reliability – Trust in using a leader in total building solutions. C&C Group's long term reputation for providing excellent customer service on professionally installed systems is the very reason for our longevity and success. Please allow us to be a part of your success.

Customer Service – We take pride in focusing on excellent customer service with training programs. We create a culture in which our employees are encouraged and rewarded for providing excellent customer service to every one, every day, every time.



Benefits for SSA Customers

Special Service Rates - Service Support Agreement (SSA) customers receive a preferred discounted labor rate based on our current labor rates.

Priority Service – Every effort is made to respond to all calls in the most efficient and timely manner, however, SSA customers will receive priority over non SSA customers for emergency calls.

Agreement Flexibility – Every Service Support Agreement (SSA) is customized to meet your needs. After listening to what your requirements are, we incorporate them into this agreement. Whether it's full maintenance, preventative maintenance, test and inspect, cleaning, training, monitoring, or other services, we will always provide you the opportunity to purchase only the items you need and not load your agreement with unnecessary services.

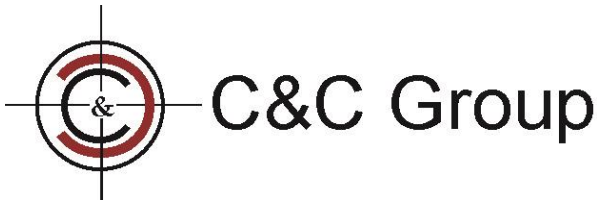
Specific System Benefits – Listed under the heading of "Description of Service" is a description of additional benefits you will receive specific to the services you've selected or requested.

Scheduling Flexibility – We will always schedule our maintenance services at your convenience per this agreement. We will contact you in advance to let you know when we will be there. If you require a specific day and time for your selected services, we will do everything possible to accommodate your request.

Green Follow Up – After each completed inspection or service call, you will receive a copy of your work order along with inspection forms by email. In appreciation of your business, this email will let you know that we have completed the service, graciously thank you for your business, and ask for your input on how satisfied you are with our service. Please provide us feedback and help us protect our environment by only printing these emails when absolutely necessary.

Deficiency Reporting – Any deficiencies discovered during a preventative maintenance call will be noted on the inspection forms, you will be contacted to discuss the priority level of the deficiencies, and receive a detailed proposal from our office to cover the repairs.

Investment Protection – Systems that are well maintained, cleaned, tested, and kept in functional order will last longer and provide the desired system benefits longer than systems that are neglected and go without required maintenance. Whether it's an emergency generator during power outages, a fire system for life safety, a security system for asset protection, a controls system for comfort and energy savings, all these systems and others provide a lower total overall cost of ownership and longevity when properly maintained.



C&C Group

Generator - Service Support Agreement (SSA)

This agreement is made by and between City of Linn Valley ("Customer") and C&C Group ("Contractor") and is effective as of 01/01/2024 to 12/31/2027. (3 year agreement).

Site Location(s):

City of Linn Valley
22412 E 2400 Rd
Linn Valley, KS 66040

The Contractor will provide checked services:

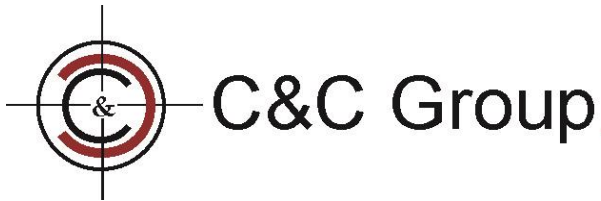
- | | |
|---|---|
| G01 <input checked="" type="checkbox"/> Full Annual Service | G09 <input type="checkbox"/> Generator Monitoring |
| G02 <input checked="" type="checkbox"/> Semi Annual Service | G10 <input type="checkbox"/> Block of Hours |
| G03 <input type="checkbox"/> Quarterly Service | G11 <input type="checkbox"/> Parts Allowance |
| G04 <input type="checkbox"/> Monthly Service | |
| G05 <input type="checkbox"/> Transfer Switch Inspection | G13 <input type="checkbox"/> Fluid Analysis Oil |
| G06 <input type="checkbox"/> Building Load Test | G14 <input type="checkbox"/> Fluid Analysis Coolant |
| G07 <input checked="" type="checkbox"/> Load Bank Test 2 Hour | G15 <input checked="" type="checkbox"/> Fluid Analysis Fuel |
| G08 <input type="checkbox"/> Load Bank Test 4 Hour | G16 <input checked="" type="checkbox"/> Fuel Treatment |
| | G17 <input type="checkbox"/> Thermal Imaging |

G12 Custom Feature:

Custom Feature: *Inspection of entire trailer, cables, cable connections included.*

