

**COMMISSION MEETING AGENDA
TUESDAY, JUNE 8TH, 2021 6:30 P.M.**

A. CALL TO ORDER – Mayor Ann Marie Vannoster

B. ROLL CALL

C. INVOCATION – Pastor Melvin Simpson, First Church of God in Christ

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, May 25th, 2021
2. Second Reading of Ordinance G-21-03 an Ordinance adopting an Electric Rate Schedule for Electric Vehicle Charging Stations.
3. Second Reading of Ordinance G-21-04 an Ordinance to amend Chapter 42 of the City of Coffeyville Code of Ordinances by adding a new article for the purpose of establishing wireless and wireline infrastructure and pole attachment standards.
4. 2021 Appropriation Ordinance No. AO-21-11 – \$ 562,749.84

G. COMMENTS

1. Comments from Public

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

REGULAR AGENDA ITEMS

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

1. Swearing in of Firefighter Alex Cross-Wharry.

I. OLD BUSINESS

J. NEW BUSINESS

1. Ordinance S-21-03 an Ordinance to rezone certain properties owned by Coffeyville Resources, Refining & Marketing within the City of Coffeyville.
2. Resolution R-21-30 a Resolution to purchase three police vehicles.
3. Resolution R-21-31 a Resolution to approve Task Order #3 with Lochner for design and construction engineering repairs to the FOD Strip at Coffeyville Municipal Airport.
4. Resolution R-21-32 a Resolution at approve the purchase of a self-serve AV gas fuel tank for the airport.
5. Resolution R-21-33 a Resolution to approve the grant agreement with FAA for the Taxiway/Runway lighting project.
6. Ordinance S-21-04 an Ordinance establishing a mill levy limitation for Library purposes.
7. Resolution R-21-34 a Resolution to approve the USDA 523 Mutual Self-Help Housing Technical Assistance Grant application.
8. City Manager's Report
9. Comments from Commissioners and Staff

**COMMISSION MEETING AGENDA
TUESDAY, JUNE 8TH, 2021**

2

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Building Permit Report – May 2021

M. ADJOURN

COMMISSION MEETING MINUTES

TUESDAY, MAY 25TH, 2021 6:30 P.M.

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

Present:

COMMISSIONER PAUL BAUER
COMMISSIONER JUSTIN DOANE
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER ROBERT YORK

Absent:

COMMISSIONER TRACY MAXSON

City Staff in attendance:

CITY CLERK MELISSA CARTER
CITY ATTORNEY PAUL KRITZ
DIRECTOR OF IT CHRIS FELIX
DIRECTOR OF FINANCE STEPHANIE RICHARDSON
DIRECTOR OF ELECTRIC UTILITY MIKE SHOOK
DIRECTOR OF ENGINEERING THOMAS OSBORN

A. CALL TO ORDER – Mayor Ann Marie Vannoster

B. ROLL CALL – Commissioner Tracy Maxson Absent

C. INVOCATION – Pastor Randy DePriest, First Assembly of God

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, May 11th, 2021

2. 2021 Appropriation Ordinance No. AO-21-10 – \$4,120,599.81

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

ACTION: MOTION: VANNOSTER SECOND: BAUER

ROLL CALL: ALL PRESENT AYE

3. 2021 Appropriation Ordinance No. AO-21-10A (Isham Hardware) \$81.29

MOTION: Move to approve item 3 of the consent agenda as presented.

ACTION: MOTION: BAUER SECOND: YORK

ROLL CALL: BAUER – AYE, DOANE - AYE

YORK – AYE, VANNOSTER- ABSTAIN

G. COMMENTS

1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes

**COMMISSION MEETING MINUTES
TUESDAY, MAY 25TH, 2021**

2

unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.

REGULAR AGENDA ITEMS

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

1. Proclamation to declare Friday, May 28, 2021 as Poppy Day in Coffeyville.
Mayor Ann Marie Vannoster read the Proclamation to declare Friday, May 28th as Poppy Day in Coffeyville.

I. OLD BUSINESS

J. NEW BUSINESS

1. Discussion and action to make an appointment to the Planning Commission.
Applicant Pam Jones came to the podium and stated why she would like to be on the Planning Commission.

MOTION: Move to appoint Pam Jones to the Planning Commission for a term expiring January 1, 2024.

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

2. Resolution R-21-26 a Resolution to adopt the Region H Kansas Multi-Hazard, Multi-Jurisdictional Hazard Mitigation Plan.
Director of Finance Stephanie Richardson stated that this is to renew the Region H Kansas Multi-Hazard, Multi-Jurisdictional Hazard Mitigation Plan. This plan assists in identifying applicable hazards, vulnerabilities, and hazard mitigation strategies. This plan will serve to direct available community and regional resources towards creating policies and actions that provide long-term benefits to the community. Rick Whitson with the Montgomery County Emergency Management office came to the podium and stated there is no down side to adopting this plan. However, if you don't the city is not eligible for any FEMA funds at any level. Mr. Whitson explained that this should have been adopted 2 years ago and the process all started in May 2019 but then the floods came which detracted them. With everything then going on with COVID they just realized that this plan had not been finalized. He stated that it would not have been disastrous as he had submitted our intention to adopt it.

MOTION: Move to approve Resolution R-21-26 as presented.

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

3. Resolution R-21-27 a Resolution to approve a lease amendment to accommodate additional park amenities at Sherwin Williams Park.
City Attorney Paul Kritz stated that the Sherwin Williams Park Lease was executed in 2004 and is a 30 year lease. The lease was amended to add the skate park area in 2011. This second amendment is intended to accommodate additional park amenities. CRC Director David Rains came to the podium and stated they are looking at three amenities to add. The

**COMMISSION MEETING MINUTES
TUESDAY, MAY 25TH, 2021**

3

first is the grant that has been secured through the Blue Cross Blue Shield of Kansas and the Kansas Recreation and Parks which is an outdoor fitness area where circuit training can be done. The second would be two turf based urban soccer fields. The third is a fully functional destination playground that will have climbing apparatus, cable rides, and amenities designed for those with developmental disabilities. Mr. Rains noted that Sherwin Williams has been awesome and they can't thank them enough. The timeline of different aspects of the project was discussed and they are hopeful it will be completed next fall.

MOTION: Move to approve Resolution R-21-27 as presented.

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

4. Resolution R-21-28 and Resolution R-21-29 Resolutions to approve the purchase of Fuel Farm and Hangars from Coffeyville Aircraft along with additional tools and equipment to keep the airport in operation.

Director of Engineering Services Thomas Osborn stated that we entered in negotiations with Coffeyville Aircraft and have agreed on \$60,000 for the fuel farm and the south hangar. Part of this contract also includes the trucks for fueling. In addition to that there are certain things that are needed to maintain operations and amenities at the airport. These include a tug, tow bars, and an alternate power source.

MOTION: Move to approve Resolution R-21-28 and Resolution R-21-29 as presented.

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

5. Ordinance G-21-03 an Ordinance adopting an Electric Rate Schedule for Electric Vehicle Charging Stations.

Director of Electric Utility Mike Shook stated the City of Coffeyville, working with Utility Financial Solutions, has previously updated our electric cost of service, changing rate designs to keep current with the ever-changing electric industry, including an effort to maintain a rate structure that is at cost of service, while providing the most economical and reliable electric utility possible to our customers and residents. Mr. Shook stated that in an effort to remain current with the industry and the advancement of technology and electric vehicle popularity, the City of Coffeyville foresees the time where retail installations for electric vehicle (EV) charging stations will be requested of the City, and the Electric Utility Mr. Shook noted that GRDA and the City have both previously made minor changes to rules, policies and ordinances to allow for retail EV charging. The next step in that process would be to create an electric rate for retail EV charging stations. Again, working with Utility Financial Solutions, a rate has been developed for EV charging, taking into account the contribution to the system peak, time of EV charging peak, EV charging load factor, and distribution cost to support EV charging stations on our system. Mr. Shook noted that the attached rate in the agenda packet, designed by UFS, accounts for these cost components plus margin, while providing an economical rate to allow for private retail installations for electric vehicle charging. Mr. Shook stated that Staff is recommending the Electric Vehicle rate as designed and submitted, allowing for EV Charging Station installations within our service territory, effective June 8, 2021, upon approval of 2nd reading

**COMMISSION MEETING MINUTES
TUESDAY, MAY 25TH, 2021**

4

MOTION: Move to approve Ordinance G-21-03 as presented.

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

6. Ordinance G-21-04 an Ordinance to amend Chapter 42 of the City of Coffeyville Code of Ordinances by adding a new article for the purpose of establishing wireless and wireline infrastructure and pole attachment standards.
- City Attorney Paul Kritz stated that several months ago the city engaged Penny Speake with Healy Law offices to assist with the negotiations of a small cell agreement with U.S. Cellular. Healy Law specializes in utility regulatory matter and Ms. Speake thought we should have a right of way ordinance. Mr. Kritz noted some of the provisions in the memorandum provided by Ms. Speake. The proposed Rights of Way Ordinance is to enable and authorize the City to enter into agreements and contracts with various types of service providers, including telecommunication, cable, broadband, small cell wireless providers, as well as the infrastructure providers for these various service entities; and to enable the city's ability to regulate its rights of way and regulate the entities permitted to operate within the city's rights of way. In addition, there are specific state statutes which require the city to enact ordinances. With regard to the service providers listed above and use of the city's rights of way. Mr. Kritz noted that there are certain statutes that require the city to act pursuant to its ordinances and regulations. Without the requisite ordinances and regulations, the city is not empowered or enabled to perform the necessary regulatory functions. The proposed Rights of Way Ordinance is worded to enable the city to enter into agreements and contracts which will involve the permitted use and regulation of its rights of way, to empower the city to assess fair and reasonable rates for the utilization of the city's infrastructure and rights of way, as well as ultimately enforce those agreements and contracts in the event that should become necessary. The goal was to provide a rather generic authorization which will afford the city the necessary flexibility to negotiate separate, individual and distinct agreements. These agreements will no doubt vary in countless ways, but the goal of the ordinance is ultimately to allow the city sufficient and necessary flexibility to accommodate the individualized circumstances of each service entity fairly and in a nondiscriminatory fashion.

MOTION: Move to approve Ordinance G-21-04 as presented.

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

7. City Manager's Report

Director of Finance Stephanie Richardson asked Rick Whitson from the Montgomery County Emergency Management to give an update on COVID. Mr. Whitson came to the podium and stated that he has spoken to the EOC, KDEM, KDHE and Dr. Norman recently and the reality is the masks are entirely up to each entity. He stated that there has not been an active case in Montgomery County for about a week and only added one in Kansas the last day or two. Mr. Whitson noted that as a county we are at about a 27% vaccination rate and it has completely stalled. He stated that the state's disaster declaration was supposed to expire on May 30th but informally they have agreed to give an extension of 30 days with a possibility of more. The county's disaster declaration is in effect until rescinded but we will continue to follow the state's guidelines. Mr. Whitson said that you do not have to wear a

**COMMISSION MEETING MINUTES
TUESDAY, MAY 25TH, 2021**

5

mask if you have been vaccinated but it is ultimately up to each jurisdiction. He noted that there is nowhere in the state of Kansas requiring proof of vaccination. In his opinion, you either mask everyone or you don't. Mrs. Richardson then continued with the City Manager's report starting with Memorial Day. She noted that the city office will be closed Monday, May 31st and the trash schedule will adjust to push everyone back a day. The cemetery staff is in preparation for the holiday and crews are mowing as weather permits. With all the rain it is asked that when visiting the cemeteries please stay on the pathways to avoid damage to the grounds. Any flowers and decorations placed for Memorial Day will need to be picked up by Sunday, June 6th and any items left after that date will be picked up cemetery staff in order to continue cemetery maintenance. Mrs. Richardson announced that the Aquatic Center is scheduled to open on Saturday, May 29th at 1:00 pm. The hours will be 1:00-6:00 pm daily, \$3 per visitor ages 3 and up. It was mentioned that crews have installed the flagpole at 8th and Elm for the Union Pacific Pocket Park. On the Highland Road Project it was noted that crews are installing in under curb drainage pipe on the west side of Highland. 40 working days have been utilized or 15.5% of the project is complete. The 10th Street Sidewalk Project is approximately 90% complete and they have used 57% of their time. Mrs. Richardson then gave the reminder that the deadline for the Commissioner applications is June 1st at noon. Applications and \$70 must be submitted to the County Clerk's office in Independence. Applications are available at the County Clerk's office or on the city website.

8. Comments from Commissioners and Staff

Commissioner York wanted everyone to know that the flagpole at 8th and Elm was donated so it was private funding that bought the pole. He thanked First Baptist Church for the little park they put in on their parking area, it's a wonderful addition. He then announced the movie premiere of "Death Alley" based on the true story of the Dalton Raid that will show June 4th, 5th and 6th at the FKHS Theater. Tickets can be purchased on-line or at the Chamber office. Vice Mayor Doane reiterated the June 6th date of picking up items placed at the cemetery to be picked up. He stated that he has been bombarded by people asking him about mowing letters. Director of Engineering Services came to the podium and stated that as of yesterday they have cease sending out letters due to recent weather conditions. They then discussed the process of weed lot mowing including how/when pictures are taken and what the timeline is.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales Tax – April 2021
2. Coffeyville Police Department Crime Statistics – April 2021
3. Library Board of Trustees Minutes – April 2021

M. ADJOURN

MOTION: Move to Adjourn

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

Time the meeting was adjourned: 7:26

Date the minutes were approved:

ORDINANCE NO. G-21-03

AN ORDINANCE ADOPTING AN ELECTRIC RATE SCHEDULE FOR ELECTRIC VEHICLE CHARGING STATIONS PURSUANT TO SECTION 42-6 OF THE CODE OF ORDINANCES OF THE CITY OF COFFEYVILLE, KANSAS.

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

Section 1. That pursuant to Section 42-6 of the Code of Ordinances of the City of Coffeyville, Kansas, Electric Rate Schedule GS-EVCS-21, as attached hereto, be and is hereby adopted.

Section 2. This Ordinance shall be effective upon publication of a summary ordinance in the official city newspaper.

Passed and approved on this 8th day of June, 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

ORDINANCE NO. G-21-04

AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES OF THE CITY OF COFFEYVILLE, KANSAS, BY ADDING A NEW ARTICLE II, DIVISION 4, FOR PURPOSES OF ESTABLISHING WIRELESS AND WIRELINE INFRASTRUCTURE AND POLE ATTACHMENT STANDARDS AND REQUIREMENTS.

WHEREAS, K.S.A. 12-1001 et seq. and K.S.A. 13-101 et seq. confers on the City of Coffeyville, Kansas, certain powers of first-class cities with a commission/city manager form of government, including the authority and such powers as are consistent with the Constitution of the State of Kansas; and

WHEREAS, the City of Coffeyville, Kansas desires to promote the management of the Rights-of-Way in the overall interest of public health, safety and welfare, and encourage both wireline and wireless infrastructure investment by providing a fair and predictable process for the development of wireline and Wireless Facilities; and

WHEREAS, the City Commission of the City of Coffeyville wishes to create Chapter 42, Article II, Division 4, to provide regulations that are compliant with state and federal law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COFFEYVILLE, KANSAS, AS FOLLOWS:

SECTION 1. Chapter 42 of the Code of Ordinances is hereby amended, to add a new Article II, Division 4, as follows:

“DIVISION 4. WIRELINE AND WIRELESS INFRASTRUCTURE AND POLE ATTACHMENT STANDARDS AND REQUIREMENTS.

