

**This is a business meeting of the governing body for the City of Herington. There is no implied or expressed right for persons outside the governing body to speak or voice their opinion unless specifically recognized by the chair.**

**Regular Meeting  
November 15, 2022  
6:00 p.m.**

1. Pledge of Allegiance

2. Call to Order

3. Public Forum

4. Additional Agenda Items

5. Approval of Agenda

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

6. Consent Agenda

a. Regular City Commission Meeting Minutes November 1, 2022

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

7. Discuss and Action on Waiving Permit Fee for Childcare Expansion for USD 487

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

8. Discussion and Action on CDBG Grant for sponsorship of Child Care Expansion with Discovery Childcare and Learning Center

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

9. Discuss and Action on Wastewater Treatment Plant Phase 2 Engineering Services with SMH Consultants for \$176,000

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

10. Discuss and Action on Blue Cross Blue Shield Health Care Renewal

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

11. Discuss and Action on Contract for Water Treatment Plant Ozone Maintenance Program for one year at \$14,322.00 with Pureflow

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

12. Discuss and Action on Cooperation and Fisheries Contract with KDWP for five years to end December 31, 2028, with an annual payment of \$11,200 to the City of Herington

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

13. Executive Session – I move that the Herington City Commission recess into Executive Session, pursuant to the: Consultation with an attorney on matters that would be deemed privileged in the attorney-client relationship exception, K.S.A. 75-4319(b)(2) to discuss airport contract to include the following:

- Governing Body
- City Manager

With the open meeting to resume in the City Commission Chamber at \_\_\_\_\_ pm.

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

14. City Manager Comments

15. City Commission Comments

16. Adjourn

Motion \_\_\_\_\_ Seconded \_\_\_\_\_ Action \_\_\_\_\_  
Commissioner Castleberry, Commissioner Bell, Commissioner Urbanek,  
Commissioner Donahue, Mayor Gares

**To join the City Commission meetings from your computer, tablet, or smartphone, go to:**

**<https://www.youtube.com/channel/UBbvSBw614w85XQHSX0S1BXg>**

**Public Forum Comments can be dropped in the deposit box or email to**

**[cityoffice@cityofherington.com](mailto:cityoffice@cityofherington.com)**

**Regular Meeting  
November 1, 2022  
6:00 p.m.**

The Herington City Commission met on the above date and time in the city commission chambers at city hall. In attendance were Mayor Eric Gares, Commissioner Vance Donahue, Commissioner Debi Urbanek, Commissioner Robbin Bell, Commissioner Ben Castleberry, City Manager Branden Dross, City Attorney Brad Jantz, City Clerk Megan Lawrenz, Deputy Clerk Chanda Wilson, Larry Mann, Gabriele Simmons, Paul Ryan, Carl Urbanek, Cynthia Naylor and Kat Souza.

The meeting opened with the pledge of allegiance.

Mayor Gares called the meeting to order.

Public Forum – Dan McDonald – N D St – Coca Cola Mural Recognition. Kat Souza - 1111 N D – Herington Housing Authority Recent Events.

Additional Agenda Items – None.

Approval of Agenda – Commissioner Bell made a motion to approve the agenda, seconded by Commissioner Donahue. Motion carried 5-0.

Consent Agenda – Regular City Commission Meeting Minutes October 18, 2022. Commissioner Donahue made a motion to approve the consent agenda, seconded by Commissioner Castleberry. Motion carried 5-0.

Police Update – Officer Allen is still at academy, excelling academically. In possession of Ford Explorer. Need to replace radio, as it was password protected. Using handheld in the car currently. Unit 4 had the new engine installed, for zero cost to the city. There were 288 calls for service, with 66 traffic stops, 2 felony arrests and one misdemeanor arrest.

Fire Update – Mayor Gares asked that firepit reminders be posted to Facebook. HRU may be designated as a drop point with the FAA for filling, for fire service. Our runway is 500ft too short, working with the FAA to get limited use. The dozer was discussed for the Woodbine fire; however, we do not have trailer capabilities for it. Also looking for a truck that can pull the dozer. There were 21 calls for service, including 11 medical assists/assist EMS, 1 accident with injury, 3 motor vehicle accidents with injuries, 1 carbon monoxide incident, 1 unauthorized burning, 2 other type of incident and 2 grass fires. Training topics were car fire training and an extrication class in Salina. Job posted for full-time position, and there is an interview scheduled for tomorrow. Dept/Equipment update – New SCBA compressor delivered and is operational. Received the rest of the equipment from the KSFFS Grant. Gear has been ordered for the OKSFM grant funds. It is still really dry out, please use caution. And congratulated the Herington Police Department for a job well done by two officers on a serious MVA.

Neighborhood Services Update – There were roughly 6 complaints and 45 inspections since the October 4<sup>th</sup> Commission Meeting. There were 12 grass inspections, with 5 violations notices, 5 cut orders and 8 yards mowed by the city. There were 2 violations for no electrical service and water, posted both structures no occupancy. There were 5 building inspections, 7 electrical permits with 10 inspections, no mechanical permits, or inspections, 4 plumbing permits with 2 inspections and no fence permits. There were 4 residential electrical inspections to turn on utilities. James is currently working on new permitting forms to be more efficient with less paper.

Mud Run Discussion with Robert Hood – Robert Hood is the Chief Officer and wants to make some things right with the City. Insurance policy has been paid, and they are making payments on the water. The first payment was \$100. Robert asked that the extra costs that were added to due to the previous Ram Clubs leaders lack of response be forgiven. There was discussion that the city should ask for an event bond in the future if this event were to happen again. Commissioners will consider forgiving the money in the future after

the water bill is paid in full.

Discussion on CDBG Projects – At the league meeting, Branden spoke with Ransom Financial about CDBG grants. Because of phase 2 of the wastewater treatment plant, and the firehouse plans, we need to decide if we want to continue looking at the grant for childcare because we could lose points on the wastewater treatment plant application. The city can only have two CDBG grants going at the same time. Branden anticipates the comp plan will be finished in January 2023. Gabi Simmons the director of Discovery Child Care said that the Grant is due 2/1/2023, there is no cost to apply. The Daycare will provide the matching funds, KDHE has approved the floor plan, they have an architect in place and a grant writer. Rosemary Saunders – Loan Dept at Ransom Financial, Crystal Hinton- financial department of Ransom Financial were on the phone to answer questions. CDBG Applications are 100-point total – broken down in various categories; need, readiness, what the city has done even though they are not a direct applicant, matching funds, how have we been proactive? Additional 10 points is awarded possibly if we haven't utilized a CDBG grant recently. No financial downside for the city. City would have to administer the funds as a pass through. Commissioners requested an agenda item for discussion and action at the next city commission meeting.

### **ORDINANCE NO. 1878**

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF HERINGTON, KANSAS, TO SPECIFICALLY AMEND AND REPLACE, IN ITS ENTIRETY, CHAPTER 7, ARTICLE II, SECTION 7-204 SUPPLEMENTING WATER SYSTEM CONNECTIONS IN ARTICLE II OF CHAPTER 7 TO WATER SUPPLY CONTROL AND SHUT OFF VALVES REQUIREMENTS PURSUANT TO THE CODE OF THE CITY OF HERINGTON, KANSAS WITHIN THE CITY OF HERINGTON, KANSAS CHAPTER 7, ARTICLE II AND REPEALING ANY OTHER CURRENT ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT HERewith**

Commissioner Bell made a motion to approve Ordinance 1878 and authorize the mayor's signature, seconded by Commissioner Urbanek. Motion carried 4-1, with Commissioner Donahue casting the dissenting vote.