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)..... \$2655.00

Billing Schedule: Quarterly Semi-Annual Annual Other



Generator- Service Support Agreement (SSA)

Scope of Selected Services:

Mobile Generator:

Make: Blue Star Power Systems

Model: JD100-01

Serial: 102276-1-1

KW: 100

CUSTOMER

City of Linn Valley
22412 E 2400 Road
Linn Valley, KS 66040

By: _____

Printed Name: _____

Date: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

Customer PO #: _____

CONTRACTOR

C&C Group
10012 Darnell Street
Lenexa, Kansas 66215
EEO/AA

By: _____

Printed Name: *Rick Adams*

Date: _____

Title: Power Systems Manager

Phone #: 913-529-6286

Fax #: 913-888-0544

Email: radams@c-cgroup.com

Description of Services Selected

G01, G02 – General Service = Full Annual, Semi-Annual

C&C Group's inspections are the most complete in the industry, providing you with the most comprehensive generator test, inspect, and maintenance in the industry. We don't just drive by and look at your generator. We actually perform maintenance, and to prove it, just review our Preventative Maintenance Checklist in Appendix B. We will provide you a filled out copy of this checklist with values rather than just checkmarks, proving a thorough test and checkout of your generator.

A. Engine-Fuel System

- Main fuel supply level
- Solenoid valve operation
- Water in the system
- Flexible hose connectors
- Tank vents
- Overflow piping unobstructed
- All piping conditions
- Leaks

B. Lubrication System

- Oil level
- Oil Heater if applicable
- Crankcase Breather
- Leaks

C. Cooling System

- Fluid Level
- Antifreeze condition and protection level
- Radiator air flow
- Radiator exterior free from debris
- Drive belts
- Water pumps
- Flex hoses and connections
- Engine Coolant heater
- Duct work and louvers
- Louver motor controls if applicable
- Leaks

D. Exhaust System

- Leakage
- Drain condensate trap
- Insulation and fire hazards
- Exhaust hangars and supports

E. Battery / Charging System

- Electrolyte levels
- Terminals clean and tight
- Remove Corrosion
- Install anti corrosion rings
- Battery charger and charge rate
- Test CCA Rating

F. Electrical System

- Tighten control wires
- Check Wire chafing
- Safeties and alarms
- Boxes, panels, and cabinets
- Circuit Breakers and fuses

G. Ignition system

- Ignition system- plugs, plug wires, points, coil, cap, rotor

H. Generator

- Brush length, appearance
- Commutator slip rings
- Main rotor and stator
- Bearings
- Exciter rotor and stator (PMG)
- Voltage regulator
- Unusual conditions, noises, vibrations, temperatures, And deteriorations
- Enclosure or service room clean

(Note that not all items are applicable to all equipment)

*The scheduled service and inspection program does not include emergency service calls.

G01. Full Annual Service

In addition to the services listed above as our General Service, the annual service covers required/recommended services to keep your generator running its best, such as “an oil change, oil filter, fuel filter and water filter replacement that we recommend annually or every 50 hours. Our technicians will record any conditions that may affect the operation of the unit. The maintenance inspection and testing are completed only with customer consent. An optional building load test (G24) may be performed, with customer consent, to insure all functions of the generator and optional automatic transfer switch check (G23) are fully operational.

A. Oil and Filter Change

- Remove the existing engine oil and recharge engine with new manufacturer approved oil.
- Remove and replace oil filters, fuel filters, and water filters (if applicable)
- Record contaminated oil condition.
- Disposal of contaminated oil and filters in environmentally safe and legal manner.
- Engine air cleaner inspection – new filter cost included as a part of the cost of the agreement

G07 Load Bank Testing

C&C Group will connect a portable resistive load bank to the generator and apply varying amounts of load to determine if your generator is capable of performing as designed. Load Bank testing is also beneficial to the engine in preventing wet stacking conditions that can be detrimental to internal parts of the engine. A commonly performed test that checks the current capability of your generator as well as extending your generators engine life.

2 Hour Duration (Based on NFPA Requirements) Includes:

- Visual Inspection
- Start and run generator
- Connect resistive load bank to generator for testing
- Record Data for report
 - KW
 - Load steps / Percent Load applied
 - Voltage / Amps / Hz
 - Temperatures
 - Oil pressure
 - Run time and time stamp

G12. Custom Feature

A C&C Group and C&C Group customer favorite. Custom features are services that are custom designed to meet your specific service requirements. We pride ourselves in providing a pallet of commonly selected services for you to choose from, in addition to having the flexibility to custom define and provide services that meet your specific needs. We're here to help you get the most from your backup power system devices and investment. Details of any custom features or services added to this agreement are detailed in the Service Support Agreement (SSA) section of this document.