Section 42-122 - Purpose and Scope.

(a) The purpose and intent of this Division 4 is to provide a uniform and comprehensive set of regulations and standards for the Authorizing, Permitting, development, Collocation, installation, design, operation and maintenance of wireline and wireless telecommunications, cable, broadband, and video Facilities in the City of Coffeyville. These regulations are intended to prescribe clear and reasonable criteria to assess and process Applications in a consistent and expeditious manner, while reducing the impacts associated with wireline and wireless telecommunications, cable, broadband, and video Facilities. This Division 4 provides standards necessary to: (1) preserve and promote harmonious land uses and the public Rights-of-Way in the City; (2) promote and protect public health and safety, community welfare, visual resources, and the aesthetic quality of the City consistent with the goals, objectives and policies of the City; (3) provide for the orderly, managed, and efficient development of wireline and wireless telecommunications, cable, broadband, and video Facilities in accordance with the state and federal laws, rules, and regulations; and (4) encourage new and more efficient technology in the provision of wireline and wireless telecommunications, cable, broadband, and video Facilities.

(b) This Division 4 is not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services; (2) prohibit or effectively prohibit any entity's ability to provide any interstate

or intrastate telecommunications, cable, broadband, or video service, subject to any competitively neutral and nondiscriminatory rules or regulation for Rights-of-Way management; (3) unreasonably discriminate among Providers of functionally equivalent services; (4) deny any request for Authorization to place, construct or modify personal wireless service Facilities on the basis of environmental effects of radio frequency emissions to the extent that such Wireless Facilities comply with the FCC's regulations concerning such emissions; (5) prohibit any Collocation or modification that the City may not deny under federal or state law; or (6) otherwise authorize the City to preempt any applicable federal or state law.

(c) This Division 4, along with any executed pole attachment agreement, Small Cell Facility deployment agreements, or Rights-of-Way agreements may be amended, modified, vacated or terminated at any time to comply with state and/or federal laws and/or regulations, as well as the ruling of a Court of Law of competent jurisdiction which addresses issues regarding utilization of Rights-of-Way, Pole Attachments or Wireless Facilities and/or any FCC order or ruling.

Section 42-123 - Severability.

If any section, subsection, sentence, clause, phrase, or word of this Division 4 is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this ordinance. The City Commission of the City of Coffeyville hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or words might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 42-124 - Definitions.

(a) For the purposes of this Division 4, the following defined terms shall have the meaning set forth in this Division unless the context clearly indicates or requires a different meaning.

- (1) "Accessory Equipment" means any equipment serving or being used in conjunction with an Attachment or Facility or Facility Support Structure including, but not limited to, utility or transmission equipment, switches, wiring, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or similar structures associated with an Antenna located at the same fixed location as the Antenna, and, when Collocated on a structure, is mounted or installed at the same time as such Antenna.
- (2) "Antenna" means communications equipment that transmits or receives electromagnetic radio signals used in the provision of wireless services.
- (3) "Applicable Codes" means uniform building, fire, electrical, plumbing or mechanical codes adopted by a recognized national code organization or local amendments to those codes, as adopted by the City of Coffeyville, Kansas, (i.e., NEC, NESC, OSHA, etc.).

- (4) “Applicable Standards” means all applicable engineering and safety standards governing the installation, maintenance, and operation of Attachments and Facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Codes (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this ordinance, and other reasonable safety and engineering requirements of the City, provided such requirements of the City are applied on a non-discriminatory basis to utility and attaching entities and all other users, and provided further that such requirements of the City are consistent with this ordinance. All future updates or revisions of said Applicable Standards are hereby incorporated herein.
- (5) “Applicant” means any person or entity that submits a Collocation, Attachment or Authorization Application and the agents, employees and contractors of such person or entity.
- (6) “Application” means a written submission to the City of Coffeyville, Kansas requesting a Permit or Authorization of the deployment, or Collocation of an Attachment or Facility at a specified location.
- (7) “Attachment(s)” means any equipment that is placed on or around City Poles or Support Structure. All such Attachments are subject to the requirements in this ordinance and the associated Agreement with the City.
- (8) “Capacity” means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- (9) “City” means the City of Coffeyville, Montgomery County, Kansas.
- (10) “Collocate or Collocation” means to install or mount an Antenna on a Wireless Support Structure for the purpose of transmitting and/or receiving radio frequency signals whether or not there is an existing Antenna on the Wireless Support Structure and/or to modify an existing Wireless Support Structure for the purpose of installing or mounting an Antenna on such structure all in compliance with Applicable Standards, Codes, regulations and/or ordinances.
- (11) “Communications Service” means a cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.
- (12) “Communications Service Provider” means a cable operator, as defined in 47 U.S.C. 522(5), as amended; a Provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a Wireless Provider.

- (13) “Communication Space” means that space located above the common space on the Pole and below the Communication Worker Safety Zone. No Communications Facilities shall be located in the common space or the Communications Worker Safety Zone under this ordinance unless mutually agreed otherwise by the Applicant and the City.
- (14) “Communication Worker Safety Zone” means that dedicated space on a Pole that separates the City’s Supply Space from the Communication Space. No power supply facilities or Wireless Facilities shall be allowed in the Communication Worker Safety Zone.
- (15) “Electrical Supply Space” or “Supply Space” means that portion of a Utility Pole which is determined to be usable for electric power supply and that is located between the topmost location of the Communication Worker Safety Zone and the top of the Pole.
- (16) “Emergency” means a situation exists which, in the reasonable discretion of the City or an Occupant, if not remedied immediately, poses an imminent threat to public health, life, safety, damage to property or a service outage.
- (17) “Facility” means any equipment that is placed on or about any Poles or Support Structures, including underground, for the provision of wireline or wireless telecommunication, broadband, cable or video services.
- (18) “FCC” means the Federal Communications Commission of the United States.
- (19) “Fee” means a one-time charge.
- (20) “Franchise” or “State Franchise” means an agreement between the state of Kansas and an Applicant which grants the Applicant the privilege to provide telecommunication, broadband, cable and/or video services within the state of Kansas.
- (21) “Historic District” or “Historic Landmark” means a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C.
- (22) “Infrastructure Provider” means any person that builds or installs communication transmission equipment, Facilities, support structures, or Utility Poles and that is not a telecommunication, broadband, cable, or video services Provider but is acting as an agent or a contractor for such a Provider.
- (23) “Law” means a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

- (24) “Make Ready” means all work that the City or the Occupant reasonably determine to be required prior to attachment by the Applicant to accommodate the Attachment or Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of existing Attachments and/or Facilities, inspections, engineering work, Permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), Pole replacement and construction, but does not include routine maintenance.
- (25) “Micro Wireless Facility” means a Small Wireless Facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior Antenna, if any, no longer than 11 inches.
- (26) “Pole,” unless specified otherwise, means a utility Pole owned or operated by the City in the public Rights-of-Way.
- (27) “Occupant” means any person, firm, corporation, association, utility, or entity, which enters upon the Rights-of-Way of the City, or in any manner establishes a physical presence on, upon, in or over the Rights-of-Way of the City, for the purpose of installing, construction, maintaining or operating lines, conduits, wires, fiber optic wires, cables, pipes, pipelines, poles, towers, vaults or appliances, or related Facilities or appurtenances thereto.
- (28) “Permit” or “Authorization” means the approved Application issued by the City after all reviews are completed by the appropriate City departments in response to a Permit or Authorization Application being granted. A Permit or Authorization, after all Make Ready work is completed, provides permission to an Occupant to utilize the City’s Rights-of-Way for the placement, Modification, or removal on or from the City’s Poles, Support Structures, or area within the City’s Rights-of-Way of a specific Attachments or Facilities identified in the Application.
- (29) “Person” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.
- (30) “Pole,” “City Pole,” “Municipal Pole” or “Utility Pole” means an electrical distribution Pole, which the highest voltage on such Pole is equal to or less than 15 kilo volts, or any other Pole, a street light Pole, or similar structure that is used in whole or in part for electric distribution, lighting, traffic control, or a similar function; that the City owns and is maintained by the City. It shall not include electric transmission structures, or any other structure(s) owned and/or maintained by the City.
- (31) “Provider” means a person who provides wireline or wireless telecommunications, broadband, cable, or video services and includes a person who provides the infrastructure either wireline or wireless for the provision of such telecommunications, broadband, cable and/or video services. It includes without limitation, Communication Service Providers, Cable and Video Service Providers and Infrastructure Provides for these services.

- (32) “Public Safety Agency” means the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.
- (33) “Rate” means a recurring charge.
- (34) “Rights-of-Way” means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Rights-of-Way does not include any City-owned aerial lines.
- (35) “Small Cell Facility” means a Wireless Facility that meets each of the following qualifications:
- (i) Each Antenna is located inside an enclosure of no more than six cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna’s exposed elements could fit within an imaginary enclosure of no more than six cubic feet in volume; and
 - (ii) Accessory Equipment enclosures that are no larger than 17 cubic feet in volume; and
 - (A) The Wireless Facilities are mounted on structures 50 feet or less in height including their Antennas, or
 - (B) are mounted on structures no more than 10 percent taller than other adjacent structures, or
 - (C) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater; and
 - (iii) The Facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified by the FCC.
- (36) “Support Structure” means a Pole, tower, base station, or other structure, whether or not it has an existing Antenna Facility, that is used or to be used for the provision of telecommunication, broadband, cable, or video service.
- (37) “Unauthorized Attachment” means any Attachment or Facility of any kind placed on or around a City Pole(s) or Support Structure without such Authorization as is required by this ordinance.
- (38) “Wireless Facility” means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including:
- (i) equipment associated with wireless communications; and
 - (ii) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and

comparable equipment, regardless of technological configuration. Wireless Facility includes Small Cell Facilities.

Wireless Facility does not include Wireline Backhaul Facilities, coaxial or fiber optic cable that is between Wireless Support Structures or Utility Poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an Antenna.

- (39) “Wireline Backhaul Facility” means a physical transmission path all, or part, of which is within the Rights-of-Way, used for the transport of communication data by wire from a Wireless Facility to a network.

Section 42-125 – Authority for Attachments

- (a) The City is authorized to negotiate and enter into pole attachment agreements, small cell wireless facility deployment agreements and Rights-of-Way license agreements to Authorize or Permit Occupants to utilize the City’s Rights-of-Way.
- (b) No Attachment or Wireless Facility shall be placed on or around any City Poles or modified until (i) Applicant has a pole attachment agreement, small cell wireless facility deployment agreement or a Rights-of-Way license agreement executed by the City, (ii) an Application has been submitted by the Provider, a Permit or Authorization is granted by the City, and all Make Ready work is completed, all in accordance with Section 42-126 of this ordinance, and (iii) Applicant has obtained all necessary permits, licenses, consents, certifications and approvals from all governmental authorities and other parties in connection therewith.

Section 42-126 – Authorization from City Required

- (a) Authorization from City Required. No person, firm, corporation, association, utility, or entity, shall enter upon the Rights-of-Way of the City, or in any manner establish a physical presence on, upon, in or over the Rights-of-Way of the City, for the purpose of installing, construction, maintaining or operating lines, conduits, wires, fiber optic wires, cables, pipes, pipelines, poles, towers, vaults or appliances, or related Facilities or appurtenances thereto, without the express written permission of the City. The permission of the City may be granted by a pole attachment agreement, a small cell wireless facilities deployment agreement, a Rights-of-Way license agreement or such other agreement as the City determines best protects the public interest in the Rights-of-Way.
- (b) Permitted Use. Wireline Pole Attachments, Small Cell Facilities, Wireless Facilities, overhead and underground fiber Facilities shall be classified as Permitted Uses and subject to administrative review in accordance with the requisite agreement or such other agreement with the City as authorized by this Division 4 and subject to zoning review.

- (c) City May Deny Authorization or Permission. The City may prohibit the use or occupation of specific portions of the City's Rights-of-Way due to a reasonable public interest necessitated by public health, safety, and welfare so long as the authority is exercised in a competitively neutral manner and is not unreasonable or discriminatory. A reasonable public interest shall include the following: (i) The prohibition is based upon a recommendation of the city engineer, is related to public health, safety and welfare and is nondiscriminatory among Providers, including incumbent Providers; (ii) the Provider has rejected a reasonable, competitively neutral and nondiscriminatory justification offered by the City for requiring an alternate method or alternate route that will result in neither unreasonable additional installation expense nor a diminution of service quality; (iii) the City reasonably determines, after affording the Provider reasonable notice and an opportunity to be heard, that a denial is necessary to protect the public health and safety and is imposed on a competitively neutral and nondiscriminatory basis; or (iv) the specific portion of the public Rights-of-Way for which the Provider seeks use and occupancy is environmentally sensitive as defined by state or federal law or lies within a previously designated Historic District as defined by this ordinance.
- (d) If the City denies a request to use or occupy a specific portion of the public Rights-of-Way, the requester shall be served a notice of such denial by first class mail. The notice shall indicate that the requester shall have ten (10) days from the date of receipt of the notice to request a public hearing by the Coffeyville City Commission concerning the denial. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the denial before the City Commission. The hearing shall be held by the City Commission within thirty (30) days after the filing of the request therefore, and the potential occupant shall be advised by the City of the time and place of the hearing. Following the public hearing, if the City Commission denies a potential occupant's request to use or occupy a specific portion of the public Rights-of-Way, such determination may be appealed to district court.

Section 42-127 – Fees, Rates, and Make Ready Work

- (a) Fees and Rates. The City may assess Fees and Rates for Application for and use of the City's Rights-of-Way to include: (i) A recurring Rate ; (ii) a recurring Attachment Rate; (iii) a one-time Application or Permit Fee; (iv) a recurring underground license Fee;(v) an excavation Fee for each street or pavement cut; (iv) An inspection Fee for each inspection conducted; (vi) repair, restoration or corrective costs associated with repairing and restoring the City's Rights-of-Way because of damage caused by the Provider, its assigns, contractors, and/or subcontractors in the Rights-of-Way or failure to maintain Attachments or Facilities; (vii) an Unauthorized Attachments Fee; and (viii) require a performance bond, in a form acceptable to the City, from a surety licensed to conduct surety business in the state of Kansas, insuring appropriate and timely performance in the construction and maintenance of Facilities located in the City's Rights-of-Way. All such Fees and Rates shall be in accordance with federal and state laws.

- (b) Make Ready. The Cost of all Make Ready shall be solely the responsibility of the Provider. The Applicant will cause the Make Ready work to be performed in accordance with the executed agreement with the City and pursuant to a schedule that avoids conflict or interference with the City's prior work commitments and regular business operations.
- (c) Costs.
 - (i) Applicants shall be responsible for entering into an agreement with any existing other attaching entities to reimburse them for any costs that they incur in rearranging or transferring their Facilities to accommodate the Applicant's Attachment(s) or Facilities.
 - (ii) Applicants shall pay the actual and documented costs incurred by the City to upgrade or replace Poles or Support Structures to which the Applicant's Facilities are Attached if the upgrade or replacement is required solely due to the addition or Modification of the Applicant's Facilities or equipment, and to pay its proportionate share of the costs incurred by City to upgrade or replace Poles or Support Structures if the upgrades or replacements directly benefit the Applicant and other users to such Poles or Support Structures and are made to meet the City's service needs, are made at the request of the Provider or an additional Attaching party, or are made as a result of governmental order or regulation.