Water Treatment Plant Driveway – Commissioner Bell made a motion to approve the contract to complete 1800 Sq Ft of 8" Concrete Driveway Replacement at the Water Treatment Plant with PP & J Construction not to exceed \$19,000, and authorize the city managers signature, seconded by Commissioner Donahue. Motion carried 5-0.

Common Consumption Areas for CMB Allowance – Discussion was had on where to allow common consumption areas, so that they can allow staff to sign off on CMB applications. Some areas the commissioners would like to be set as common consumption areas are the airport, Main Street, Community Building, Fair Grounds, City Parks, Lakes, Tripp Field. Staff will work to prepare the necessary documents.

Executive Session – Mayor Gares made a motion that the Herington City Commission recess into Executive Session, pursuant to the: Preliminary discussions relating to the acquisition of real property exception, K.S.A. 75-4319(b)(6) to discuss real estate acquisition, to include the following, the governing body, city manager, city attorney and city clerk with the open meeting to resume at 7:46pm, seconded by Commissioner Bell. Motion carried 5-0. The regular meeting resumed with no action taken.

Executive Session – Mayor Gares made a motion that the Herington City Commission recess into Executive Session, pursuant to the: Personnel matters of non-elected personnel exception, K.S.A. 75-4319(b)(1) to discuss the City Manager to include the following, the governing body, city manager and option to call the city attorney if needed, with the open meeting to resume at 7:51, seconded by Commissioner Bell. Motion carried 5-0. The regular meeting resumed with no action taken.

City Manager Comments – Woodbine water contract signed this week, effective 1/1 there will be a 3.6 % increase, there will be discussion at year 3 and 5. Grant app turned in this week for the housing tax credit application. Accepted award for USDOT grant in Osawatomie. Procurement policy drafted, Megan to review

first before passing on to the commissions. Next Tuesday GO VOTE.

City Commission Comments –

Commissioner Bell – Got a report that a child fell in a hole at Tripp field staff will investigate it. Commissioner Bell has an idea for Safe walk to school, taking C street from county and working with school district, county would give us the land if we have a plan to use it.

Commissioner Castleberry – Wondered how much of C street. Be proactive, not reactive.

Commissioner Urbanek - Nothing.

Commissioner Donahue – Push forward on the Comp plan, would like to see it finished before his term expires.

Mayor Gares – VFW soup supper 11/11 at VFW. Complaints about vendor fees and permitting fees, thinks there may need to be an amendment.

Adjourn – Commissioner Donahue made a motion to adjourn, seconded by Commissioner Castleberry. Motion carried 5-0.

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Megan Lawrenz, City Clerk

DRAFT

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Herington, Kansas, a municipal corporation (hereinafter “City”), and SMH Consultants, a Professional Corporation, (hereinafter “Consultant”).

WHEREAS, the City desires to obtain professional engineering services, in connection with Wastewater Treatment Plant Improvements (hereinafter “Project”); and,

WHEREAS, Consultant is a professional corporation, with local offices located at 2017 Vanesta Place, Suite 110, Manhattan, Kansas, 66503, licensed to provide professional engineering services in the state of Kansas; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional engineering services in connection with the Project as described in this Agreement; and,

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

### 1. Design Phase Services:

- A. The term “Services” when used in this Agreement shall mean any and all professional engineering services provided by Consultant in accordance with this Agreement. The Consultant may employ subconsultants as Consultant deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The Consultant shall not be required to employ any subconsultants which are unacceptable to the Consultant. The Consultant will perform or furnish the necessary professional engineering and related services to enable the City to receive comparative bids and award a construction contract for the Project as stipulated herein. The Project shall include the design of the improvements described in the Preliminary Engineering Report prepared by the Consultant for the City entitled “Wastewater Treatment Facility”, dated June 8, 2022. In part, the improvements will include replacement of the influent screw pumps, the addition of a new mechanical bar screen, aeration system and aeration basin improvements, liquid sludge aerobic

digester improvements, and the replacement of the standby generator.

- B. City agrees to retain Consultant and Consultant agrees to perform and complete the following Services for the Project:
1. Conduct any necessary field surveys, treatment plant investigations, and data collection/acquisition to perform design analyses and prepare design and construction plans and specifications for the Project. These survey services do not include legal surveys or any additional items required for property and/or any easement acquisitions.
  2. Prepare preliminary construction plans and specifications for the Project in accordance with current Local, State and Federal agency guidelines.
  3. Review preliminary plans with representatives of the City and State.
  4. Perform final design and prepare construction plans for the Project in accordance with the approved preliminary plans.
  5. Prepare final specifications as needed for construction of the Project in accordance with the final plans.
  6. Prepare the Contract Documents for the Project, including final construction drawings, technical specifications, bidding documents, and construction documents.
  7. Provide technical criteria, written descriptions and design data for the City's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist the City in consultations with appropriate authorities.
  8. Advise the City of any adjustments to the latest opinion of Total Project Costs caused by change in general scope, extent or character or design requirements of the Project. Furnish to the City a revised opinion of probable Total Project Costs based on the final Contract Documents.
  9. Furnish two copies of the Contract Documents and present and review them with the City. Following review with the City, the Contract Documents shall be submitted to the Kansas Department of Health & Environment (KDHE) for review and approval.
  10. Upon receipt of review comments from KDHE and the City, Consultant shall

incorporate the comments into the final Contract Documents.

2. Consultant shall provide Services under this Agreement only upon written request of the City, and only to the extent defined and required by the City. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the City. If the City gives prior written consent for Supplemental Services, the City shall compensate Consultant with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the City's prior written consent shall be at Consultant's own risk, cost, and expense, and Consultant shall not make a claim for compensation from the City for such work.
3. Standard of Care
  - A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professional engineer under similar circumstances. At the City's request, Consultant shall re-perform the Services which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill and diligence in providing all Services, Consultant shall be responsible to the City for any resulting loss or damages.
  - B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
  - C. Consultant shall comply with, and make an effort to cause any sub-consultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.
  - D. Neither Consultant nor Consultant's agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.



4. Compensation & Audit by City

- A. As consideration for providing the Design Phase Services as outlined above, the City shall pay Consultant the lump sum fee of \$One Hundred, Seventy-Six Thousand Dollars and no cents (\$176,000.00). Payment shall be total compensation for labor, overhead, expenses, and anticipated profit.
- B. Payments shall be requested monthly, based on progress determined by the Consultant. The invoice shall indicate the percentage of the Project completed. City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.
- C. At the City's request, Consultant shall permit the City, or any authorized representative of the City, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

5. Schedule & Delay

- A. Unless otherwise directed by the City, Consultant shall commence performance of the Services upon execution of this Agreement. Consultant shall complete the Services identified above on or before August 31, 2023.
- B. Neither the City nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.
- C. If Consultant's performance is delayed due to delays caused by the City, Consultant

shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

\_\_\_\_\_  
Todd J. Anderson  
SMH Consultants

CITY OF HERINGTON:

ATTEST:

\_\_\_\_\_  
DRAFT

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

### Herrington City Employees

Type Contract	Elite SG CH Current	Elite SG CH Renewal	Platinum SG CH Option 1	Classic SG CH 1 Option A	Classic SG CH 2 Option 2 - Quad 1 Option B	Classic SG CH 3 Option C	SimpleSilver HDHP Option D
Deductible In Network	\$0	\$0	\$0	\$500/\$1,000	\$1,000/\$2,000	\$2,000/\$4,000	\$4,500/\$9,000
Coinsurance % and Max (Ded.+Coins+Copays) - In Network	50/50 to MOOP	50/50 to MOOP	80/20 to MOOP	80/20 to MOOP	70/30 to MOOP	70/30 to MOOP	0
Office Visits	\$1,150/\$2,300	\$1,150/\$2,300	\$3,000/\$6,000	\$1,500/\$3,000	\$6,000/\$12,000	\$6,000/\$12,000	\$4,500/\$9,000
Emergency Room	subject to coins.	subject to coins.	\$25 / \$50	\$25 / \$50	\$25 / \$50	\$25 / \$50	subject to ded.
Outpt Lab & Radiology	subject to coins.	subject to coins.	subject to coins.	subject to ded. & coins. \$300 paid at 100% then sub to ded. & coins.	subject to ded. & coins. \$300 paid at 100% then sub to ded. & coins.	subject to ded. & coins. \$300 paid at 100% then sub to ded. & coins.	subject to ded.
Preventive Care Services	100% of allowed chg. In network	100% of allowed chg. In network	100% of allowed chg. In network	100% of allowed chg. In network	100% of allowed chg. In network	100% of allowed chg. In network	100% of allowed chg. In network
Accidental Injuries	subject to coins.	subject to coins.	subject to coins.	subject to ded. & coins.	subject to ded. & coins.	subject to ded. & coins.	subject to ded.
RX - Retail: Generic/Brand Formulary/Br. Non- Formulary/Specialty	subject to coins.	subject to coins.	\$20 / \$65 / \$100 / \$200 / Spec. Non-preferred: 25% coin up to \$300	\$20 / \$65 / \$100 / \$200 / Spec. Non-preferred: 25% coin up to \$300	\$20 / \$65 / \$100 / \$200 / Spec. Non-preferred: 25% coin up to \$300	\$20 / \$65 / \$100 / \$200 / Spec. Non-preferred: 25% coin up to \$300	subject to ded.
RX - Mail Order	subject to coins.	subject to coins.	\$50 / \$162.50 / \$250 - Spec. drugs are not covered	\$50 / \$162.50 / \$250 - Spec. drugs are not covered	\$50 / \$162.50 / \$250 - Spec. drugs are not covered	\$50 / \$162.50 / \$250 - Spec. drugs are not covered	subject to ded.
Active Enrollment Counts							
Monthly Total	\$30,997.90	\$34,156.27	\$33,099.81	\$33,912.50	\$29,474.89	\$28,513.83	\$25,406.79
Annual Total	\$371,974.80	\$409,875.24	\$397,197.72	\$406,950.00	\$353,698.68	\$342,165.96	\$304,881.48
Annual Difference		\$37,900.44	\$25,222.92	\$34,975.20	(\$18,276.12)	(\$29,808.84)	(\$67,093.32)
Percentage Difference		10.19%	6.78%	9.40%	-4.91%	-8.01%	-18.04%

\* For comparison purposes only - refer to contract for additional benefits and final rates.

Pureflow Project No.: Z20004  
Pureflow Quote No.: Z2208027  
Pureflow Contact: Phil Pino  
Contract Proposal Date: August 9, 2022  
Revision 0



## City of Herington Water Treatment Plant Herington, KS

### Preventative Maintenance Services Proposal Enhancing Performance, Reducing Costs

- Pureflow Ozone System – Primozone Model GM18
- Ozone Analyzer Equipment

Site Contact Information: **Mitch Gehrke**  
**(785) 258-4277**  
**[waterplant@cityofherington.com](mailto:waterplant@cityofherington.com)**

Pureflow Filtration Division, Pureflow Ozone Division  
6739 Washington Avenue, Whittier, CA 28217

Tel: (562) 945-3425

[www.pureflowozone.com](http://www.pureflowozone.com)

## Overview of Services



### Keeping maintenance costs down

- With resources tight and cost-cutting measures in place across the board, clients are looking for smart ways to extend asset life and reduce costs for unplanned work, such as breakdowns and emergency callouts
- A preventive maintenance service program is proposed that is completely tailored to your needs. Yearly, semi-annual, quarterly, or monthly planned visits by a Pureflow Service Technician specifically trained in the maintenance of the Pureflow Ozone System will be carried out utilizing a well-defined service schedule and scope of activities
- Pureflow systems are required to perform 24/7. To guarantee this performance level, regular inspection and maintenance combined with the use of genuine OEM spare parts is essential. Key benefits that you can expect from a Pureflow preventive maintenance service program include:

- Plant optimization with focus on reducing plant operational costs
- Priority in service scheduling, on site within 48 hours of callout, and call with diagnostic phone support within 6 hours
- Custom tailored preventative maintenance plans
- Unlimited phone support
- Additional on-site training
- Knowledgeable factory trained Ozone service technicians
- Confirm instrument calibration and set-up
- Reduced system down time





## Preventative Maintenance

- Pureflow Preventative Maintenance Services are the most economical, and the most popular of all Pureflow services. With the Preventative Maintenance service, a technician will visit your site to perform all necessary inspections and scheduled maintenance work
- Pureflow services will enable you to reduce the total cost of ownership by providing technical and process support. Our services work because we are committed to partnering with you and your Ozone system throughout its operational life; ensuring that you achieve the lowest cost of equipment ownership through increased reliability, reduced energy consumption and proactive maintenance



## Preventative Maintenance Package

- For the City of Herington Water Treatment Plant, Pureflow will provide preventative maintenance services for the ozone generator and associated equipment, and analyzer equipment, which was delivered under Pureflow project number Z18001. Currently, the operation of the ozone equipment at the City of Herington Water Treatment Plant is in full operation and the proposed contract will be providing the necessary Preventative Maintenance services on a quarterly basis. During the quarterly visits to the site by a Pureflow service technician, it is highly recommended to have site personnel present so that additional training can be given, by means of shadowing our technician
- For the onsite preventative maintenance activities, a scope of services has been provided in the scope section below. The initial year of operation will provide a clearer view of the anticipated use of the equipment, which will therefore allow Pureflow to determine when the scheduled maintenance to each piece of equipment will be required. A predefined scheduled maintenance will be required for the compressor, chillers, analyzers, etc.

Each visit will be One (1) day on site. The service technician will provide eight (8) hours of onsite activities. Travel and per diem expenses are included with the monthly contract price shown below. Four (4) visits per contract period.

All preventative maintenance contract agreements will begin on the commencement signature date and will expire on the term of 12 months. Contracts shall be invoiced yearly, and prior to services being performed. Pricing for preventative maintenance services is **\$ 14,332 Yearly Contract Price**

With the purchase of a Pureflow Preventative Maintenance contract, the customer can choose to add additional days to their already scheduled onsite visits. Additional days can be added at a rate of **\$1,620.00** per day added, and the added day must be executed during the scheduled PM visit.

## Pureflow Scope of Service Activities – Ozone Systems

### System Review

#### Pre-visit

- Identify outstanding issues from prior visits as well as new issues
- Recommend parts required for upcoming work

#### Onsite

- Review system history and alarm log since last visit– identify key tasks to resolve during visit

### General

- If applicable, examine cables, connectors, piping and associated hardware for proper function. Replace faulty hardware with onsite spares
- Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares
- Identify and resolve any loose connections

### GOX / feed gas system

- Validate compressor pressure. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Validate Oxygen generator pressure. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Validate GOX pressure. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Validate GOX temperature. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Validate feed gas flow rates. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Visually inspect gas check valves & process flow valves for correct operation and integrity. If applicable, service, and/or troubleshoot components. Replace from onsite spares as needed
- Validate compressor filters and elements clean. Replace from onsite spares as needed
- Validate desiccant cartridges operational. Replace from onsite spares as needed

## Pureflow Scope of Service Activities – Ozone Systems

### Ozone Generation Cell

- Provide visual inspection of electrical, mechanical, and plumbing connections. Follow up on any irregularities

### PSU Power Supply Unit & Control Cabinets

- All inspections shall be performed to external components to the cabinet
- Inspect the outside of the cabinets for dust and/or corrosion. Clean as necessary
- Inspect cooling system for evidence of leaks. Tighten fittings as needed
- Validate proper function of all safety circuits
- Replace any faulty power supplies with on site spares