G13, G14 and G15. Fluid Analysis

C&C Group will gather fluid samples from your unit and will send these samples to be analyzed by a third party lab for determining the conditions of the fluid, and the internal engine components for wear. Fluid analysis may help in preventing high repair cost in the future, by assisting us in analyzing a failing component.

Fluids Analyzed:

- Engine Lube Oil
- Engine Antifreeze
- Diesel Fuel

G16. Fuel Treatment

C&C Group will treat fuel annually to help prevent the negative effects of water, bacterial, and fungal growth in the fuel. These items all threaten the performance and longevity of your generator.

SPECIAL PROVISIONS:

*Nothing at this time.

Terms and Conditions

The Customer shall provide reasonable means of access to the equipment being maintained. Normal operation such as starting, stopping, and resetting of the listed equipment is not included, however, Contractor will be permitted to start and stop all primary equipment to the operation of the system.

The parties agree that the equipment, once installed, is in exclusive possession and control of the Customer, and it is the Customers sole responsibility to test the operation of the system and to notify the contractor if equipment is in need of repair.

Contractor does not warrant or represent that the system equipment will prevent any loss, damage, or injury to person or property, by reason of burglary, theft, hold up, fire, smoke, equipment failure or otherwise, or that the equipment will in all cases provide the protection or function for which it was installed or intended. Customer acknowledges that contractor is not an insurer, and that Customer assumes all risk for loss or damage to Customer's premises or its contents. Contractor has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use.

For Customers selecting the Full Maintenance Option, Customer's exclusive remedy for contractor's default hereunder is to require contractor to repair or replace, at contractor's option, any system equipment or part of the system equipment which is non-operational. Obsolete and therefore unavailable equipment will automatically be removed from this agreement. Alternatives will be quoted at Customers request for system replacement or upgrade. Contractor and Customer assume the non-occurrence of the following contingencies, which, without limitation, might render the performance of contractor impractical; strikes, fire, flood, war, acts of nature, governmental rulings, or non-delivery by suppliers, and all other contingencies beyond this reasonable control of contractor.

All repairs, replacement or alteration to the system equipment made by reason of alteration to Customer's premises, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. No apparatus or device shall be attached to or connected to the system equipment as originally installed without contractor's written consent. In the event the system is altered, modified, changed or moved, C&C Group, reserves the right to terminate or re-negotiate the agreement based on the condition of the system after the changes have been made.

Contractor, shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, electrolytic action, floods, lightning, freeze-up, strikes, lock-outs, differences with other trades, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor materials or malicious mischief.

Customer agrees and shall indemnify and hold harmless the contractors, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by contractor's performance, negligent performance or failure to perform its obligations. Parties agree that there is no third party beneficiary of this contract. In no event shall C&C Group, be liable for business interruption losses or consequential or speculative damages.

Contractor, reserves the right to discontinue this maintenance testing service agreement at any time, without notice, unless all payments under this contract shall have been made as agreed. Either party may terminate this agreement with 30 days written notice. Customer will pay in full all payments due for services already performed prior to termination.

The parties agree that the contractor is not an insurer and no insurance coverage is offered herein. Customer's payments to contractor are for service of the system equipment designed to reduce certain risk or loss, though contractor does not guarantee that no loss will occur. Contractor is not assuming liability, and therefore shall not be liable to Customer for any losses or damages sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, or any cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed by the contractor's negligent performance or failure to perform any obligation.

It is further understood that the equipment covered under this agreement is in maintainable condition and eligible for the proposed services. If at the time of start-up or on the first inspection, repairs are found necessary, such repairs charges will be submitted for the owner's approval. If these charges are declined, those items will be eliminated from the agreement and the price of the agreement will be adjusted in accordance with equipment covered.

If Customer, directly or indirectly, contracts with or hires any Contractors employee engaged in providing services to Customer under this agreement or any other agreement, written or oral, Contractor will be entitled to compensation and have the option of negotiating a change in contract terms. Compensation will be at a minimum the equivalent of 30% of the employees' annual salary as a finder's fee. This clause is applicable for a period of up to ninety (90) days from the last date of services rendered by a Contractor's employee to Customer.



POWER SYSTEMS - Service Rates

The following Service Rates will be in effect from February 1, 2023 thru January 31, 2024

DESCRIPTION	SERVICE CONTRACT CUSTOMER	NON-SERVICE CONTRACT CUSTOMER
Technician	\$132.00/hour	\$152.00/hour
Project Manager	\$152.00/hour	\$182.00/hour
Per Trip – Metro KC	\$50.00	\$50.00
Outside Metro KC	\$.75 per mile	\$.75 per mile

- * After hours and Weekends will be invoiced at 1.5 times the above labor rates
- * Federal Holidays at 2.0 times the above labor rates
- * Terms – Net 30