Section 42-128 – Placement and Collocation Requirements and Conditions

The following represent requirements and conditions applicable to the placement of Attachments and Facilities under this Division 4.

- (a) City Priority. The City's use of Poles or Support Structures for its own business operations will take precedence over all other uses of Poles or Support Structures.
 - (i) The City is not required to maintain any Poles or Support Structures for a period longer than is necessitated by its own service requirements. In the event the City determines that it will no longer maintain a Pole or Support Structure upon which any Attachment or Facilities are attached, the City will send the relevant Providers written notice that it will no longer maintain the Pole or Support Structure. In such event, the City may, in its sole discretion, offer the Provider alternative space on another Pole or Support Structure for the Provider's Attachment or Facilities, provided that such alternative space on a Pole or Support Structure are available. However, the City is not obligated to offer such alternative to a Provider.

- (b) Space Reservation. The City is authorized to grant access to Utility Poles and Support Structures subject to a reservation of space to reclaim such space, when and if needed, to meet the City's core utility purpose or documented City plan projected at the time of the Application.
- (c) Installation and Maintenance. All Providers are required, at their sole cost and expense, to install, maintain, repair, Modify and remove their Attachments or Facilities in safe condition and good repair in accordance with all Applicable Standards and Specifications and of all applicable national, regional, state, local and municipal laws, statutes, ordinances, rules, and regulations.
- (i) In the event the City provides maintenance, transfer, removal replacement and/or relocation services to any Provider as a result of the Provider failing to perform such services after notice given, then that Provider is required to the City all actual and documented costs incurred as a result of the maintenance, transfer, removal, replacement and/or relocation of that Provider's Attachments, Facilities, or ground equipment.
- (ii) In the event that notice is provided by a governmental body that a Provider's or its Carrier's use of any City Pole hereunder is in violation of any municipal, state or federal law, statute, ordinance, rule or regulation, over which said governmental entity has jurisdiction, or is not authorized by Permit, license or other approval required from any governmental body, or in the event notice is provided by a property owner or joint owner of the pole of such violation or unauthorized use, the City may elect, in its sole discretion, by written notice to the Provider to revoke any Permit or Authorization granted under this ordinance authorizing the Provider's use of said Pole. In the event the City elects to revoke such Permit or Authorization, the Provider is required to remove its Attachments and Facilities at Provider's sole cost and expense, within sixty (60) days from the date of the City's revocation notice.
- (iii) The City is authorized to make periodic inspections of all Attachments and Facilities located on or about City Poles or City Support Structures, or a portion of same, as often as conditions warrant. If the City determines that corrections or changes need to be made to meet the Applicable Standards and Specifications, all Wireless Services Providers are required to make such corrections or changes to be made at their own expense.
- (iv) Due to safety concerns, all Poles where Antennas are to be installed must be bucket truck accessible and only on distribution or street light Poles.
- (v) All Providers are required to discuss design and mounting of all Antennas with Coffeyville City Electric Department prior to installation.

- (d) Code and Law Compliance. All Providers shall comply with all Applicable Standards, Codes, and local code provisions and/or regulations that concern public safety. Disconnect, meter, and Antenna equipment must be installed to comply with Coffeyville City Utility Department construction standards. Driven Pole grounds shall be required for each Antenna installation and installed per Applicable Code at a distance of four (4) feet from the Pole. Providers shall also comply with all Historic District preservation laws and requirements.
- (e) Protective Equipment. All Providers, their carriers, their employees, and contractors, at their own expense, shall utilize and install adequate protective equipment as required by the Applicable Standards and Specifications to ensure the safety of people and Facilities. The Wireless Services Providers shall at their own expense install protective devices designed to handle the voltage and current impressed on their Facilities in the event of a contact with the supply conductor. The City shall not be liable for any actual or consequential damages to the Wireless Services Providers' employees or Facilities.
- (f) Aesthetic Standards. Providers shall comply with written aesthetic standards that are generally applicable for decorative utility Poles, or reasonable stealth, concealment and aesthetic requirements that are published by the City. All aesthetics must be mutually agreed to by the Provider and the City prior to installation. The City's published Aesthetic Standards are located on the City's web page and are incorporated herein by reference.

Section 42-129 – Audits and List of Attachments/Facilities and Locations

- (a) Providers and Occupants shall install their Attachments and Facilities only in the locations Authorized and Permitted by the City.
- (b) The City may revoke a Provider's or Occupant's Permit or Authorization to use a Pole or Support Structure for non-compliance with a term or terms of this ordinance or non-compliance with the Agreement with the City, subject to the notice and right to cure procedures for a default in the Agreement with the City.
- (c) Upon request by the City or an Occupant, but not more often than once every five (5) years, an official audit will be conducted to determine the number, type and locations of all Facilities located on or about City Poles and/or City Support Structures. The Cost of said audit shall be split proportionally between all the Providers.
- (d) All Providers shall maintain a list of their Attachments and Facilities with locations and shall provide said list to the City on December 31st of each year.

Section 42-130 - Exceptions to Applicability

- (a) Nothing in this Division 4 authorizes a person to Attach or Collocate Facilities as follows:
 - (i) Unless otherwise mutually agreed, this ordinance does not authorize the use of the City's transmission structures, which are those structures used to support electric circuits of 69,000 volts and higher.
 - (ii) Property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within Rights-of-Way, or a privately-owned utility pole or Support Structure without the consent of the property owner; or
 - (iii) Property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district.

Section 42-131 - Abandonment

An Attachment or Facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the Attachment or Facility is required to remove the Attachment or Facility within ninety (90) days after receipt of written notice from the City notifying the Provider of the abandonment. If the Attachment or Facility is not removed within ninety (90) days of such notice, the City may remove or cause the removal of such Attachment or Facility pursuant to the terms of its agreement with the City at the sole cost of the Provider and without any liability to City arising therefrom.

Section 42-132 – Insurance.

At all times, a Provider has Facilities or Attachments on or around City Poles or Support Structures, the Provider shall keep in force and affect all insurance policies as required in the Agreement with the City.

Section 42-133 – Indemnification.

- (a) Any Providers who place Attachment(s) or Facilities on or about the City's Pole or Support Structures shall defend and hold harmless the City, its commissioners, officers, employees, agents, contractors, subcontractors, successors and assigns from and against any and all third party claims, including any claims by its carriers, demands, actions, causes of action, liabilities, judgments, obligations, costs or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation reasonable attorneys' fees and costs, as required by the Provider's agreement with the City.

- (b) In no event will the City be liable for any noise, induced voltages, currents or other interference affecting any Providers' Attachments or Facilities, unless caused by the City's intentional misconduct. All Providers who construct or Attach any device or Facility to any City Pole or City Support Structure accepts the use of those City Poles and City Support Structures in their as-is, where -is condition, with all faults.
- (c) All Providers shall conduct their operations, and insure those of its carriers, and otherwise use or occupancy of City's Rights-of-Way in compliance with all applicable Environmental Laws and shall not cause any hazardous materials to be introduced to or handled on or about the City's Rights-of-Way. Licensee shall indemnify and shall defend and hold harmless the City and all other Indemnitees from and against any suits, damages, injuries, costs and expenses of any kind including, without limitation, court costs, reasonable attorney and consultant fees, remediation costs, fines and penalties, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any violation hereunder by the Provider, its carriers, its employees, agents, or contractors of any Environmental Laws; or (b) the presence, release or threatened release of any hazardous materials at, on or about the City's Rights-of-Way caused by the Provider, its carriers, its agents, employees, contractors, subcontractors, or any entity in privity with or providing a benefit to the Provider; provided, however, that the Provider shall have no obligation to so indemnify any Indemnatee from such Indemnatee's own negligence or misconduct. The foregoing indemnification provisions and obligations shall survive any repeal of this ordinance or termination of the Agreement with the City.
- (d) Municipal Liability Limits. No provision of this ordinance or any agreement between the Provider and the City is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this ordinance or in any agreement between the Provider and the City under which a Provider indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this ordinance or in any agreement between the Provider and the City.

Section 42-134 - Notification.

- (a) All Providers are required to maintain a staffed 24-hour emergency telephone number, not available to the general public, where the City can contact the Provider to report damage to that Provider's Attachments or Facilities or other situations requiring immediate communications between the Provider and the City. Such contact person shall be qualified and able to respond to the City's concerns and requests regarding its Attachments or Facilities. Failure to maintain an emergency contact shall eliminate the City's liability to that Provider for any actions that the City deems reasonably necessary given the specific circumstances.

Section 42-135 - Force Majeure.

If either the City or a Provider is prevented or delayed from fulfilling any provision of this ordinance or any provision of the agreement between the Provider and the City by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the City or the Provider delayed in performing the acts required by this ordinance of the agreement between the Provider and the City, then performance of such acts shall be excused for the period of the unavoidable delay, and the entity affected shall endeavor to remove or overcome such inability as soon as reasonably possible.

Section 42-136 - Penalty and Repeal Provision.

- (a) Any person, firm, corporation, association, utility, or entity, or agent, contractor or subcontractor thereof, violating any provision of this article, shall be guilty of a municipal offense, and shall upon conviction be subject to a maximum fine of \$500.00. Each day of violation shall constitute a separate and distinct offense.
- (b) All ordinances or portions of ordinances in conflict with this Division 4 are hereby repealed.”

SECTION 2. This ordinance shall be in full force and effect from and after the date of its passage and publication of a summary thereof.

PASSED BY THE CITY COMMISSION OF COFFEYVILLE, KANSAS THIS 8th DAY OF JUNE, 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM:

Paul Kritz, City Attorney

**City of Coffeyville
Department Codings**

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

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
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01-50285 ALLEN MONUMENTS LLC							
I-2593		RESET PAD-TOSH	200.00				
5/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: Y			
		RESET PAD-TOSH		010 5-163-478	PROFESSIONAL SERVICES	200.00	
		=== VENDOR TOTALS ===	200.00				
=====							
01-50300 ALLGEIER, MARTIN & ASSOCIATES,							
I-7020001M-10		PAY #10-CVR EXPANSION REVIEW	86.00				
5/21/2021	AP	DUE: 6/20/2021 DISC: 6/20/2021		1099: N			
		PAY #10-CVR EXPANSION REVIEW		760 5-000-478	PROFESSIONAL SERVICES	43.00	
		PAY #10-CVR EXPANSION REVIEW		900 5-026-478	PROFESSIONAL SERVICES	21.50	
		PAY #10-CVR EXPANSION REVIEW		900 5-027-478	PROFESSIONAL SERVICES	21.50	
		=== VENDOR TOTALS ===	86.00				
=====							
01-00117 AMAZON CAPITAL SERVICES							
I-1N7D-9Q1Y-HGQ1		HDMI EXTENDER-TRAINING ROOM	59.99				
5/22/2021	AP	DUE: 5/22/2021 DISC: 5/22/2021		1099: N			
		HDMI EXTENDER-TRAINING ROOM		010 5-023-518	COMPUTER SUPPLIES	59.99	
I-1QDX-7K4P-DWJR		CARBURETOR WITH SPARK PLUG	33.49				
5/25/2021	AP	DUE: 5/25/2021 DISC: 5/25/2021		1099: N			
		CARBURETOR WITH SPARK PLUG		010 5-163-620	EQUIPMENT MAINTENANCE	33.49	
I-1YH7-K6WL-9XQR		VACUUM FILTER-NEW GEN	15.58				
5/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: N			
		VACUUM FILTER-NEW GEN		800 5-030-520	DEPARTMENT SUPPLIES	15.58	
		=== VENDOR TOTALS ===	109.06				
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01-50590 ARKANSAS ELECTRIC COOPERATIVES							
I-03996652		SAFETY GLOVE TESTING X 54	321.30				
5/28/2021	AP	DUE: 5/28/2021 DISC: 5/28/2021		1099: N			
		SAFETY GLOVE TESTING X 54		800 5-020-672	SAFETY EQUIP TESTING	321.30	
		=== VENDOR TOTALS ===	321.30				
=====							
01-50637 ASCENT AVIATION GROUP, INC.							
I-M254193		CREDIT CARD SWIPE MACHINE	200.00				
5/25/2021	AP	DUE: 5/25/2021 DISC: 5/25/2021		1099: N			
		CREDIT CARD SWIPE MACHINE		360 5-000-850	OTHER EQUIPMENT	200.00	

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-50637	ASCENT AVIATION GROUP, INC. (** CONTINUED **)						
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I-S024959		6/21 AVPOS USER SERVICE FEE	30.00				
6/01/2021	AP	DUE: 6/01/2021 DISC: 6/01/2021		1099: N			
		6/21 AVPOS USER SERVICE FEE		360 5-000-424	CONTRACTUAL AGREEMENTS	30.00	
=== VENDOR TOTALS ===			230.00				
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01-50670	ASPLUNDH TREE EXPERT COMPANY						
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I-63K02221		TREE TRIMMING THRU 5/15/21	5,560.00				
5/21/2021	AP	DUE: 5/21/2021 DISC: 5/21/2021		1099: N			
		TREE TRIMMING THRU 5/15/21		800 5-020-424	CONTRACTUAL AGREEMENTS	5,560.00	
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I-63X10921		TREE TRIMMING THRU 5/22/21	5,560.00				
5/28/2021	AP	DUE: 5/28/2021 DISC: 5/28/2021		1099: N			
		TREE TRIMMING THRU 5/22/21		800 5-020-424	CONTRACTUAL AGREEMENTS	5,560.00	
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=== VENDOR TOTALS ===			11,120.00				
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01-59760	AT&T						
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I-0521316A0726		5/21 CONSOLIDATED E911	661.53				
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N			
		5/21 CONSOLIDATED E911		510 5-000-416	COMMUNICATIONS	661.53	
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=== VENDOR TOTALS ===			661.53				
=====							
01-03869	ATMOS ENERGY						
=====							
I-ATMOS-KS-0004507		4/21 EAST, WEST METERS	852.16				
5/14/2021	AP	DUE: 5/14/2021 DISC: 5/14/2021		1099: N			
		4/21 EAST, WEST METERS		800 5-030-535	FUEL-GAS PURCHASE	852.16	
=====							
I-ATMOS-KS-0004508		4/21 NEW GEN METER A, B	10,342.00				
5/14/2021	AP	DUE: 5/14/2021 DISC: 5/14/2021		1099: N			
		4/21 NEW GEN METER A, B		800 5-030-535	FUEL-GAS PURCHASE	10,342.00	
=====							
=== VENDOR TOTALS ===			11,194.16				
=====							
01-03870	ATMOS ENERGY						
=====							
I-202105259246		312 E. 7TH ST.	59.09				
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N			
		312 E. 7TH ST.		800 5-020-494	UTILITIES	59.09	
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I-202105259247		612 SPRING ST.	373.14				
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N			
		612 SPRING ST-ED 40%		800 5-020-494	UTILITIES	149.26	
		612 SPRING ST-PP 60%		800 5-030-494	UTILITIES	223.88	