### Cooling System

- Validate incoming/outgoing cooling water temperatures. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Validate incoming/outgoing cooling water pressures. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Validate incoming/outgoing cooling water flow rates. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Visually inspect cooling water pumps for correct operation and integrity. If applicable, service, and/or troubleshoot components. Replace from onsite spares as needed
- Visually inspect chillers for correct operation and integrity. If applicable, service, and/or troubleshoot components. Replace from onsite spares as needed

### Injection/Contactor System

- If applicable, examine plumbing and associated hardware for proper function. Make recommendations for maintenance as needed
- Validate positive and vacuum pressure. Identify root cause if outside normal operational parameters. If applicable, calibrate, service, and/or troubleshoot components. Replace from onsite spares as needed
- Verify dissolved ozone analyzers at contactors. Provide maintenance and calibration as needed with onsite calibration and maintenance kits



## Pureflow Scope of Service Activities – Ozone Systems

### Destruct - Off Gas Treatment

- Validate proper Destruct heater operation. If applicable, service and/or troubleshoot. Replace failed components from onsite spares as needed
- Validate runtime hours on Destruct blowers. Identify timing for required bearing replacement with operations & maintenance staff. Replace if applicable
- Check integrity of Carulite in Ozone Destruct. Replace from onsite spares or make recommendations for replacement as needed

### Control Philosophy and Hardware

- Identify any chronic alarms – perform root cause and resolve. Root cause and resolve issues if system related

### Control Instrumentation and Mechanical Components

- Validate proper manual and auto operation of all control valves. Adjust set points and torque settings as necessary
- Calibration check of ancillary process measurement equipment, including Turbidity monitor, residual ozone monitor, and pH monitor. Provide preventative maintenance and calibration if applicable or recommendations to operations and maintenance staff for follow up

### Safety Equipment

- Provide required periodic maintenance and calibration of LC, MC, HC, and ambient ozone monitors. Replace consumable parts from onsite spares as needed
- BMT monitors cannot be calibrated on site, but only verified
- Verification of Ozone monitors will be completed by comparison with a calibrated control standard

### General Operation and Maintenance

- Review prescribed system maintenance with operations and/or maintenance staff
- Provide informal operation, maintenance, and/or safety training as requested
- Identify maintenance and/or operation concerns and associated improvement recommendations
- Identify spares utilized and recommendations for replacement or adjustments to existing levels
- Identify future timeline for consumables replacement



## Ozone Training with Troubleshooting Package

- Pureflow can offer a comprehensive and tailored Ozone training package, which is designed to keep site operators fully trained on ozone operation and troubleshooting. This course will consist of one (1) full day of onsite training by one of our service technicians

### Ozone Instructional Training Package

One (1) day on site. Training will be performed by Service Technician. This one (1) day training event at the price provided below must coincide with an on-site preventative maintenance visit, or it can be provided virtually by a web-based application.

**\$1,620.00**



## Ozone Spare Parts Package

- When you work with Pureflow Ozone services, you get secure, optimal operations that come only with broad engineering expertise in water and wastewater.
  - Guarantees availability of critical spare parts
  - Ensures fast turnaround with service
  - Reduces downtime
  - Reduces costs
  - Improves delivery time

### Ozone Spare Parts Package

Shown within the appendix, you will find a list of spare parts for the entire ozone system provided by Pureflow ozone. There are two (2) separate spare parts list; the first list comprises of the necessary consumables required every 6 months and 12 months. The second list comprises on parts which have been identified as critical spares which should be placed in local inventory in the event a failure occurs with one of the identified parts. Having the local inventory will ensure the system is corrected and operation is quickly restored. Pricing for spare parts will vary based upon the customer's request.



THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS

This Agreement has been executed in two (2) counterparts, of which the parties have received one (1) each.

- Preventative Maintenance Services  \$ 14,322.00 per year
- \$ 29,074.00 Two-year contract price
- \$ 44,268.00 Three-year contract price
- Continued Training Services  \$ 1,620.00 Additional per PM Service
- Spare Parts Package  \$ \_\_\_\_\_

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AGREED TO:

SUPPLIER BY: Pureflow Ozone Division  
 NAME: Phil Pino  
 TITLE: Eastern Regional Sales Manager  
 DATE: August 9, 2022

PURCHASER BY:  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Total Contract Price: \_\_\_\_\_

Type of Service Contract Accepted: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

With contract acceptance, Customer shall supply Purchase Order documentation with the following information included

Purchase Order Number

Bill to Address

Ship to Address

Any tax exemption which may be applicable, including tax exemption certificates

For questions regarding this preventative maintenance proposal, please contact one of the following:

**Phil Pino**

Eastern Regional Sales Manager  
Pureflow Ozone Division

Mobile: (562) 551-4975

[Philip@waterbypureflow.com](mailto:Philip@waterbypureflow.com)

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**SPARE PART LIST  
ANNUAL CONSUMABLES**

**Z20004 - HERINGTON, KS.**

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
1	176546	SENSOR, OZONE GAS, FOR A14/A11 MODEL, 0-4 PPM	AMBIENT GAS MONITOR	1	1	18-24	\$ 335.71	\$ 335.71	4 WEEKS
2	176545	SENSOR, OXYGEN GAS, FOR A14/A11 MODEL, 0-25%	AMBIENT GAS MONITOR	1	1	18-24	NEED PRICING		
3	176547	COOLING WATER QUALITY REPORT (CADEL)	CHILLED WATER	1	1	12	\$ 514.29	\$ 514.29	4 WEEKS
4	176159	VALVE, DRAIN, MECHANICAL FLOAT SWITCH, 115V, 1/2" FNPT INLET x 1/4" FNPT OUTLET, FOR >100 CFM AIR FLOW	COMPRESSED AIR FILTRATION	2	2	60	\$ 342.00	\$ 684.00	STOCK
5	176506	FILTER, ELEMENT, COALESCING PARTICULATE, 304 SS END CAP, BOROSILICATE, BUNA GASKET, 1.0 MICRON	COMPRESSED OXYGEN / COMPRESSED AIR FILTRATION	2	2	12	NEED PRICING		
6	176507	FILTER, ELEMENT, COALESCING PARTICULATE, 304 SS END CAP, BOROSILICATE, BUNA GASKET, 0.01 MICRON	COMPRESSED OXYGEN / COMPRESSED AIR FILTRATION	2	2	12	NEED PRICING		
7	176508	FILTER, ELEMENT, VAPOR ABSORBING, 304 SS END CAP, ACTIVATED CARBON, BUNA GASKET, 0.01 MICRON	COMPRESSED OXYGEN / COMPRESSED AIR FILTRATION	2	2	12	NEED PRICING		
8	176509	FILTER, ELEMENT, COALESCING PARTICULATE, 304 SS END CAP, BOROSILICATE, BUNA GASKET, 0.01 MICRON	COMPRESSED OXYGEN / COMPRESSED AIR FILTRATION	2	2	12	NEED PRICING		
9	176626	TRANSMITTER, DEW POINT, EXCHANGE SERVICE (MICHELL)	COMPRESSED OXYGEN FILTRATION	1	1	12	\$ 1,328.57	\$ 1,328.57	2 WEEKS
10	176593	FILTER, KIT, 25mm GLASS FIBER (FOR 480M/H)	GAS ANALYZER OFF-GAS / HIGH CONC.	1	1	6	\$ 388.57	\$ 388.57	14 DAYS
11	176445	SPARE, ROSEMOUNT OZONE REFILL, 3 MEMBRANES AND O-RINGS (FOR PN: 75378)	O3 / POST QUENCH O3 RESIDUAL ANALYZER	2	1	12	\$ 342.86	\$ 342.86	2 WEEKS