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-03870	ATMOS ENERGY	(** CONTINUED **)				
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I-202106039255		CITY FACILITY GAS CHARGES	1,246.84			
5/28/2021	AP	DUE: 6/27/2021 DISC: 6/27/2021		1099: N		
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	65.78
		CEMETERY SHOP		010 5-161-494	UTILITIES	122.71
		FIRE DEPARTMENT		010 5-041-494	UTILITIES	73.08
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	31.57
		POLICE IMPOUND		010 5-023-494	UTILITIES	52.21
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	142.29
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	142.29
		PUMP STATION		900 5-036-494	UTILITIES	148.08
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	75.89
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	53.89
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	155.99
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	183.06
=== VENDOR TOTALS ===			1,679.07			
=====						
01-00197	B.G. & SONS					
=====						
I-202105289251		5/25/21 WEED LOT MOWING	648.00			
5/25/2021	AP	DUE: 5/25/2021 DISC: 5/25/2021		1099: Y		
		5/25/21 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	648.00
=====						
I-202105289252		5/24/21 WEED LOT MOWING	308.00			
5/24/2021	AP	DUE: 5/24/2021 DISC: 5/24/2021		1099: Y		
		5/24/21 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	308.00
=====						
I-202105289253		CITY LOT MOWING THRU 5/14	2,300.00			
5/19/2021	AP	DUE: 5/19/2021 DISC: 5/19/2021		1099: Y		
		CITY LOT MOWING THRU 5/14		010 5-163-424	CONTRACTUAL AGREEMENTS	2,300.00
=== VENDOR TOTALS ===			3,256.00			
=====						
01-00337	BLUBOOTHS OF KANSAS, LLC					
=====						
I-SALES RCPT #4725		FR JEANS X 2-H. THOMAS	137.87			
6/01/2021	AP	DUE: 6/01/2021 DISC: 6/01/2021		1099: N		
		FR JEANS X 2-H. THOMAS		800 5-020-515	CLOTHING	137.87
=== VENDOR TOTALS ===			137.87			

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION		
=====								
01-51307	BRENNTAG SOUTHWEST, INC.							
I-BSW297007		POLYMER	1,166.22					
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N				
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,166.22		
I-BSW297008		POLYMER	2,332.44					
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N				
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	2,332.44		
I-BSW298747		CHLORINE	1,499.40					
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N				
		CHLORINE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,499.40		
I-BSW299051		POLYMER	3,498.66					
5/27/2021	AP	DUE: 6/26/2021 DISC: 6/26/2021		1099: N				
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	3,498.66		
I-BSW299052		POLYMER	2,332.44					
5/27/2021	AP	DUE: 6/26/2021 DISC: 6/26/2021		1099: N				
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	2,332.44		
		=== VENDOR TOTALS ===	10,829.16					
=====								
01-01250	BROWN SHOE FIT COMPANY OF COFF							
I-753443		UNIFORM SHOES-GRAHAM	120.00					
5/11/2021	AP	DUE: 6/10/2021 DISC: 6/10/2021		1099: N				
		UNIFORM SHOES-GRAHAM		010 5-041-515	CLOTHING	120.00		
I-753446		UNIFORM SHOES-MECOM	59.97					
5/12/2021	AP	DUE: 6/11/2021 DISC: 6/11/2021		1099: N				
		UNIFORM SHOES-MECOM		010 5-041-515	CLOTHING	59.97		
		=== VENDOR TOTALS ===	179.97					
=====								
01-00542	CALEB HORN							
I-202106039256		REIMBURSE FUEL-HAZMAT CALL	25.00					
5/30/2021	AP	DUE: 5/30/2021 DISC: 5/30/2021		1099: N				
		REIMBURSE FUEL-HAZMAT CALL		010 5-041-545	MOTOR FUELS/LUBRICANTS	25.00		
		=== VENDOR TOTALS ===	25.00					

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE						
I-601095/1		PUMP HOSE X 4	10.32				
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: N			
		PUMP HOSE X 2		010 5-163-620	EQUIPMENT MAINTENANCE	5.16	
		PUMP HOSE X 2		010 5-163-620	EQUIPMENT MAINTENANCE	5.16	
I-602490/1		AIR FILTER X 2	36.48				
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N			
		AIR FILTER		010 5-163-620	EQUIPMENT MAINTENANCE	18.24	
		AIR FILTER		010 5-163-620	EQUIPMENT MAINTENANCE	18.24	
I-602648/1		HEADLIGHT WIRING HARNESS	23.32				
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N			
		HEADLIGHT WIRING HARNESS		900 5-026-680	VEHICLE-PARTS	23.32	
I-602697/1		TRIMMER HEAD X 6	151.74				
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N			
		TRIMMER HEAD X 6		010 5-163-620	EQUIPMENT MAINTENANCE	151.74	
I-602738/1		CLEANER, PLUG, PLUG BOOT	9.66				
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N			
		CLEANER, PLUG, PLUG BOOT		370 5-000-620	EQUIPMENT MAINTENANCE	9.66	
I-603241/1		ANTIFREEZE X 4	11.28				
5/24/2021	AP	DUE: 6/23/2021 DISC: 6/23/2021		1099: N			
		ANTIFREEZE X 4		900 5-036-590	VEHICLE-EQUIP SUPPLIES	11.28	
I-603286/1		BATTERY	113.08				
5/24/2021	AP	DUE: 6/23/2021 DISC: 6/23/2021		1099: N			
		BATTERY		010 5-163-590	VEHICLE-EQUIP SUPPLIES	113.08	
I-603750/1		MOWER BLADE X 3	55.50				
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N			
		MOWER BLADE X 3		010 5-163-620	EQUIPMENT MAINTENANCE	55.50	
I-603759/1		BATTERY	90.48				
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N			
		BATTERY		370 5-000-590	VEHICLE-EQUIP SUPPLIES	90.48	
I-603777/1		FUEL LINE, SPARK PLUG	9.05				
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N			
		FUEL LINE, SPARK PLUG		900 5-036-620	EQUIPMENT MAINTENANCE	9.05	
I-603994/1		TAIL LIGHT BOARD,GREASE,BULB	20.36				
5/27/2021	AP	DUE: 6/26/2021 DISC: 6/26/2021		1099: N			
		TAIL LIGHT BOARD,LIGHT BULB		800 5-030-680	VEHICLE-PARTS	17.62	
		GREASE		800 5-030-545	MOTOR FUELS/LUBRICANTS	2.74	
		=== VENDOR TOTALS ===	531.27				

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57774	COAST TO COAST SOLUTIONS					
I-IVC0100447		FINGERPRINT CARD X 500	619.10			
5/17/2021	AP	DUE: 5/17/2021 DISC: 5/17/2021		1099: N		
		FINGERPRINT CARD X 500		110 5-023-520	DEPARTMENT SUPPLIES	619.10
		=== VENDOR TOTALS ===	619.10			
=====						
01-01069	COMMUNITY HEALTH CENTER OF SEK					
I-202106039257		PRE-EMPLOYMENT PHYSICAL	155.00			
5/11/2021	AP	DUE: 5/11/2021 DISC: 5/11/2021		1099: Y		
		PRE-EMPLOYMENT PHYSICAL		010 5-071-478	PROFESSIONAL SERVICES	155.00
I-202106039258		PRE-EMPLOYMENT PHYSICALS	1,423.00			
5/14/2021	AP	DUE: 5/14/2021 DISC: 5/14/2021		1099: Y		
		PRE-EMPLOYMENT PHYSICAL		010 5-041-478	PROFESSIONAL SERVICES	155.00
		PRE-EMPLOYMENT PHYSICAL X 8		010 5-163-478	PROFESSIONAL SERVICES	688.00
		PRE-EMPLOYMENT PHYSICAL X 4		370 5-000-478	PROFESSIONAL SERVICES	294.00
		PRE-EMPLOYMENT PHYSICAL X 4		450 5-000-478	PROFESSIONAL SERVICES	236.00
		DOT FIT FOR DUTY PHYSICAL		010 5-163-478	PROFESSIONAL SERVICES	50.00
		=== VENDOR TOTALS ===	1,578.00			
=====						
01-01065	COMMUNITY STATE BANK					
I-202106039259		PRE-PAID VISA CARD X 2	255.00			
5/24/2021	AP	DUE: 6/23/2021 DISC: 6/23/2021		1099: N		
		PRE-PAID VISA CARD-GRAHAM		010 5-041-521	SPECIAL EVENTS	125.00
		PRE-PAID VISA CARD-REARDON		010 5-041-521	SPECIAL EVENTS	130.00
		=== VENDOR TOTALS ===	255.00			
=====						
01-52150	COMPENSATING USE TAX					
I-202106039260		4/21 COMPENSATING USE TAX	79.12			
5/25/2021	AP	DRAFT 5/25/2021		1099: N		
		4/21 COMPENSATING USE TAX		800 5-020-590	VEHICLE-EQUIP SUPPLIES	79.12
		=== VENDOR TOTALS ===	79.12			
=====						
01-52224	CONSOLIDATED FLEET SERVICES, I					
I-2021M0017		SAFETY TEST 12 UNITS,304 TOOL	8,584.00			
5/13/2021	AP	DUE: 5/13/2021 DISC: 5/13/2021		1099: N		
		SAFETY TEST 12 UNITS,304 TOOLS		800 5-020-672	SAFETY EQUIP TESTING	8,584.00
		=== VENDOR TOTALS ===	8,584.00			

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-52341	COOK DIESEL & AUTOMOTIVE						
I-5865		INJECTION PUMP ASSEMBLY, COVE	1,533.70				
5/14/2021	AP	DUE: 5/14/2021 DISC: 5/14/2021		1099: N			
		INJECTION PUMP ASSEMBLY, COVER		900 5-026-680	VEHICLE-PARTS	1,533.70	
I-5869		TURBO KIT, GASKET	116.82				
5/18/2021	AP	DUE: 5/18/2021 DISC: 5/18/2021		1099: N			
		TURBO KIT, GASKET		900 5-026-680	VEHICLE-PARTS	116.82	
I-5871		TURBO ACTUATOR	519.38				
5/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: N			
		TURBO ACTUATOR		900 5-026-680	VEHICLE-PARTS	519.38	
		=== VENDOR TOTALS ===	2,169.90				
=====							
01-52347	CORE & MAIN LP						
I-0280723		METER YOKE GASKET X 25	6.25				
5/24/2021	AP	DUE: 5/24/2021 DISC: 5/24/2021		1099: N			
		METER YOKE GASKET X 25		900 5-026-840	METERS/INSTR/TRANFRMRS	6.25	
I-0305058		REPAIR CLAMP X 8	572.40				
5/28/2021	AP	DUE: 5/28/2021 DISC: 5/28/2021		1099: N			
		REPAIR CLAMP X 8		900 5-026-555	PLUMBING SUPPLIES	572.40	
		=== VENDOR TOTALS ===	578.65				
=====							
01-01090	COUNTRY MART						
I-184		BUNS	2.58				
5/21/2021	AP	DUE: 6/20/2021 DISC: 6/20/2021		1099: N			
		BUNS		370 5-000-507	CONCESSIONS	2.58	
		=== VENDOR TOTALS ===	2.58				
=====							
01-01175	DIGITAL CONNECTIONS, INC.						
I-54122		GEN #2 MAINT AGREEMNT,COPIES	39.47				
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N			
		GEN #2 MAINT AGREEMNT,COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	39.47	
		=== VENDOR TOTALS ===	39.47				

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01317 ECK HEAT & A/C, INC.						
I-7717-39102		BLOWER MOTOR, CONDENSOR	1,739.25			
5/22/2021	AP	DUE: 5/22/2021 DISC: 5/22/2021		1099: N		
		BLOWER MOTOR, CONDENSOR		680 5-000-610	BUILDING MAINTENANCE	1,739.25
=====						
I-7717-39112		MOTOR, FUSES, BELT, LABOR	1,979.46			
6/02/2021	AP	DUE: 6/02/2021 DISC: 6/02/2021		1099: N		
		MOTOR, FUSES, BELT, LABOR		680 5-000-610	BUILDING MAINTENANCE	1,979.46
=====						
I-7717-39114		MOTOR, FAN BLADE, CAPACITOR	1,146.60			
6/02/2021	AP	DUE: 6/02/2021 DISC: 6/02/2021		1099: N		
		MOTOR, FAN BLADE, CAPACITOR		680 5-000-610	BUILDING MAINTENANCE	1,146.60
=== VENDOR TOTALS ===			4,865.31			
=====						
01-53307 ENVIRONMENTAL PRODUCTS & ACCES						
I-251897		LEADER HOSE	174.25			
5/18/2021	AP	DUE: 5/18/2021 DISC: 5/18/2021		1099: N		
		LEADER HOSE		900 5-027-680	VEHICLE-PARTS	174.25
=== VENDOR TOTALS ===			174.25			
=====						
01-53435 FASTENAL COMPANY						
I-KSCOF105330		RESPIRATOR X 2	7.73			
5/17/2021	AP	DUE: 6/16/2021 DISC: 6/16/2021		1099: N		
		RESPIRATOR X 2		900 5-026-570	SAFETY EQUIPMENT	7.73
=====						
I-KSCOF105336		SAW BLADE	92.10			
5/17/2021	AP	DUE: 6/16/2021 DISC: 6/16/2021		1099: N		
		SAW BLADE		900 5-036-520	DEPARTMENT SUPPLIES	92.10
=====						
I-KSCOF105362		HEX WASHERS	10.06			
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N		
		HEX WASHERS		010 5-163-520	DEPARTMENT SUPPLIES	10.06
=====						
I-KSCOF105363		MARKING FLAGS	19.86			
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N		
		MARKING FLAGS		010 5-163-520	DEPARTMENT SUPPLIES	19.86
=====						
I-KSCOF105373		10" PLIERS	15.53			
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N		
		10" PLIERS		900 5-027-580	TOOLS	15.53
=====						
I-KSCOF105396		NUTS, SCREWS	17.20			
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N		
		NUTS, SCREWS		010 5-163-520	DEPARTMENT SUPPLIES	17.20
=== VENDOR TOTALS ===			162.48			