**SPARE PART LIST  
ANNUAL CONSUMABLES**

**Z20004 - HERINGTON, KS.**

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
12	176446	SPARE, ROSEMOUNT OZONE REFILL, #3 ELECTROLYTE SOLUTION, 125mL (FOR PN: 75378)	O3 / POST QUENCH O3 RESIDUAL ANALYZER	2	1	12	\$ 150.00	\$ 150.00	2 WEEKS
13	176432	MEDIA, OZONE DESTRUCT CATALYST, MANGANESE DIOXIDE / COPPER OXIDE, 4 x 8 MESH, 50 LB BUCKET	OZONE DESTRUCT	1	1	36-60	\$ 1,366.00	\$ 1,366.00	STOCK
14	176603	GASKET, TEFLON, FOR 1" CONN., SQUARE PROFILE	OZONE GENERATOR	8	4	-	\$ 11.11	\$ 44.44	4 WEEKS
15	176610	GASKET, TEFLON, FOR 1/2" CONN., SQUARE PROFILE	OZONE GENERATOR	4	4	-	\$ 7.27	\$ 29.09	4 WEEKS
<b>Spare Parts Subtotal:</b>								<b>\$ 5,183.54</b>	

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Notes:

- 1) Pre-paid and added (PPA) shipping costs are applied to the final invoice.
- 2) Part 176547 requires a water sample be collected by the plant and mailed to a laboratory in a pre-paid box.
- 3) Part 176626 requires that the old sensor is mailed back to Pureflow in a pre-paid box.
- 4) Packaged equipment spares (air compressors and chillers) are to be purchased directly from the manufacturer (or the local service representative)
- 5) All equipment (air compressors and chillers) being serviced by representatives other than Pureflow are to be scheduled by the plant staff.
- 6) See respective equipment O&M Manuals for regular service and care details.
- 7) Parts and intervals shown are recommended by the manufacturer.



SPARE PARTS LIST  
INCIDENTAL PARTS

Z20004 - HERINGTON, KS.

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
1	175892	FLOWMETER, ROTAMETER, INLINE, 1" FNPT, 3-30 GPM, 316L STAINLESS STEEL FITTINGS, 316L STAINLESS STEEL INTERNALS, ACRYLIC FLOW TUBE, EPR SEALS	CHILLED WATER	2	1	SHELF	NEED PRICING		
2	176519	VALVE, BACK PRESSURE, 316 STAINLESS STEEL BODY, EPDM SEAT, STAINLESS STEEL INTERNALS, RANGE: 25 - 75 PSIG, 3/4" FLANGE, 150# ANSI, TRIM #11	CHILLED WATER	1	1	SHELF	NEED PRICING		
3	175972	VALVE, GLOBE, 316 STAINLESS STEEL, PTFE SEALS, 1" FLANGED, 150# ANSI	CHILLED WATER	2	1	SHELF	NEED PRICING		
4	176521	GAUGE, PRESSURE, 3-1/2" DIAL, SS BODY & INTERNALS, LIQUID FILLED, TEMPERED SAFETY GLASS WINDOW, 1/2" MNPT, 0 - 60 PSIG	CHILLED WATER	2	1	SHELF	NEED PRICING		
5	175718	TRANSMITTER, DEW POINT, STAINLESS STEEL, 5/8-18 UNF, -148°F TO 68°F, 4-20 MA ANALOG OUTPUT, LOOP POWERED, DIN CONNECTOR	COMPRESSES OXYGEN FILTRATION	1	1	SHELF	NEED PRICING		
6	176513	VALVE, PRESSURE REDUCING, 316 STAINLESS STEEL BODY, PTFE SEATS, RANGE: 25 - 75 PSIG, 1/2" FLANGE, 150# ANSI, CLEANED FOR OXYGEN SERVICE, TRIM #18	COMPRESSES OXYGEN FILTRATION	2	1	SHELF	NEED PRICING		
7	175953	, 0-7.5 PSID, 4-20MA OUTPUT, 316 STAINLESS STEEL, VITON, 1/4" MNPT, ALUMINUM HOUSING, NEMA 6P, CLASS 1 DIV 2, W/ 3-WAY VALVE	COMPRESSES OXYGEN FILTRATION	1	1	SHELF	NEED PRICING		
8	175857	PRESSURE INDICATING TRANSMITTER, 0-150 PSIG, 4-20MA OUTPUT, 316 STAINLESS STEEL, VITON, 1/2" MNPT, ALUMINUM HOUSING, NEMA 6P, CLASS 1 DIV 2	COMPRESSES OXYGEN FILTRATION	1	1	SHELF	\$ 2,416.33	\$ 2,416.33	9 DAYS
9	175953	, 0-7.5 PSID, 4-20MA OUTPUT, 316 STAINLESS STEEL, VITON, 1/4" MNPT, ALUMINUM HOUSING, NEMA 6P, CLASS 1 DIV 2, W/ 3-WAY VALVE	COMPRESSED AIR FILTRATION	1	1	SHELF	NEED PRICING		



**SPARE PARTS LIST  
INCIDENTAL PARTS**

**Z20004 - HERINGTON, KS.**

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
10	175857	PRESSURE INDICATING TRANSMITTER, 0-150 PSIG, 4-20MA OUTPUT, 316 STAINLESS STEEL, VITON, 1/2" MNPT, ALUMINUM HOUSING, NEMA 6P, CLASS 1 DIV 2	COMPRESSED AIR FILTRATION	2	1	SHELF	\$ 2,416.33	\$ 2,416.33	9 DAYS
11	176514	VALVE, PRESSURE REDUCING, 316 STAINLESS STEEL BODY, PTFE SEATS, RANGE: 70 - 150 PSIG, 1" FLANGE, 150# ANSI, CLEANED FOR OXYGEN SERVICE, TRIM #18	COMPRESSED AIR FILTRATION	6	1	SHELF	NEED PRICING		
12	176520	GAUGE, PRESSURE, 3-1/2" DIAL, SS BODY & INTERNALS, LIQUID FILLED, TEMPERED SAFETY GLASS WINDOW, 1/2" MNPT, 0 - 100 PSIG	COMPRESSED AIR RECEIVER	1	1	SHELF	NEED PRICING		
13	175951	PRESSURE INDICATING TRANSMITTER, 0-60 PSIG, 4-20MA OUTPUT, 316 STAINLESS STEEL, VITON, 1/2" MNPT, ALUMINUM HOUSING, NEMA 6P, CLASS 1 DIV 2	COMPRESSED OXYGEN FILTRATION	1	1	SHELF	\$ 2,416.33	\$ 2,416.33	9 DAYS
14	176590	UV, LED, SENSOR ASSEMBLY (FOR 480L)	GAS ANALYZER AMB. OZONE / VENT GAS	1	1	SHELF	\$ 557.36	\$ 557.36	30 DAYS
15	176594	UV, LED, SENSOR ASSEMBLY (FOR 480M/H)	GAS ANALYZER OFF-GAS / HIGH CONC.	1	1	SHELF	\$ 557.36	\$ 557.36	30 DAYS
16	175838	VALVE, BALL, 316 SS, PTFE, FULL-PORT, 150# ANSI, 2" FLANGE	OZONE DESTRUCT	4	1	SHELF	NEED PRICING		
17	175973	PRESSURE RELIEF VALVE, BODY: STAINLESS STEEL, SEAT: FLUOROSILICONE, NO DRAIN HOLE, PIPE AWAY ADAPTER, 1/2" MNPT, SET @ 50 PSIG	OZONE GENERATORS	2	1	SHELF	NEED PRICING		
18	176024	GM24-48 v2.0, TOUCHSCREEN/PLC COMBO, 7.5 INCH, 24V	OZONE GENERATORS	2	1	SHELF	\$ 3,610.00	\$ 3,610.00	4 WEEKS
19	176019	BFP, CAPACITIVE SENSOR, M18	OZONE GENERATORS	2	1	SHELF	\$ 1,632.00	\$ 1,632.00	4 WEEKS
20	176020	BFP, SOLENOID VALVE	OZONE GENERATORS	2	1	SHELF	\$ 701.00	\$ 701.00	4 WEEKS