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-53495		FIELD GYMMY, INC.					
=====							
I-051321		SPRAY DEFLECTOR	81.11				
5/13/2021	AP	DUE: 6/12/2021 DISC: 6/12/2021		1099: N			
		SPRAY DEFLECTOR		900 5-037-680	VEHICLE-PARTS	81.11	
=== VENDOR TOTALS ===			81.11				
=====							
01-50170		FLEET SERVICES					
=====							
I-72135957		TRAVEL FUEL CARD CHARGES	63.19				
5/31/2021	AP	DUE: 5/31/2021 DISC: 5/31/2021		1099: N			
		TRAVEL FUEL CARD CHARGES		010 5-023-545	MOTOR FUELS/LUBRICANTS	63.19	
=== VENDOR TOTALS ===			63.19				
=====							
01-54032		GRAYBAR ELECTRIC COMPANY, INC.					
=====							
I-9321202066		FIBER SUSPENSION CLAMP X 5	2,101.92				
4/27/2021	AP	DUE: 4/27/2021 DISC: 4/27/2021		1099: N			
		FIBER SUSPENSION CLAMP X 5		720 5-000-850	OTHER EQUIPMENT	2,101.92	
=== VENDOR TOTALS ===			2,101.92				
=====							
01-01617		GRUNDY'S AUTOMOTIVE					
=====							
I-202106039261		BRAKE PADS, LABOR	125.00				
5/18/2021	AP	DUE: 5/18/2021 DISC: 5/18/2021		1099: Y			
		BRAKE PADS		010 5-023-680	VEHICLE-PARTS	40.00	
		REPLACE FRONT BRAKES		010 5-023-690	VEHICLE-LABOR	85.00	
=== VENDOR TOTALS ===			125.00				
=====							
01-54191		HAMILTON CASTER & MANUFACTURIN					
=====							
I-578233-KSCICO010		WHEEL X 4-TRAVELING BRIDGE	148.79				
5/18/2021	AP	DUE: 5/18/2021 DISC: 5/18/2021		1099: N			
		WHEEL X 4-TRAVELING BRIDGE		900 5-037-620	EQUIPMENT MAINTENANCE	148.79	
=== VENDOR TOTALS ===			148.79				
=====							
01-54380		HERCULES INDUSTRIES, INC.					
=====							
I-114131		UTILITY LOCKS X 96, KEYS X 20	965.76				
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N			
		UTILITY LOCKS X 96, KEYS X 20		800 5-020-520	DEPARTMENT SUPPLIES	965.76	
=== VENDOR TOTALS ===			965.76				

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

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=====						
01-54383	HERITAGE CRYSTAL CLEAN LLC					
=====						
I-16828654		30 GALLON DRUM MOUNT	242.00			
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N		
		30 GALLON DRUM MOUNT		800 5-030-520	DEPARTMENT SUPPLIES	242.00
=== VENDOR TOTALS ===			242.00			
=====						
01-52028	HILL MANUFACTURING COMPANY, IN					
=====						
I-90462		HILCO LUBE X 12	153.32			
5/14/2021	AP	DUE: 5/14/2021 DISC: 5/14/2021		1099: N		
		HILCO LUBE X 12		800 5-020-545	MOTOR FUELS/LUBRICANTS	153.32
=== VENDOR TOTALS ===			153.32			
=====						
01-01770	HILLCREST GOLF COURSE PETTY CA					
=====						
I-1529		6 CASES OF BEER FROM LDF SALE	142.95			
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: N		
		6 CASES OF BEER FROM LDF SALES		370 5-000-506	BEER-GOLF COURSE	142.95
=====						
I-1530		9 CASES OF BEER FROM BEST BVG	203.65			
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N		
		9 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	203.65
=== VENDOR TOTALS ===			346.60			
=====						
01-01566	J. GRAHAM CONSTRUCTION, INC.					
=====						
I-202106039262		PAY #5-HIGHLAND ROAD CNSTRCTN	16,256.23			
5/29/2021	AP	DUE: 5/29/2021 DISC: 5/29/2021		1099: N		
		PAY #5-HIGHLAND ROAD CNSTRCTN		520 5-220-868	STREET IMPROVEMENTS	16,256.23
=====						
I-202106039263		PAY #8-10TH ST SIDEWALK CNSTR	4,815.00			
5/25/2021	AP	DUE: 5/25/2021 DISC: 5/25/2021		1099: N		
		PAY #8-10TH ST SIDEWALK CNSTR		520 5-220-868	STREET IMPROVEMENTS	4,815.00
=== VENDOR TOTALS ===			21,071.23			
=====						
01-55810	KANSAS ONE-CALL SYSTEM, INC.					
=====						
I-1050192		5/21-LOCATE FEES	133.20			
5/31/2021	AP	DUE: 6/30/2021 DISC: 6/30/2021		1099: N		
		5/21-LOCATE FEES-ELEC 50%		800 5-020-478	PROFESSIONAL SERVICES	66.60
		5/21-LOCATE FEES-WATER 25%		900 5-026-478	PROFESSIONAL SERVICES	33.30
		5/21-LOCATE FEES-WATER 25%		900 5-027-478	PROFESSIONAL SERVICES	33.30
=== VENDOR TOTALS ===			133.20			

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56329 LEAGUE OF KANSAS MUNICIPALITIE						
I-21-1430		CRISIS COMMUNICATIONS TRAININ	150.00			
5/18/2021	AP	DUE: 5/18/2021 DISC: 5/18/2021		1099: N		
		CRISIS COMMUNICATIONS TRAINING		010 5-015-428	CONFERENCES-SCHOOLS	150.00
		=== VENDOR TOTALS ===	150.00			
=====						
01-51348 LIZA PROCTOR						
I-202106039264		REPURCHASE CEMETERY PLOT X 2	200.00			
5/25/2021	AP	DUE: 5/25/2021 DISC: 5/25/2021		1099: N		
		REPURCHASE CEMETERY PLOT X 2		010 5-131-835	LAND	200.00
		=== VENDOR TOTALS ===	200.00			
=====						
01-02295 MCCLELLAN REPAIR & SALES						
I-22703		CROSLEY WASHING MACHINE	625.00			
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: Y		
		CROSLEY WASHING MACHINE		010 5-041-850	OTHER EQUIPMENT	625.00
		=== VENDOR TOTALS ===	625.00			
=====						
01-56878 MERITAIN HEALTH						
I-202106039265		6/21 HEALTH, LIFE PREMIUMS	39,864.65			
6/01/2021	AP	DUE: 6/01/2021 DISC: 6/01/2021		1099: N		
		6/21 HEALTH PREMIUMS		350 5-716-310	HEALTH INSURANCE	39,545.43
		6/21 LIFE PREMIUMS		350 5-718-310	LIFE INSURANCE	319.22
		=== VENDOR TOTALS ===	39,864.65			
=====						
01-56907 METROPOLITAN COMPOUNDS, INC.						
I-0014260-IN		WASH/WAX TRUCK SOAP X 5 GAL	464.69			
5/11/2021	AP	DUE: 5/11/2021 DISC: 5/11/2021		1099: N		
		WASH/WAX TRUCK SOAP X 5 GAL		010 5-041-520	DEPARTMENT SUPPLIES	464.69
		=== VENDOR TOTALS ===	464.69			
=====						
01-57098 MIDWEST METER, INC.						
I-0132349-IN		2" METER	695.31			
5/21/2021	AP	DUE: 5/21/2021 DISC: 5/21/2021		1099: N		
		2" METER		900 5-026-840	METERS/INSTR/TRANFRMRS	695.31
		=== VENDOR TOTALS ===	695.31			

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION		
=====								
01-57100	MIDWEST MINERALS, LLC							
I-500835		14.48 TON OF AB-3	141.90					
4/28/2021	AP	DUE: 5/28/2021 DISC: 5/28/2021		1099: N				
		14.48 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	141.90		
I-501908		9.13 TON OF AB-3	89.47					
5/03/2021	AP	DUE: 6/02/2021 DISC: 6/02/2021		1099: N				
		9.13 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	89.47		
I-501909		9.74 TON OF AB-3	95.45					
5/03/2021	AP	DUE: 6/02/2021 DISC: 6/02/2021		1099: N				
		9.74 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	95.45		
I-501999		27.45 TON OF AB-3	269.01					
5/04/2021	AP	DUE: 6/03/2021 DISC: 6/03/2021		1099: N				
		27.45 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	269.01		
I-502283		27.32 TON OF AB-3	267.75					
5/05/2021	AP	DUE: 6/04/2021 DISC: 6/04/2021		1099: N				
		27.32 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	267.75		
I-502284		9.98 TON OF AB-3	97.80					
5/05/2021	AP	DUE: 6/04/2021 DISC: 6/04/2021		1099: N				
		9.98 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	97.80		
I-502646		17.56 TON OF AB-3	172.09					
5/06/2021	AP	DUE: 6/05/2021 DISC: 6/05/2021		1099: N				
		17.56 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	172.09		
I-503221		8.61 TON OF AB-3	84.38					
5/07/2021	AP	DUE: 6/06/2021 DISC: 6/06/2021		1099: N				
		8.61 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	84.38		
I-503816		17.86 TON OF AB-3	175.03					
5/11/2021	AP	DUE: 6/10/2021 DISC: 6/10/2021		1099: N				
		17.86 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	175.03		
I-505266		15.12 TON OF AB-3	148.17					
5/17/2021	AP	DUE: 6/16/2021 DISC: 6/16/2021		1099: N				
		15.12 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	148.17		
I-505502		24.68 TON OF AB-3	241.86					
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: N				
		24.68 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	241.86		
I-505503		14.22 TON OF AB-3	139.35					
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: N				
		14.22 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	139.35		

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57100	MIDWEST MINERALS, LLC		(** CONTINUED **)			
I-505969		71.91 TON OF LATERAL, AB-3	874.52			
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N		
		71.91 TON OF LATERAL, AB-3		900 5-027-565	ROCK-SAND-DIRT	874.52
I-505970		5.96 TON OF AB-3	58.41			
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N		
		5.96 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	58.41
I-506535		10.11 TON OF LATERAL	129.41			
5/21/2021	AP	DUE: 6/20/2021 DISC: 6/20/2021		1099: N		
		10.11 TON OF LATERAL		900 5-027-565	ROCK-SAND-DIRT	129.41
I-506988		15.43 TON OF AB-3	151.21			
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N		
		15.43 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	151.21
I-506989		8.71 TON OF AB-3	85.36			
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N		
		8.71 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	85.36
		=== VENDOR TOTALS ===	3,221.17			
=====						
01-57315	MONTGOMERY COUNTY PUBLIC WORKS					
I-21-006		BIENNIAL BRIDGE INSPECTION X	300.00			
5/12/2021	AP	DUE: 6/11/2021 DISC: 6/11/2021		1099: N		
		BIENNIAL BRIDGE INSPECTION X 4		010 5-071-478	PROFESSIONAL SERVICES	300.00
		=== VENDOR TOTALS ===	300.00			
=====						
01-57770	NEW PIG CORPORATION					
I-23334839-00		ABSORBENT OIL MATS X 400	422.00			
5/27/2021	AP	DUE: 6/26/2021 DISC: 6/26/2021		1099: N		
		ABSORBENT OIL MATS X 400		800 5-030-570	SAFETY EQUIPMENT	422.00
		=== VENDOR TOTALS ===	422.00			
=====						
01-02689	NO LIMIT POWERSPORTS - JON'S					
I-2951		SWITCH, BELT, STABILIZER	66.85			
1/01/2021	AP	DUE: 1/01/2021 DISC: 1/01/2021		1099: N		
		PUSH/PULL SWITCH X 3		010 5-163-620	EQUIPMENT MAINTENANCE	38.85
		BELT		010 5-163-620	EQUIPMENT MAINTENANCE	21.80
		STABILIZER X 2		010 5-163-620	EQUIPMENT MAINTENANCE	6.20

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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=====						
01-02689	NO LIMIT	POWERSPORTS - JON'S (** CONTINUED **)				
=====						
I-3458		SOLENOID, LATCH ASSY, ISOLATO	306.20			
5/17/2021	AP	DUE: 5/17/2021 DISC: 5/17/2021		1099: N		
		SOLENOID ASSEMBLY		010 5-163-620	EQUIPMENT MAINTENANCE	189.50
		LATCH ASSEMBLY, ISOLATOR		010 5-163-620	EQUIPMENT MAINTENANCE	116.70
=====						
I-3477		BLADE BOLT X 4	8.56			
5/21/2021	AP	DUE: 5/21/2021 DISC: 5/21/2021		1099: N		
		BLADE BOLT X 4		010 5-163-620	EQUIPMENT MAINTENANCE	8.56
=== VENDOR TOTALS ===			381.61			
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.					
=====						
C-0144-413324		STARTER CORE CREDIT	10.00CR			
5/21/2021	AP	DUE: 5/21/2021 DISC: 5/21/2021		1099: N		
		STARTER CORE CREDIT		010 5-163-680	VEHICLE-PARTS	10.00CR
=====						
C-0144-413923		PLUG, RETURN AIR CARTRIDGE	34.96CR			
5/25/2021	AP	DUE: 5/25/2021 DISC: 5/25/2021		1099: N		
		RETURN AIR DRYER CARTRIDGE		800 5-020-680	VEHICLE-PARTS	38.02CR
		SPARK PLUG		800 5-020-680	VEHICLE-PARTS	3.06
=====						
I-0144-412726		MOTOR OIL, LUBE, SHOP TOWELS	41.47			
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: N		
		20W50 OIL, GEAR LUBE		010 5-163-545	MOTOR FUELS/LUBRICANTS	25.48
		SHOP TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	15.99
=====						
I-0144-412755		STARTER, RIVETER, DOOR HANDLE	236.25			
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: N		
		STARTER		010 5-163-680	VEHICLE-PARTS	189.53
		RIVETER		010 5-163-580	TOOLS	29.99
		INTERIOR DOOR HANDLE		010 5-163-680	VEHICLE-PARTS	16.73
=====						
I-0144-412771		V-BELT	39.20			
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: N		
		V-BELT		900 5-026-680	VEHICLE-PARTS	39.20
=====						
I-0144-413194		ALTERNATOR	262.73			
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N		
		ALTERNATOR		900 5-026-680	VEHICLE-PARTS	262.73
=====						
I-0144-413337		FUEL/WATER SEPARATOR	13.99			
5/21/2021	AP	DUE: 6/20/2021 DISC: 6/20/2021		1099: N		
		FUEL/WATER SEPARATOR		010 5-163-680	VEHICLE-PARTS	13.99
=====						
I-0144-413760		CALIPERS, ROTORS, PADS	517.31			
5/24/2021	AP	DUE: 6/23/2021 DISC: 6/23/2021		1099: N		
		CALIPERS, ROTORS, PADS		010 5-071-680	VEHICLE-PARTS	517.31

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

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=====						
01-02720	O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)					
I-0144-413883		AIR DRYER CARTRIDGE	38.02			
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N		
		AIR DRYER CARTRIDGE		800 5-020-680	VEHICLE-PARTS	38.02
I-0144-413924		STRIKER BOLT	7.97			
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N		
		STRIKER BOLT		010 5-163-520	DEPARTMENT SUPPLIES	7.97
I-0144-414236		WIPER FLUID, MINI BULB	9.29			
5/27/2021	AP	DUE: 6/26/2021 DISC: 6/26/2021		1099: N		
		WIPER FLUID, MINI BULB		800 5-030-590	VEHICLE-EQUIP SUPPLIES	9.29
I-0144-414246		MINI BULB	0.78			
5/27/2021	AP	DUE: 6/26/2021 DISC: 6/26/2021		1099: N		
		MINI BULB		800 5-030-530	ELECTRICAL	0.78
I-0144-414515		BATTERY X 2	243.53			
5/28/2021	AP	DUE: 6/27/2021 DISC: 6/27/2021		1099: N		
		BATTERY X 2		800 5-020-590	VEHICLE-EQUIP SUPPLIES	243.53
I-0144-414889		ANTIFREEZE, HEATER HOSE	76.89			
5/31/2021	AP	DUE: 6/30/2021 DISC: 6/30/2021		1099: N		
		ANTIFREEZE X 4 GALLONS		010 5-041-590	VEHICLE-EQUIP SUPPLIES	75.96
		HEATER HOSE		010 5-041-680	VEHICLE-PARTS	0.93
		=== VENDOR TOTALS ===	1,442.47			
=====						
01-57905	OLSSON ASSOCIATES					
I-387904		PAY #13-HIGHLAND ROAD CE	19,931.57			
5/24/2021	AP	DUE: 5/24/2021 DISC: 5/24/2021		1099: N		
		PAY #13-HIGHLAND ROAD CE		520 5-220-478	PROFESSIONAL SERVICES	19,931.57
		=== VENDOR TOTALS ===	19,931.57			
=====						
01-02728	ORSCHL N COFFEYVILLE 36 - TAXA					
I-010881		UTILITY PAN, SYRINGE	10.05			
4/30/2021	AP	DUE: 4/30/2021 DISC: 4/30/2021		1099: N		
		UTILITY PAN, SYRINGE		800 5-030-520	DEPARTMENT SUPPLIES	10.05
I-014696		DIESEL EXHAUST FLUID X 2	27.38			
5/13/2021	AP	DUE: 5/13/2021 DISC: 5/13/2021		1099: N		
		DIESEL EXHAUST FLUID X 2		800 5-020-545	MOTOR FUELS/LUBRICANTS	27.38
		=== VENDOR TOTALS ===	37.43			