**SPARE PARTS LIST  
INCIDENTAL PARTS**

**Z20004 - HERINGTON, KS.**

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
21	176177	SPARE, PRIMOZONE, BFP, CORDSET, 90°XSTRAIGHT M12, 10LF	OZONE GENERATORS	2	1	SHELF	NEED PRICING		
22	176598	GM6-18 v2.0, PROPORTIONAL VALVE	OZONE GENERATORS	2	1	SHELF	\$ 2,714.00	\$ 2,714.00	4 WEEKS
23	176012	PRESSURE SWITCH, SS, DIGITAL, 2.0	OZONE GENERATORS	2	1	SHELF	\$ 1,246.00	\$ 1,246.00	4 WEEKS
24	175590	BACK FLOW PROTECTOR, 1/2" FBSPP CONNECTIONS, ALUMINUM BODY, 318 FT3 / H CAPACITY, 24 VDC, 15 W, w/ INTEGRAL CAPACITIVE SENSOR AND CABLE ASSEMBLY	OZONE GENERATORS	2	1	SHELF	\$ 3,275.00	\$ 3,275.00	4 WEEKS
25	176022	BFP, TEFLON, RING GASKET x 2, ROUND PROFILE	OZONE GENERATORS	2	1	SHELF	\$ 66.00	\$ 66.00	4 WEEKS
26	176013	GM24-48 v2.0, TEMP. SENSOR WITH 3m CABLE	OZONE GENERATORS	2	1	SHELF	\$ 154.00	\$ 154.00	4 WEEKS
27	176017	GM24-48 v2.0, CIRCUIT BREAKER, MINISEPTS	OZONE GENERATORS	12	2	SHELF	\$ 70.00	\$ 140.00	4 WEEKS
28	175619	GM24-48 v2.0, MINISEPT, POWER SUPPLY	OZONE GENERATORS	96	10	SHELF	\$ 1,816.00	\$ 18,160.00	4 WEEKS
29	176511	PRESSURE INDICATING TRANSMITTER, 0-150 PSIG, 4-20mA OUTPUT, 316 STAINLESS STEEL, 1/2" MNPT, ALUMINUM HOUSING, NEMA 6P, CLASS 1 DIV 2, STAINLESS STEEL DIAPHRAGM, NSF 61	OZONE INJECTION PUMP SKID	3	1	SHELF	NEED PRICING		
30	176512	PRESSURE INDICATING TRANSMITTER, -15-0-15 PSIG, 4-20mA OUTPUT, 316 STAINLESS STEEL, 1/2" MNPT, ALUMINUM HOUSING, NEMA 6P, CLASS 1 DIV 2, STAINLESS STEEL DIAPHRAGM, NSF 61	OZONE INJECTION PUMP SKID	1	1	SHELF	NEED PRICING		
31	176522	GAUGE, PRESSURE, 3-1/2" DIAL, SS BODY & INTERNALS, LIQUID FILLED, TEMPERED SAFETY GLASS WINDOW, 1/2" MNPT, -30-0-30 PSIG	OZONE INJECTION PUMP SKID	2	1	SHELF	NEED PRICING		
32	175853	VALVE, BLEED AND BLOCK, 316L STAINLESS STEEL, PTFE, 1/2" MNPT X 1/2" FNPT	VARIOUS	5	1	SHELF	NEED PRICING		



SPARE PARTS LIST  
INCIDENTAL PARTS

Z20004 - HERINGTON, KS.

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
33	176038	VALVE, CHECK, 1/2" WAFER STYLE 316 STAINLESS STEEL BODY AND SPRING, 150# ANSI, 0.5 PSIG CRACKING PRESSURE, PTFE SEAT	VARIOUS	6	1	SHELF	NEED PRICING		
34	176153	VALVE, CHECK, 3/4" WAFER STYLE 316 STAINLESS STEEL BODY AND SPRING, 150# ANSI, 0.5 PSIG CRACKING PRESSURE, PTFE SEAT	VARIOUS	2	1	SHELF	NEED PRICING		
35	176045	VALVE, CHECK, 1" WAFER STYLE 316 STAINLESS STEEL BODY AND SPRING, 150# ANSI, 0.5 PSIG CRACKING PRESSURE, PTFE SEAT	VARIOUS	4	1	SHELF	NEED PRICING		
36	176361	VALVE, CHECK, 1-1/2" WAFER STYLE 316 STAINLESS STEEL BODY AND SPRING, 150# ANSI, 0.5 PSIG CRACKING PRESSURE, PTFE SEAT	VARIOUS	2	1	SHELF	NEED PRICING		
37	176046	VALVE, CHECK, 2" WAFER STYLE 316 STAINLESS STEEL BODY AND SPRING, 150# ANSI, 0.5 PSIG CRACKING PRESSURE, PTFE SEAT	VARIOUS	2	1	SHELF	NEED PRICING		
38	176523	VALVE, BALL, 3 PIECE, 316 SS/BODY/BALL, PTFE TRIM, 1/4" FNPT	VARIOUS	5	1	SHELF	NEED PRICING		
39	175316	VALVE, BALL, 2-PIECE, 316 SS, PTFE, FULL-PORT, 1/4" FNPT	VARIOUS	4	1	SHELF	NEED PRICING		
40	175895	VALVE, BALL, 3 PIECE, 316 SS/BODY/BALL, PTFE TRIM, 1/2" FNPT	VARIOUS	27	3	SHELF	NEED PRICING		
41	176037	VALVE, BALL, 3 PIECE, 316 SS, PTFE, FULL-PORT, 3/4" FNPT	VARIOUS	2	1	SHELF	NEED PRICING		
42	175894	VALVE, BALL, 3 PIECE, 316 SS/BODY/BALL, PTFE TRIM, 1" FNPT	VARIOUS	4	1	SHELF	NEED PRICING		
43	176503	VALVE, BALL, 316 SS, PTFE, FULL-PORT, 150# ANSI, 1/2" FLANGE	VARIOUS	12	2	SHELF	NEED PRICING		
44	176504	VALVE, BALL, 316 SS, PTFE, FULL-PORT, 300# ANSI, 1/2" FLANGE	VARIOUS	2	1	SHELF	NEED PRICING		
45	176147	VALVE, BALL, 316 SS, PTFE, FULL-PORT, 150# ANSI, 3/4" FLANGE	VARIOUS	6	1	SHELF	NEED PRICING		
46	175839	VALVE, BALL, 316 SS, PTFE, FULL-PORT, 150# ANSI, 1" FLANGE	VARIOUS	10	1	SHELF	NEED PRICING		

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SPARE PARTS LIST  
INCIDENTAL PARTS

Z20004 - HERINGTON, KS.