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58037	PACE ANALYTICAL SERVICES, INC.					
I-2160132363		LAB TEST FOR STORMWATER	376.00			
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N		
		LAB TEST FOR STORMWATER		760 5-000-478	PROFESSIONAL SERVICES	376.00
I-2160132471		LAB TEST FOR WWTP	243.00			
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	243.00
I-2160132623		LAB TEST FOR WWTP	185.00			
5/24/2021	AP	DUE: 6/23/2021 DISC: 6/23/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	185.00
I-2160132800		LAB TEST FOR WWTP	155.00			
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	155.00
I-2160132899		LAB TEST FOR WWTP	128.00			
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
		=== VENDOR TOTALS ===	1,087.00			
=====						
01-58153	PEAK UPTIME					
I-58902		6/21 CLOUD BACKUP STORAGE	260.00			
6/01/2021	AP	DUE: 6/01/2021 DISC: 6/01/2021		1099: N		
		6/21 CLOUD BACKUP STORAGE		010 5-018-424	CONTRACTUAL AGREEMENTS	260.00
		=== VENDOR TOTALS ===	260.00			
=====						
01-58180	PEREGRINE CORPORATION					
I-433185		5/18 C1 UTILITY BILL X 1484	767.48			
5/19/2021	AP	DUE: 5/19/2021 DISC: 5/19/2021		1099: N		
		5/18 C1 UTILITY BILL X 1484		010 5-017-478	PROFESSIONAL SERVICES	767.48
I-433288		5/19 C2 LATE NOTICE X 309	194.06			
5/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: N		
		5/19 C2 LATE NOTICE X 309		010 5-017-478	PROFESSIONAL SERVICES	194.06
I-433637		STORMWATER INSERT X 5200	466.20			
5/24/2021	AP	DUE: 5/24/2021 DISC: 5/24/2021		1099: N		
		STORMWATER INSERT X 5200		760 5-000-482	PUBLIC NOTICES	466.20
		=== VENDOR TOTALS ===	1,427.74			

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

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SEQUENCE : ALPHABETIC

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=====						
01-58451	PRAIRIELAND PARTNERS LLC					
C-135.85		FREIGHT CREDIT FOR BLADES	135.85CR			
5/18/2021	AP	DUE: 5/18/2021 DISC: 5/18/2021		1099: N		
		FREIGHT CREDIT FOR BLADES		010 5-163-620	EQUIPMENT MAINTENANCE	67.93CR
		FREIGHT CREDIT FOR BLADES		010 5-163-620	EQUIPMENT MAINTENANCE	67.92CR
=====						
I-10499823		BLADE X 6	270.97			
5/18/2021	AP	DUE: 5/18/2021 DISC: 5/18/2021		1099: N		
		BLADE X 3		010 5-163-620	EQUIPMENT MAINTENANCE	135.49
		BLADE X 3		010 5-163-620	EQUIPMENT MAINTENANCE	135.48
		=== VENDOR TOTALS ===	135.12			
=====						
01-03227	R & R LAWN CARE LLC					
I-202106039266		WEED LOT MOWING THRU 5/16	406.00			
5/24/2021	AP	DUE: 5/24/2021 DISC: 5/24/2021		1099: Y		
		WEED LOT MOWING THRU 5/16		700 5-000-424	CONTRACTUAL AGREEMENTS	406.00
		=== VENDOR TOTALS ===	406.00			
=====						
01-58971	ROMANS OUTDOOR POWER, INC.					
I-IC119633		SHEAVE/PULLEY	109.65			
4/15/2021	AP	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		SHEAVE/PULLEY		370 5-000-620	EQUIPMENT MAINTENANCE	109.65
=====						
I-IC119958-1		SPINDLE ASSY, PULLEY SLEEVE	177.96			
5/21/2021	AP	DUE: 5/21/2021 DISC: 5/21/2021		1099: N		
		SPINDLE ASSY, PULLEY SLEEVE		370 5-000-620	EQUIPMENT MAINTENANCE	177.96
		=== VENDOR TOTALS ===	287.61			
=====						
01-03251	RURAL WATER DISTRICT NO. 6					
I-202106039267		6/21 WATER USAGE-AIRPORT	20.00			
6/01/2021	AP	DUE: 7/01/2021 DISC: 7/01/2021		1099: N		
		6/21 WATER USAGE-AIRPORT		360 5-000-494	UTILITIES	20.00
=====						
I-202106039268		6/21 WATER USAGE-DEWEY PRPRTY	20.00			
6/01/2021	AP	DUE: 7/01/2021 DISC: 7/01/2021		1099: N		
		6/21 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	20.00
		=== VENDOR TOTALS ===	40.00			

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

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SEQUENCE : ALPHABETIC

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=====							
01-59163 SCHAEFFER MANUFACTURING COMPAN							
I-JX10332		OIL MIX, OIL, STABILIZER	870.31				
4/26/2021	AP	DUE: 4/26/2021 DISC: 4/26/2021		1099: N			
		OIL MIX, OIL, STABILIZER		010 5-163-545	MOTOR FUELS/LUBRICANTS	870.31	
=== VENDOR TOTALS ===			870.31				
=====							
01-03385 SEK READY MIX, INC.							
I-4684		12.25 CY-8TH/HICKMAN	1,653.75				
4/21/2021	AP	DUE: 4/21/2021 DISC: 4/21/2021		1099: N			
		12.25 CY-8TH/HICKMAN		900 5-026-510	CEMENT & ASPHALT	1,653.75	
I-4695		9 CY-1100 BLOCK WEST 6TH	954.00				
4/27/2021	AP	DUE: 4/27/2021 DISC: 4/27/2021		1099: N			
		9 CY-1100 BLOCK WEST 6TH		900 5-026-510	CEMENT & ASPHALT	954.00	
I-4744		3.5 CY-FLAGPOLE	388.50				
5/13/2021	AP	DUE: 5/13/2021 DISC: 5/13/2021		1099: N			
		3.5 CY-FLAGPOLE		010 5-163-510	CEMENT & ASPHALT	388.50	
=== VENDOR TOTALS ===			2,996.25				
=====							
01-03717 STEPHENS VENDING CORPORATION							
I-INV65484		CHIPS, TEA, DRINKS, SANDWICHE	150.10				
5/27/2021	AP	DUE: 5/27/2021 DISC: 5/27/2021		1099: N			
		CHIPS, TEA, DRINKS, SANDWICHES		370 5-000-507	CONCESSIONS	150.10	
I-INV65486		SYRUP, CHIPS, CHEESE, CANDY	2,781.41				
5/27/2021	AP	DUE: 5/27/2021 DISC: 5/27/2021		1099: N			
		SYRUP, CHIPS, CHEESE, CANDY		450 5-000-507	CONCESSIONS	2,781.41	
=== VENDOR TOTALS ===			2,931.51				
=====							
01-03645 STRIMPLE SIGN & OUTDOOR POWER,							
I-32789		HYDRO OIL X 4, HYDRO FILTERS	96.25				
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N			
		HYDROSTATIC OIL X 4		800 5-030-545	MOTOR FUELS/LUBRICANTS	54.75	
		HYDROSTATIC FILTER X 2		800 5-030-620	EQUIPMENT MAINTENANCE	41.50	
=== VENDOR TOTALS ===			96.25				

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-60030 SUMMIT TRUCK GROUP							
I-411125712		WATER PUMP	284.32				
5/10/2021	AP	DUE: 5/10/2021 DISC: 5/10/2021		1099: N			
		WATER PUMP		900 5-026-680	VEHICLE-PARTS		284.32
I-411126366		PULLEY, HOSE, BELT, FILTER	443.55				
5/25/2021	AP	DUE: 5/25/2021 DISC: 5/25/2021		1099: N			
		PULLEY, HOSE, BELT, FILTER		900 5-026-680	VEHICLE-PARTS		443.55
=== VENDOR TOTALS ===			727.87				
=====							
01-60070 SUPERIOR SIGNALS, INC.							
I-17302556		TRAFFIC ARROW LIGHT KIT X 2	620.00				
5/21/2021	AP	DUE: 6/20/2021 DISC: 6/20/2021		1099: N			
		TRAFFIC ARROW LIGHT KIT		800 5-020-590	VEHICLE-EQUIP SUPPLIES		310.00
		TRAFFIC ARROW LIGHT KIT		800 5-040-590	VEHICLE-EQUIP SUPPLIES		310.00
=== VENDOR TOTALS ===			620.00				
=====							
01-60183 T.C. UNDERGROUND, INC.							
I-4135		BORE BUCKEYE-HOSPITAL LIGHTS	4,200.00				
5/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: N			
		BORE BUCKEYE-HOSPITAL LIGHTS		800 5-020-478	PROFESSIONAL SERVICES		4,200.00
I-4136		BORE, CONDUIT-NORTHFLD/GIBSON	2,200.00				
5/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: N			
		BORE, CONDUIT-NORTHFLD/GIBSON		800 5-020-478	PROFESSIONAL SERVICES		2,200.00
=== VENDOR TOTALS ===			6,400.00				
=====							
01-03720 TAYLOR CRANE & RIGGING, INC.							
I-0054669-IN		ELBOW X 2	4.99				
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N			
		ELBOW X 2		800 5-030-520	DEPARTMENT SUPPLIES		4.99
=== VENDOR TOTALS ===			4.99				
=====							
01-03770 THOMPSON BROTHERS SUPPLIES, IN							
I-801159		ARGON	40.95				
5/13/2021	AP	DUE: 6/12/2021 DISC: 6/12/2021		1099: N			
		ARGON		010 5-163-525	CHEMICALS/FERTILIZERS/SE		40.95
I-801478		SAFETY GLASSES X 12 PAIR	30.96				
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N			
		SAFETY GLASSES X 12 PAIR		010 5-163-570	SAFETY EQUIPMENT		30.96

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-03770	THOMPSON BROTHERS SUPPLIES, IN(** CONTINUED **)						
I-801488		COMPRESSED HYDROGEN X 4	117.50				
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N			
		COMPRESSED HYDROGEN X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	117.50	
I-801732		WIRE BRUSH WHEEL X 10	160.97				
5/21/2021	AP	DUE: 6/20/2021 DISC: 6/20/2021		1099: N			
		WIRE BRUSH WHEEL X 10		800 5-030-520	DEPARTMENT SUPPLIES	160.97	
I-801881		COMPRESSED HYDROGEN X 4	117.50				
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N			
		COMPRESSED HYDROGEN X 4		800 5-030-525	CHEMICALS/FERTILIZERS/SE	117.50	
I-801976		COMPRESSED GAS N.O.S. X 2	689.90				
5/26/2021	AP	DUE: 6/25/2021 DISC: 6/25/2021		1099: N			
		COMPRESSED GAS N.O.S. X 2		800 5-030-525	CHEMICALS/FERTILIZERS/SE	689.90	
		=== VENDOR TOTALS ===	1,157.78				
=====							
01-03810	TOOL SUPPLY, INC.						
I-0099850-00		3 FT. GFCI ADAPTER CORD	60.99				
5/25/2021	AP	DUE: 6/24/2021 DISC: 6/24/2021		1099: N			
		3 FT. GFCI ADAPTER CORD		800 5-030-520	DEPARTMENT SUPPLIES	60.99	
		=== VENDOR TOTALS ===	60.99				
=====							
01-60410	TOTAH COMMUNICATIONS, INC.						
I-202106039269		6/21 E911 - LIBERTY	27.71				
6/01/2021	AP	DUE: 7/01/2021 DISC: 7/01/2021		1099: N			
		6/21 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	27.71	
I-202106039270		6/21 E911 - TYRO	28.63				
6/01/2021	AP	DUE: 7/01/2021 DISC: 7/01/2021		1099: N			
		6/21 E911 - TYRO		510 5-000-416	COMMUNICATIONS	28.63	
		=== VENDOR TOTALS ===	56.34				
=====							
01-60475	TRANSYSTEMS CORPORATION						
I-INV-0003699765		PAY #10-10TH ST SIDEWALK INSP	11,449.20				
5/07/2021	AP	DUE: 6/06/2021 DISC: 6/06/2021		1099: N			
		PAY #10-10TH ST SIDEWALK INSPC		520 5-220-478	PROFESSIONAL SERVICES	11,449.20	
		=== VENDOR TOTALS ===	11,449.20				

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60865 UCI UTILITY CONSULTANTS, INC.						
I-27387		PRE-EMPLOYMENT DOT TEST	80.00			
5/14/2021	AP	DUE: 6/13/2021 DISC: 6/13/2021		1099: N		
		PRE-EMPLOYMENT DOT TEST		760 5-000-478	PROFESSIONAL SERVICES	80.00
=== VENDOR TOTALS ===			80.00			
=====						
01-61012 UNIVAR USA, INC.						
I-49154208		HYDROFLUOSILICIC ACID	592.00			
5/13/2021	AP	DUE: 6/12/2021 DISC: 6/12/2021		1099: N		
		HYDROFLUOSILICIC ACID		900 5-036-525	CHEMICALS/FERTILIZERS/SE	592.00
=== VENDOR TOTALS ===			592.00			
=====						
01-60726 UPS						
I-00001652XV211		ARKANSAS TEST LAB,SCHNEIDER	141.39			
5/22/2021	AP	DUE: 5/22/2021 DISC: 5/22/2021		1099: N		
		ARKANSAS TEST LAB,SCHNEIDER		800 5-020-550	OFFICE SUPPLIES	141.39
=== VENDOR TOTALS ===			141.39			
=====						
01-60850 USA BLUEBOOK						
I-599598		STAINLESS STEEL ENCLOSURE	88.95			
5/11/2021	AP	DUE: 6/10/2021 DISC: 6/10/2021		1099: N		
		STAINLESS STEEL ENCLOSURE		900 5-037-620	EQUIPMENT MAINTENANCE	88.95
I-609353		NITRITE TEST STRIPS	82.74			
5/20/2021	AP	DUE: 6/19/2021 DISC: 6/19/2021		1099: N		
		NITRITE TEST STRIPS		900 5-037-525	CHEMICALS/FERTILIZERS/SE	82.74
I-612075		NITRITE TEST STRIPS	108.11			
5/24/2021	AP	DUE: 6/23/2021 DISC: 6/23/2021		1099: N		
		NITRITE TEST STRIPS		900 5-037-525	CHEMICALS/FERTILIZERS/SE	108.11
=== VENDOR TOTALS ===			279.80			
=====						
01-04010 WALMART CAPITAL ONE						
I-01284		SANITIZER, MEALS, BATTERIES	568.20			
5/06/2021	AP	DUE: 6/05/2021 DISC: 6/05/2021		1099: N		
		SANITIZER, LYSOL, BLEACH		010 5-023-520	DEPARTMENT SUPPLIES	223.28
		SANITIZER, LYSOL		010 5-023-520	DEPARTMENT SUPPLIES	220.95
		AA BATTERIES		010 5-023-505	BATTERIES-NON VEHICLES	52.29
		PRISONER MEALS		010 5-023-562	JAIL EXPENSE	54.20
		POST-ITS, BANDS		010 5-023-550	OFFICE SUPPLIES	17.48

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-04010	WALMART CAPITAL ONE	(** CONTINUED **)					
I-02686		LAMINATING SHEETS, BOTTLE	17.61				
5/11/2021	AP	DUE: 6/10/2021 DISC: 6/10/2021		1099: N			
		LAMINATING SHEETS, ENVELOPES		900 5-037-550	OFFICE SUPPLIES	15.61	
		SPRAY BOTTLE X 2		900 5-037-520	DEPARTMENT SUPPLIES	2.00	
I-03792		AIR FRESH, LYSOL, FOLDERS	68.17				
4/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: N			
		AIR FRESH, LYSOL, BOWLS		800 5-020-520	DEPARTMENT SUPPLIES	47.46	
		FOLDERS, CLIPBOARD, HOLE PUNCH		800 5-020-550	OFFICE SUPPLIES	20.71	
I-03962		NOTEBOOK	4.24				
5/04/2021	AP	DUE: 6/03/2021 DISC: 6/03/2021		1099: N			
		NOTEBOOK		900 5-037-550	OFFICE SUPPLIES	4.24	
I-04846		FOOD BAGS, CUTLERY-STAFF LUNC	47.22				
4/29/2021	AP	DUE: 5/29/2021 DISC: 5/29/2021		1099: N			
		FOOD BAGS, CUTLERY-STAFF LUNCH		010 5-131-521	SPECIAL EVENTS	47.22	
I-05057-1		GIFT CARD X 14-DARE GRADUATIO	700.00				
5/06/2021	AP	DUE: 6/05/2021 DISC: 6/05/2021		1099: N			
		GIFT CARD X 14-DARE GRADUATION		110 5-023-520	DEPARTMENT SUPPLIES	700.00	
I-06307		BURGER, CHEESE, COOKIES-LUNCH	486.37				
5/03/2021	AP	DUE: 6/02/2021 DISC: 6/02/2021		1099: N			
		BURGER, CHEESE, COOKIES-LUNCH		010 5-131-521	SPECIAL EVENTS	486.37	
I-06338		FILE FOLDER, DISPENSER, KEYBR	79.00				
4/19/2021	AP	DUE: 5/19/2021 DISC: 5/19/2021		1099: N			
		FILE FOLDERS, DISPENSER, PENS		010 5-163-550	OFFICE SUPPLIES	59.02	
		KEYBOARD		010 5-163-518	COMPUTER SUPPLIES	19.98	
I-06580-4		CLEANERS, AIR FRESH, SCISSORS	31.01				
4/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: N			
		CLEANERS, AIR FRESH		800 5-030-520	DEPARTMENT SUPPLIES	22.32	
		PENS, SCISSORS		800 5-030-550	OFFICE SUPPLIES	8.69	
I-06657-1		PHONE/ANSWER MACHINE, INK	115.88				
4/20/2021	AP	DUE: 5/20/2021 DISC: 5/20/2021		1099: N			
		PHONE/ANSWERING MACHINE		010 5-163-520	DEPARTMENT SUPPLIES	61.94	
		INK CARTRIDGE X 2		010 5-163-518	COMPUTER SUPPLIES	53.94	
I-07312		CRACKERS, BURGERS, BATTERIES	103.95				
4/22/2021	AP	DUE: 5/22/2021 DISC: 5/22/2021		1099: N			
		CRACKERS, BURGERS, BUNS		370 5-000-507	CONCESSIONS	62.83	
		AA, AAA BATTERIES		370 5-000-505	BATTERIES-NON VEHICLES	14.94	
		BUCKET, PAPER TOWELS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	11.38	
		PAPER, CLIPS		370 5-000-550	OFFICE SUPPLIES	11.06	
		BANDAGES		370 5-000-570	SAFETY EQUIPMENT	3.74	

PACKET: 04079 AO 21-11 6.8.21 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-04010	WALMART CAPITAL ONE	(** CONTINUED **)					
I-07400		DETERGENT, SOFTENER, CLEANERS	51.09				
5/17/2021	AP	DUE: 6/16/2021 DISC: 6/16/2021		1099: N			
		DETERGENT, SOFTENER, CLEANERS		010 5-041-520	DEPARTMENT SUPPLIES	51.09	
I-07500		COMPUTER MOUSE	14.88				
5/18/2021	AP	DUE: 6/17/2021 DISC: 6/17/2021		1099: N			
		COMPUTER MOUSE		010 5-041-518	COMPUTER SUPPLIES	14.88	
I-07595-1		DUFFLE BAG-HARNESS	22.17				
5/19/2021	AP	DUE: 6/18/2021 DISC: 6/18/2021		1099: N			
		DUFFLE BAG-HARNESS		010 5-041-520	DEPARTMENT SUPPLIES	22.17	
I-08361		VACUUM	129.00				
4/26/2021	AP	DUE: 5/26/2021 DISC: 5/26/2021		1099: N			
		VACUUM		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	129.00	
I-08674		DRINKS, CUTLERY-REXWINKLE	36.38				
4/27/2021	AP	DUE: 5/27/2021 DISC: 5/27/2021		1099: N			
		DRINKS, CUTLERY-REXWINKLE		010 5-041-521	SPECIAL EVENTS	36.38	
I-09179		TYLENOL, DISTILLED WATER	18.48				
4/29/2021	AP	DUE: 5/29/2021 DISC: 5/29/2021		1099: N			
		TYLENOL, PEROXIDE		900 5-037-570	SAFETY EQUIPMENT	9.56	
		DISTILLED WATER FOR LAB		900 5-037-525	CHEMICALS/FERTILIZERS/SE	4.76	
		CALCULATOR		900 5-037-550	OFFICE SUPPLIES	4.16	
I-09460		FLOOR MAT X 2	19.63				
4/26/2021	AP	DUE: 5/26/2021 DISC: 5/26/2021		1099: N			
		FLOOR MAT X 2		800 5-020-590	VEHICLE-EQUIP SUPPLIES	19.63	
		=== VENDOR TOTALS ===	2,513.28				
		=== PACKET TOTALS ===	187,457.70				

City of Coffeyville
Payroll Distribution Summary
21-11

<u>Date</u>	<u>Amount</u>
May 30, 2021	<u>\$ 375,292.14</u>
Total Payroll	\$ 375,292.14

Coffeyville Fire Department



I Alex Cross-Wharry, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Kansas and the laws and ordinances of the City of Coffeyville. I will obey the rules and regulations of the Coffeyville Fire Department, and I will discharge the duties of my office as a Firefighter honoring the code to protect life and property of the Citizens of Coffeyville and surrounding areas, according to the best of my knowledge and ability, so help me God.

Alex Wharry
Firefighter

Subscribed and sworn to me this day 8th day of June 2021.

Billy Cockman
Fire Chief

PLANNING STAFF REPORT

DATE : June, 1st, 2021
TO : Coffeyville Planning Commission
FROM : Matt Conger Building Official
RE : Zone Case: **ZC 2021-03 CRRM**

A request from Mr. Sterling Vance, representing Coffeyville Resources Refining & Marketing, LLC, 808 E New St. Coffeyville, KS, 67337, that the following property be re-zoned from Residential District (R-1),(R-2), and (R-4), to Service Commercial (C-4), for the purpose of expanding Coffeyville Resources.

ZONING CASE 2021-03 CRRM

**Starting from the Northeast corner of 1st and Sycamore Street going South to the alley in-between 1st and 2nd Street, then heading East to Lot 14 going back South to 2nd Street going back South to the North curb of 2nd back East to the Northeast corner of 2nd and Pine St. South to the alley between 2nd and 3rd street east to the Northeast corner of Linden Street and the alley South to the Northeast corner of 3rd and Linden Street. East to the Northwest corner of 3rd and Ash Street North on Ash Street to the Southeast corner of 2nd and Ash Street east on 2nd to the Southwest corner of Sunflower Street north on Sunflower to 1st street and West back to Sycamore Street.
Coffeyville, Kansas, 67337**

Chapter 29.06 ADMINISTRATION

Paragraph 4. Public Hearing: The Planning Commission shall hold a "public hearing" on each proposed rezoning, conditional use, home occupation, special exception or variance within sixty (60) days from filing date. If the public hearing was to consider a change in zoning classification or district boundaries, the following factors shall be considered by the Planning Commission in determining its recommendation:

A. THE CHARACTER OF THE NEIGHBORHOOD

The site and surrounding neighborhood consists of other CRRM Commercial and Industrial properties, multifamily Residential neighborhoods, and open Residential zoned empty lots.

B. THE ZONING USES OF PROPERTIES NEARBY

This area has a mix of different zoning classifications. Residential (R-1), (R-2) and Multi-family (R-4) to the South, East, and West. To the North is all Light Industrial (I-1)

C. THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

All the properties of the proposed re-zone have set as vacant lots for multiple years. Per the zoning ordinance CRRM would not be able to operate in the current Residential District (R-1), (R-2), and (R-4). They will need the re-zone and a Conditional use to comply with City zoning ordinance.

D. THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The rezoning of this property to (C-4) Service Commercial would allow for the future development of any enterprise allowed in this classification. The current (R-1), (R-2), and (R-4). Residential District classification allows only the following uses for the property:

See Section 29.010.130 Single Family Residential District per Model Zoning Ordinance

See Section 29.010.150 Two-Family Residential District per Model Zoning Ordinance

See Section 29.010.180 Multiple-Family Residential District per Model Zoning Ordinance

By removing the (R-1), (R-2), and (R-4). Current zoning restriction and recommending a (C-4) zoning classification to the City Commission, any of the following uses would be allowed:

See Section 29.010.400 C-4 Service Commercial District per Model Zoning Ordinance

3. Conditional uses (see Section 29.09.010): j.

j. Off-street parking (parking lots)

Any of these uses will be allowed upon approval of the zoning classification change, regardless of the ownership of the property; and there is no time restriction on the establishment of any of these uses once

rezoned. The impact upon the surrounding properties of some of these listed uses could be injurious to their value and/or salability.

E. THE LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED

The subject properties have been zoned (R-1), (R-2), and (R-4). Residential District, since the early 1970s, when zoning was implemented for the property. Most of the properties have not been occupied since the 2007 flood and others have sat vacant for multiple years.

F. THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DIMINUTION IN VALUE OF THE DEVELOPER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER

The denial of this rezoning request will potentially have the impact to diminish the potential value of this property and at the same time could negatively impact the public's health, safety or welfare with regard to vacant spaces on an arterial street into the city. This has been evident from the lack of development of surrounding areas for residential use.

There is no apparent gain to the public welfare by having these properties to remain vacant, which may result in vandalism, blight and infestation.

G. A CONSIDERATION OF THE RECOMMENDATION OF PROFESSIONAL STAFF

The Planning staff has reviewed this application in an effort to satisfy both the context of the surrounding neighborhood and at the same time bring the proposed area into compliance with the Comprehensive Development Plan adopted by the City Commission.

PLANNING STAFF REPORT

DATE : June, 1st , 2021
TO : Coffeyville Planning Commission
FROM : Matt Conger Building Official
RE : Zone Case: **CU 2021-03 CRRM**

A request is being made by Mr. Sterling Vance That the property listed below, be granted a Conditional Use Permit in the present Residential Districts (R-1), (R-2), (R-3). That is to be re-zoned to Service Commercial (C-4) for the purpose of operating a two story 46,496 Square foot warehouse building.

Conditional Use 2021-03 CRRM

**Starting from the Northeast corner of 1st and Sycamore Street going South to the alley in-between 1st and 2nd Street, then heading East to Lot 14 going back South to 2nd Street going back South to the North curb of 2nd back East to the Northeast corner of 2nd and Pine St. South to the alley between 2nd and 3rd street east to the Northeast corner of Linden Street and the alley South to the Northeast corner of 3rd and Linden Street. East to the Northwest corner of 3rd and Ash Street North on Ash Street to the Southeast corner of 2nd and Ash Street east on 2nd to the Southwest corner of Sunflower Street north on Sunflower to 1st street and West back to Sycamore Street.
Coffeyville, Kansas, 67337**

Chapter 29.09.010. CONDITIONAL USES:

Any person applying for a Conditional Use permit shall make an application for such permit in the Engineering Department; notice of Conditional Use permit request shall be published twenty (20) days prior to the next regular Planning Commission meeting; a written notice containing the same information as the published notice shall be mailed to all owners of property within two hundred (200) feet thereof.

Upon receiving the application for Conditional Use Permit, the Planning Commission shall hold a "public hearing" within sixty (60) days from the filing date.

Approval of Conditional Use Permits must be made by a majority of the Planning Commission. Decisions upon the conditional use request shall appear in the Planning Commission minutes. No further approval shall be required.

The following factors shall be considered by the Planning Commission in determining its recommendation:

A. THE PROPOSED CONDITIONAL USE IS PERMITTED IN THE ZONING DISTRICT IN WHICH IT IS PROPOSED.

The proposed use shall comply with the applicable guidelines and standards noted in section (29.09.010) If the property is re-zoned to Service Commercial (C-4)

B. THE PROPOSED CONDITIONAL USE COMPLIES WITH ALL THE APPLICABLE PROVISIONS OF THESE REGULATIONS, INCLUDING INTENSITY OF USE REGULATIONS, YARD REGULATIONS, AND USE LIMITATIONS.

The proposed warehouse will not have a high intensity of use and meets all of the yard setbacks and limitations. The Property location is surrounded by properties ranging from single family dwellings, multi-family residential, and other Commercial and industrial property.

C. THE PROPOSED CONDITIONAL USE WILL NOT CAUSE SUBSTANTIAL INJURY TO THE VALUE OF OTHER PROPERTY IN THE NEIGHBORHOOD IN WHICH IT IS TO BE LOCATED.

The building will be built brand new over vacant lots along with additional maintenance and office buildings around the same size.

D. THE LOCATION AND SIZE OF THE CONDITIONAL USE, THE NATURE AND INTENSITY OF THE OPERATION INVOLVED IN OR CONDUCTED IN CONNECTION WITH IT, AND THE LOCATION OF THE SITE WITH RESPECT TO STREETS GIVING ACCESS TO IT ARE SUCH THAT THE CONDITIONAL USE WILL NOT DOMINATE THE IMMEDIATE USE OF THE NEIGHBORING PROPERTY IN ACCORDANCE WITH THE APPLICABLE ZONING DISTRICT REGULATIONS.