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
47	175838	VALVE, BALL, 316 SS, PTFE, FULL-PORT, 150# ANSI, 2" FLANGE	VARIOUS	4	1	SHELF	NEED PRICING		
48	176505	VALVE, BALL, 2-PIECE, w/ ELECTRIC ACTUATOR, 316 SS, PTFE, FULL-PORT, 1/2" FLANGE, 150# ANSI, 120VAC / 1pH / 60Hz, NEMA 4X, 1/2" NPT CONDUIT CONNECTION, HEATER, ON / OFF / OPEN / CLOSED CONFIRMATION LIMIT SWITCHES	VARIOUS	8	1	SHELF	NEED PRICING		
49	176149	VALVE, BALL, 2-PIECE, w/ ELECTRIC ACTUATOR, 316 SS, PTFE, FULL-PORT, 3/4" FLANGE, 150# ANSI, 120VAC / 1pH / 60Hz, NEMA 4X, 1/2" NPT CONDUIT CONNECTION, HEATER, ON / OFF / OPEN / CLOSED CONFIRMATION LIMIT SWITCHES	VARIOUS	2	1	SHELF	\$ 1,314.29	\$ 1,314.29	8 WEEKS
50	176150	VALVE, BALL, 2-PIECE, w/ ELECTRIC ACTUATOR, 316 SS, PTFE, FULL-PORT, 1" FLANGE, 150# ANSI, 120VAC / 1pH / 60Hz, NEMA 4X, 1/2" NPT CONDUIT CONNECTION, HEATER, ON / OFF / OPEN / CLOSED CONFIRMATION LIMIT SWITCHES	VARIOUS	2	1	SHELF	NEED PRICING		
51	176151	VALVE, BALL, 2-PIECE, w/ ELECTRIC ACTUATOR, 316 SS, PTFE, FULL-PORT, 1-1/2" FLANGE, 150# ANSI, 120VAC / 1pH / 60Hz, NEMA 4X, 1/2" NPT CONDUIT CONNECTION, HEATER, ON / OFF / OPEN / CLOSED CONFIRMATION LIMIT SWITCHES	VARIOUS	2	1	SHELF	\$ 2,362.86	\$ 2,362.86	8 WEEKS
52	175743	PRESSURE INDICATING TRANSMITTER, -15-0-150 PSIG, 4-20mA OUTPUT, 1/2" MNPT, 1/4" FNPT, NSF 61, CLASS 1 DIV 2	VARIOUS	2	1		NEED PRICING		
53	175744	PRESSURE INDICATING TRANSMITTER, -15-0-60 PSIG, 4-20mA OUTPUT, 1/2" MNPT, 1/4" FNPT, NSF 61, CLASS 1 DIV 2	VARIOUS	3	1		NEED PRICING		



SPARE PARTS LIST  
INCIDENTAL PARTS

Z20004 - HERINGTON, KS.

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
54	175779	VALVE, BALL, 3-PIECE, 316 SS, PTFE, 1000 PSIG, FULL-PORT, 1/2" FNPT	VARIOUS	14	2		\$ 62.86	\$ 125.71	2 WEEKS
55	175780	VALVE, BALL, 3-PIECE, 316 SS, PTFE, 1000 PSIG, FULL-PORT, 3/4" FNPT	VARIOUS	4	1		\$ 68.57	\$ 68.57	2 WEEKS
56	175781	VALVE, BALL, 3-PIECE, 316 SS, PTFE, 1000 PSIG, FULL-PORT, 1" FNPT	VARIOUS	4	1		\$ 87.14	\$ 87.14	2 WEEKS
57	175782	VALVE, BALL, W/ ELECTRIC ACTUATOR, 3-PIECE, 316 STAINLESS STEEL BODY & BALL, PTFE SEAT, 3/4" FNPT, 120VAC / 1pH / 60Hz, NEMA 4X, 1/2" NPT CONDUIT CONNECTION, ON / OFF / OPEN / CLOSED CONFIRMATION LIMIT SWITCHES, NSF 61	VARIOUS	1	1		\$ 661.43	\$ 661.43	8 WEEKS
58	175783	VALVE, BALL, W/ ELECTRIC ACTUATOR, 3-PIECE, 316 STAINLESS STEEL BODY & BALL, PTFE SEAT, 2" FNPT, 120VAC / 1pH / 60Hz, NEMA 4X, 1/2" NPT CONDUIT CONNECTION, ON / OFF / OPEN / CLOSED CONFIRMATION LIMIT SWITCHES, NSF 61	VARIOUS	1	1		\$ 1,312.39	\$ 1,312.39	20 WEEKS
59	175786	VALVE, BUTTERFLY, W/ ACTUATOR, DUCTILE IRON BODY, PTFE COATED 316 SS DISC, PTFE COATED EPDM SEAT, 150# ANSI, 3" LUG BODY, 120VAC / 1pH / 60Hz, NEMA 4X, 1/2" NPT CONDUIT CONNECTION, ON / OFF / OPEN / CLOSED CONFIRMATION LIMIT SWITCHES, NSF 61	VARIOUS	3	1		NEED PRICING		
60	175787	VALVE, BUTTERFLY, DUCTILE IRON BODY, PTFE COATED 316 SS DISC, PTFE COATED EPDM SEAT, 150# ANSI, 3" LUG BODY, w/ HANDLE, NSF 61	VARIOUS	6	1		NEED PRICING		
61	175789	VALVE, BALL, 3-PIECE, 316 SS, PTFE, 1000 PSIG, FULL-PORT, 2" FNPT	VARIOUS	2	1		\$ 211.43	\$ 211.43	2 WEEKS



**SPARE PARTS LIST  
INCIDENTAL PARTS**

**Z20004 - HERINGTON, KS.**

Index No.	Part No.	Part Description	Sub System	Originally Installed	Spare Quantity	Interval (Months)	Cost/Unit (\$)	Sub Total (\$)	Lead Time
62	175768	PUMP, SUBMERSIBLE, MULTISTAGE, VERTICAL, 316 STAINLESS STEEL HOUSING, SS INTERNALS, SILICON CARBIDE / EPDM SEALS, 150# ANSI, 4" MNPT w/ SLEEVE, 480VAC / 3pH / 60Hz, 7.5 HP, 4" DIA MOTOR, INTERNAL TEMPERATURE SENSOR, 2.5 METER POWER CABLE	WELL PUMP, INFILTRATION	1	1		NEED PRICING		
63	175769	PUMP, SUBMERSIBLE, MULTISTAGE, VERTICAL, 316 STAINLESS STEEL HOUSING, SS INTERNALS, SILICON CARBIDE / EPDM SEALS, 150# ANSI, 3" FNPT, 480VAC / 3pH / 60Hz, 7.5 HP, 4" DIA MOTOR, INTERNAL TEMPERATURE SENSOR, 2.5 METER POWER CABLE	WELL PUMP, IRRIGATION	1	1		NEED PRICING		
64	175943	GRUNDFOS, ACCESSORY, MP 204 PUMP PROTECTOR, TEMPERATURE PROTECTION, OVER / UNDER VOLTAGE PROTECTION, ALARM OUTPUT RELAY CONTACTS	WELL PUMP, IRRIGATION	1	1		NEED PRICING		

**Spare Parts Subtotal: \$ 35,229.04**

**Notes:**

- 1) Pre-paid and added (PPA) shipping costs are applied to the final invoice.
- 2) All equipment (air compressors and chillers) being serviced by representatives other than Pureflow are to be scheduled by the plant staff.
- 3) See respective equipment O&M Manuals for regular service and care details.

**COOPERATOR FISHING ACCESS AGREEMENT: THE KANSAS DEPARTMENT OF WILDLIFE and PARKS COMMUNITY FISHERIES ASSISTANCE PROGRAM**

This Contract is between the Kansas Department of Wildlife and Parks, hereinafter called the **Department**, and

<u>City of Herington</u>			
Cooperator	Contact Person	E-mail	
Mailing Address	City	State	Zip Code
Telephone Number	Fax Number	Federal ID Number	

hereinafter called the **Cooperator**.

Legal description(s) of land open for public fishing access:

Name <u>Herington Reservoir</u>	Name <u>Herington Lake</u>	Name <u>Father Padilia Pond</u>	Name _____
County <u>DK</u>	County <u>DK</u>	County <u>DK</u>	County _____
Sec <u>20</u>	Sec <u>16</u>	Sec <u>NW 12</u>	Sec _____
Twn <u>16S</u>	Twn <u>16S</u>	Twn <u>16S</u>	Twn _____
Rng <u>4E</u>	Rng <u>4E</u>	Rng <u>4E</u>	Rng _____
Water Acres: <u>555</u>	Water Acres: <u>367</u>	Water Acres: <u>2</u>	Water Acres: _____

**Lease Calculation Criteria:** At Department staff discretion, the following criteria will determine the lease amount.

- Minimum base price of \$1,030.00/cooperator
- \$10/surface acre
- \$5/surface if motor boat angling is allowed
- \$5/surface acre if >75% of the fishable shoreline is publicly accessible
- \$5/acre if a heated fishing dock is operational
- \$5/acre for minimum quality fisheries
- \$5/acre if fish feeding program is established
- \$5/acre if Family Friendly Facility criteria is met
- \$5/acre if an approved Fish Habitat Improvement Program is in Place
- OR if annual fisheries revenue is greater than calculated value:
  - Payment will equal annual revenue for urban waters
  - A maximum of \$5,000 total on non-urban waters up to 75 acres
  - No more that \$75/acre for waters over 75 acres but less than 150 acres
  - Waters equal to or greater than 150 acres, the lease amount will be negotiated

Water contracted areas, as shown in legal descriptions above, are specifically included in the provisions of this Contract. Mark Box  if additional complete legal descriptions are attached, consisting of \_\_\_\_\_ page(s), which is hereby incorporated by reference, each of which have been initialed by the Cooperator. This agreement represents a pass-through of federal funds and is not a research and development project.

1. The Cooperator agrees to allow public fishing access on the above described tracts of water for 5 years, beginning January 1, 2023 and ending December 31, 2028.

2. The Department agrees to pay the Cooperator an annual sum of \$ 11,200.00, to be paid in two installments, with the first installment of 75% of total amount to be paid as set forth below and the last installment of the remaining 25% to be paid no earlier than October 1.

- WFO - First installment of 75% of total amount on or about January 31.
- Non-WFO - First installment of 75% of total amount on or about April 1.

3. On the Contracted areas the Cooperator agrees:

- (a) that the public shall have unrestricted access to said waters for the purpose of fishing;
- (b) That if motorized boating access is allowed by the Cooperator, it shall be limited to access points designated by the Cooperator and there will be no horsepower restrictions. Cooperator may restrict speed of boaters. Allowance of designated boat access through this Contract shall not be interpreted to require the Department to construct, install, or maintain any boating access facility;
- (c) not to stock fish without prior written approval from the Department;
- (d) that if the area is closed for a specific activity for more than 5 days in a calendar year, there will be a prorated payment reduction.

4. On the Contracted land, the Department agrees:

- (a) to notify the public of the exact location of the said areas (s);
- (b) to provide payment for access upon satisfactory completion of this Contract pursuant to Paragraph 2 above;

5. Should the legislature fail to provide sufficient funds, as determined by the Secretary of the Department, the Department may terminate the Contract. In the event of such a termination, written notice and proration provisions of Paragraph 8 shall apply.

6. Inadequate habitat conditions or restriction of public access to said land by the Cooperator during the Contract period may terminate, at the Department's election, all or a portion of this Contract.

7. Change in ownership of the Contracted land may terminate this Contract upon date of closing, provided the Cooperator advises the Department, in writing at least thirty (30) days in advance of the effective date of such change in ownership. Any prepaid contract payments unearned as a result of the change of ownership will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the change of ownership.

8. This Contract can be terminated at any time by either party upon thirty (30) days written notice. If this Contract is terminated for any reason, any prepaid contract payments deemed by the Department as unearned as a result of a termination will be refunded by the Cooperator to the Department. The determination of the portion of unearned contract payments shall be based upon a proration of the contract period in effect prior to the effective date of such termination.

9. This Contract may be amended at anytime upon written agreement by the Cooperator and the Department.

10. Failure of the Cooperator to comply with these Contract terms may, at the Department's election, be cause for Contract termination; such termination shall be in accordance with the notice and proration provisions of Paragraph 8 above.

11. The Cooperator attests by signature below that said Cooperator holds the right to grant access to the above shown land for the purpose of allowing public fishing.

12. The Cooperator understands the land will be periodically inspected by Department personnel for the purposes of monitoring anglers' conduct and to otherwise enforce all applicable laws of the state (for this latter purpose the Contracted area shall be deemed to be Department controlled land).

13. This writing and its attachments shall constitute the entire agreement between the parties. This Contract shall not be binding upon the Department until executed by the Assistant Secretary for Operations of the Department. The execution by the District Fisheries Biologist is intended to establish the local contact, who procured this Contract, and to whom questions or concerns or any other notices provided hereunder should be directed.

14. This Contract intended to be a license to give access to the Department and public and shall not be deemed a lease or any other instrument that would grant the Department a real property interest in, or title to, the Cooperator's property. The Cooperator, as a property owner, may assert immunity pursuant to K.S.A. 58-3201, et seq., for events arising from the access permitted by this Contract.

15. Cooperator agrees not to charge additional fees to anglers fishing from the shoreline or from a boat.

16. Cooperator agrees to document \$ 8400.00 of operations and maintenance expenditures. If Cooperator documents operations and maintenance expenditures of more than \$ 8400.00, extra consideration will be given for prioritization of the Department's capital improvement grants.

17. Documentation of operations and maintenance expenditures, as identified in **Appendix 1**, must be submitted on Department Form CFAP-1, which shall be made available by the Department upon request, and signed by the Cooperator, or an authorized representative. The CFAP-1 form covering expenditures from January 1 to August 31 must be received by the Department no later than October 1 annually. The CFAP-1 form covering expenditures from September 1 to December 31 must be received by the Department no later than January 31 annually. In addition, the Cooperator must provide a written explanation of the expenditures submitted with each CFAP-1 form. Failure to submit reports may result in forfeiture of future lease payments and/or termination of this Contract.

18. This contract is funded in part under the *CFR 15.605 U.S. Sportfish Restoration Act*. The Cooperator, by signing, agrees to comply with all applicable state, federal, and local laws, regulations, ordinances, guidelines, and requirements pertaining to this program.

19. The Cooperator will comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Act of 2014. 2 C.F.R. 200.

20. Cooperator agrees that the Department, or its duly authorized representative, and governmental auditors shall have access for audit purposes to any and all books, documents, papers, and records that are pertinent to this Contract at any reasonable time during the Contract and retention period. Cooperator shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this Contract for a period of three years following submission of the final expenditure report submitted in keeping with OMB A-133 and 43 CFR. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

21. The Cooperator acknowledges and certifies that Cooperator is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

22. The provisions found in Contractual Provisions Attachment (for DA-146a), identified as **Attachment 1**, are hereby incorporated in this Contract.

23. The provisions found in the Office of Management and budget Standard Form 424b, "Assurances – Non-Construction Programs, identified as **Attachment 2**, are hereby incorporated into this Agreement.

24. The provisions of the DI-2010 form and the Standard Form LLL, "Disclosure of Lobbying Activities," shall be incorporated into this Contract and identified as **Attachment 3**.

25. Information concerning the Agreement shall be made available, upon request to any member of the public, unless otherwise excluded under the Kansas Open Records Act, K.S.A. 45-215, et seq.

26. This Contract shall supersede and replace any previous agreement entered into between the Department and the Cooperator.

\_\_\_\_\_  
Cooperator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Fisheries Biologist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Secretary for Operations

\_\_\_\_\_  
Date

**Attachment 1**