IN DETERMINING WHETHER THE CONDITIONAL USE WILL SO DOMINATE THE IMMEDIATE NEIGHBORHOOD, CONSIDERATION SHALL BE GIVEN TO:

- 1. THE LOCATION, NATURE AND HEIGHT OF BUILDINGS, STRUCTURES, WALLS AND FENCES ON THE SITE.**
- 2. THE NATURE AND EXTENT OF LANDSCAPING AND SCREENING ON THE SITE.**

The property under consideration, will require street vacations and will not likely have a negative impact, on adjacent properties.

E. OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THESE REGULATIONS.

The property will also include parking lots and truck parking areas with the new construction.

F. ADEQUATE UTILITY, DRAINAGE AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

All standing utilities are still in operation with no problems. CRRM is working with the City of Coffeyville to accommodate all utility needs from both parties.

G. ADEQUATE ACCESS ROADS OR ENTRANCE AND EXIT DRIVES WILL BE PROVIDED AND SHALL BE SO DESIGNED TO PREVENT TRAFFIC HAZARDS AND TO MINIMIZE TRAFFIC CONGESTION IN PUBLIC STREETS AND ALLEYS.

The proposed use should will not present any traffic hazards or congestion.

H. IN CONSIDERATION OF REQUESTS FOR ANY CONDITIONAL USE PERMITS, THE PLANNING COMMISSION SHALL RECOMMEND SUCH CONDITIONS OF USE AS IT DEEMS NECESSARY TO PROTECT THE BEST INTERESTS OF THE CITY, AND THE SURROUNDING PROPERTY AND TO ACHIEVE THE OBJECTIVES OF THIS ORDINANCE.

A VIOLATION OF A REQUIREMENT, CONDITION, OR SAFEGUARD SHALL BE CONSIDERED A VIOLATION OF THIS ORDINANCE AND GROUNDS FOR THE ZONING ADMINISTRATOR TO TERMINATE AND CANCEL SUCH CONDITIONAL USE PERMIT.

Any additional conditions are at the discretion of the Planning Commission, and may include limits to the use of the entire property, signage, % of lot coverage, and outdoor site improvements, as examples.

I. THE PLANNING COMMISSION MAY RECOMMEND A TIME LIMITATION ON THE CONDITIONAL USE REQUESTED. SAID CONDITIONAL USE PERMIT SHALL BE RENEWABLE AT THE DISCRETION OF THE PLANNING COMMISSION.

A time limitation on the usage is not anticipated pending a completion of the hearing by the Commission.

J. Approval of the Conditional Use should be pending approval of the rezoning by the City Commission.

PLANNING STAFF REPORT
Coffeyville Board of Zoning Appeals

DATE : June, 1st, 2021

TO : Coffeyville Board of Zoning Appeals

FROM : Matt Conger Building Official

RE : Zoning Appeals Case: **BZA 2021-01 CRRM**

Mr. Sterling Vance a representative of Coffeyville Resources Refining & Marketing LLC, wishes to apply for a variance to erect a seven foot chain link fence. To go around the property listed below.

BZA 2021-01 CRRM

Starting from the Northeast corner of 1st and Sycamore Street going South to the alley in-between 1st and 2nd Street, then heading East to Lot 14 going back South to 2nd Street going back South to the North curb of 2nd back East to the Northeast corner of 2nd and Pine St. South to the alley between 2nd and 3rd street east to the Northeast corner of Linden Street and the alley South to the Northeast corner of 3rd and Linden Street. East to the Northwest corner of 3rd and Ash Street North on Ash Street to the Southeast corner of 2nd and Ash Street east on 2nd to the Southwest corner of Sunflower Street north on Sunflower to 1st street and West back to Sycamore Street.

Coffeyville, Kansas, 67337

Chapter 29.06.300 VARIANCES:

Paragraph 1. The Board of Zoning Appeals shall administer the details of appeals from or other matters referred to it regarding the application of the zoning ordinance or resolution as hereinafter provided. The Board shall fix a reasonable time for the hearing of an appeal or any other matter referred to it. Notice of the time, place and subject of such hearing shall be published once in the official city newspaper at least twenty (20) days prior to the date fixed for hearing. A copy of the notice shall be mailed to each party to the appeal. If the public hearing was to consider a variance or exception, when deemed necessary by the Board of Zoning appeals, the Board may grant variances and exceptions from the zoning regulations on the basis and in the manner hereinafter provided:

1. *To authorize in specific cases a variance from the specific terms of the regulations which will not be contrary to the public interest where, due to special conditions, a literal enforcement of the provisions of the regulations, in an individual case, results in unnecessary hardship, and provided that the spirit of the regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the ordinance in such district.*

A request for a variance may be granted in such case, upon a finding by the Board that all of the following conditions have been met:

A. THAT THE VARIANCE REQUESTED ARISES FROM SUCH CONDITION WHICH IS UNIQUE TO THE PROPERTY IN QUESTION AND WHICH IS NOT ORDINARILY FOUND IN THE SAME ZONE OR DISTRICT; AND IS NOT CREATED BY AN ACTION OR ACTIONS OF THE PROPERTY OWNER OR THE APPLICANT.

The variance requested will allow CRRM to construct the 7 foot chain link fence around there property. The current (I-1) Light industrial district property to the North already has a security fence around all of the property.

B. THAT THE GRANTING OF THE PERMIT FOR THE VARIANCE WILL NOT ADVERSELY AFFECT THE RIGHTS OF ADJACENT PROPERTY OWNERS OR RESIDENTS.

The construction of the (7') fence should not affect any of the surrounding residents. The site and surrounding neighborhood consists of mostly open space and scattered multi-family residential structures. To the East is a Light Industrial zoned (I-2) owed by (CRRM). To the South and West are some Residential (R-1), and (R-4) zoned properties, they are occupied apartment complexes. To the North is more (I-1) Light industrial property owned by (CRRM)

C. THAT THE STRICT APPLICATION OF THE PROVISIONS OF THIS ORDINANCE OF WHICH VARIANCE IS REQUESTED WILL CONSTITUTE UNNECESSARY HARDSHIP UPON THE PROPERTY OWNER REPRESENTED IN THE APPLICATION.

The strict application of the existing ordinance will prevent CRRM from constructing the fence.

29.05.010.65C. Fence or trellis.

1. An open, decorative, ornamental or chain link fence may be located in the front yard setback requirement, provided that the open fence shall not exceed a height greater than four feet (4') above the average grade of the principal structure.

2. An open or enclosed fence may be located in the side and rear yard, provided that it does not exceed six feet (6') in height.

D. THAT THE VARIANCE DESIRED WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, MORALS, ORDER, CONVENIENCE, PROSPERITY OR GENERAL WELFARE.

No physical damage to the public is foreseen.

E. THAT GRANTING THE VARIANCE WILL NOT BE OPPOSED TO THE GENERAL SPIRIT AND INTENT OF THE ZONING ORDINANCE.

The zoning ordinance is intended to provide general guidelines and limits to overuse or density of property, and to provide some degree of overall uniformity to the zoning district. The majority of structures in this neighborhood are average scale apartment complexes, and a Light Industrial type business. The overall neighborhood usage is of above average condition mixed with isolated lesser condition Multi-family residential and on the perimeter some open vacant lots in the area.

PLANNING STAFF REPORT
Coffeyville Board of Zoning Appeals

DATE : June, 1st, 2021

TO : Coffeyville Board of Zoning Appeals

FROM : Matt Conger Building Official

RE : Zoning Appeals Case: **BZA 2021-02 CRRM**

Mr. Sterling Vance a representative of Coffeyville Resources Refining & Marketing LLC, wishes to apply for a variance to construct three (3) separate driveways exceeding forty feet (40') (See attached drawings)

BZA 2021-02 CRRM

Starting from the Northeast corner of 1st and Sycamore Street going South to the alley in-between 1st and 2nd Street, then heading East to Lot 14 going back South to 2nd Street going back South to the North curb of 2nd back East to the Northeast corner of 2nd and Pine St. South to the alley between 2nd and 3rd street east to the Northeast corner of Linden Street and the alley South to the Northeast corner of 3rd and Linden Street. East to the Northwest corner of 3rd and Ash Street North on Ash Street to the Southeast corner of 2nd and Ash Street east on 2nd to the Southwest corner of Sunflower Street north on Sunflower to 1st street and West back to Sycamore Street.

Coffeyville, Kansas, 67337

Chapter 29.06.300 VARIANCES:

Paragraph 1. The Board of Zoning Appeals shall administer the details of appeals from or other matters referred to it regarding the application of the zoning ordinance or resolution as hereinafter provided. The Board shall fix a reasonable time for the hearing of an appeal or any other matter referred to it. Notice of the time, place and subject of such hearing shall be published once in the official city newspaper at least twenty (20) days prior to the date fixed for hearing. A copy of the notice shall be mailed to each party to the appeal. If the public hearing was to consider a variance or exception, when deemed necessary by the Board of Zoning appeals, the Board may grant variances and exceptions from the zoning regulations on the basis and in the manner hereinafter provided:

1. *To authorize in specific cases a variance from the specific terms of the regulations which will not be contrary to the public interest where, due to special conditions, a literal enforcement of the provisions of the regulations, in an individual case, results in unnecessary hardship, and provided that the spirit of the regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the ordinance in such district.*

A request for a variance may be granted in such case, upon a finding by the Board that all of the following conditions have been met:

A. THAT THE VARIANCE REQUESTED ARISES FROM SUCH CONDITION WHICH IS UNIQUE TO THE PROPERTY IN QUESTION AND WHICH IS NOT ORDINARILY FOUND IN THE SAME ZONE OR DISTRICT; AND IS NOT CREATED BY AN ACTION OR ACTIONS OF THE PROPERTY OWNER OR THE APPLICANT.

The variance requested will allow CRRM to construct the 3 separate driveways on the property. They are requesting the oversized driveways for the purpose of a truck entrances.

B. THAT THE GRANTING OF THE PERMIT FOR THE VARIANCE WILL NOT ADVERSELY AFFECT THE RIGHTS OF ADJACENT PROPERTY OWNERS OR RESIDENTS.

The construction of the driveways should not affect any of the surrounding residents. The site and surrounding neighborhood consists of mostly open space and scattered multi-family residential structures. To the East is a Light Industrial zoned (I-2) owned by (CVR). To the South and West are some Residential (R-1), and (R-4) zoned properties, they are occupied apartment complexes. To the North is more (I-1) Light industrial property owned by (CVR)

C. THAT THE STRICT APPLICATION OF THE PROVISIONS OF THIS ORDINANCE OF WHICH VARIANCE IS REQUESTED WILL CONSTITUTE UNNECESSARY HARDSHIP UPON THE PROPERTY OWNER REPRESENTED IN THE APPLICATION.

The strict application of the existing ordinance will prevent CRRM from constructing the driveways. *Sec. 36-136 (2).* – General requirements for construction of driveway entrances. (2) No driveway entrance for private driveway shall exceed 20 feet in width; and for commercial driveway, more than 40 feet in width.

The board of commissioners may grant, by resolution, variances from the strict application of the provisions of this article, upon determining that all of the following conditions are present:

- (1) The exception or variance desired arises from peculiar physical conditions not ordinarily existing in similar districts in the city or is due to the nature of business and operations on the abutting property.
- (2) The exception or variance desired is not against the public interest, safety, convenience and general welfare.
- (3) The granting of the permit for the exception or variance will not adversely affect the right of adjacent property owners or tenants.
- (4) The strict application of the provisions of section 36-136 will work unnecessary hardship on the property owner or tenant.

D. THAT THE VARIANCE DESIRED WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, MORALS, ORDER, CONVENIENCE, PROSPERITY OR GENERAL WELFARE.

No physical damage to the public is foreseen.

E. THAT GRANTING THE VARIANCE WILL NOT BE OPPOSED TO THE GENERAL SPIRIT AND INTENT OF THE ZONING ORDINANCE.

The zoning ordinance is intended to provide general guidelines and limits to overuse or density of property, and to provide some degree of overall uniformity to the zoning district. The majority of structures in this neighborhood are average scale apartment complexes, and a Light Industrial type business. The overall neighborhood usage is of above average condition mixed with isolated lesser condition Multi-family residential and on the perimeter some open vacant lots in the area.

ORDINANCE NO. S-21-03

AN ORDINANCE REZONING CERTAIN PROPERTIES OWNED BY COFFEYVILLE RESOURCES REFINING & MARKETING, LLC, OR ITS AFFILIATES, WITHIN THE CITY OF COFFEYVILLE, KANSAS AND AMENDING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH.

WHEREAS, the Coffeyville Planning Commission received an application from Mr. Sterling Vance, on behalf of Coffeyville Resources Refining & Marketing, 815 East Martin Street, Coffeyville, Kansas, requesting certain property, as more particularly described above, be rezoned from R-4 (Multi-Family Residential District) to C-4 (Service Commercial District), for the purpose of constructing a new 146,000 square foot (more or less) administrative office, maintenance building, and warehouse, with associated parking lots and mobile offices.

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

WHEREAS, the Coffeyville Planning Commission held a public hearing on June 1, 2021, regarding said rezoning request (Case No. ZC-2021-23); and

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

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

SECTION 1. That the following-described property be and is hereby rezoned from R-4 (Multi-Family Residential District) to C-4 (Service Commercial District), to-wit:

See Exhibit A (attached)

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

Passed and approved this 22nd day of June, 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM:

Paul Kritz, City Attorney

Exhibit A

CVR REFINERY FACILITIES

LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID SE/4; THENCE S88°39'21"W ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 30.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER ROAD, SAID POINT BEING N88°39'21"E A DISTANCE OF 2609.82 FEET FROM THE NORTHWEST CORNER OF SAID SE/4; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, S02°02'28"E A DISTANCE OF 24.23 FEET TO THE NORTHEAST CORNER OF BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, S02°02'28"E A DISTANCE OF 300.79 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE S88°41'08"W ALONG THE SOUTH LINE OF SAID BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION A DISTANCE OF 477.59 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S88°48'23"W A DISTANCE OF 39.78 FEET TO THE SOUTHEAST CORNER OF BLOCK 2, OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S01°29'43"E A DISTANCE OF 80.48 FEET TO THE NORTHEAST CORNER OF BLOCK 5, OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S01°33'26"E ALONG THE EAST LINE OF SAID BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION A DISTANCE OF 300.47 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S88°44'06"W ALONG THE SOUTH LINE OF SAID BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION A DISTANCE OF 400.16 FEET TO THE EAST RIGHT-OF-WAY LINE OF LINDEN STREET AND ALSO BEING THE SOUTHWEST CORNER OF BLOCK 5 OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE N01°33'26"W ALONG SAID EAST RIGHT-OF-WAY LINE OF LINDEN STREET A DISTANCE OF 160.26 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 5 OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S88°56'04"W A DISTANCE OF 60.20 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 4 OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S88°40'06"W A DISTANCE OF 312.42 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 4 OF SAID KANSAS LAND COMPANY'S 2ND ADDITION AND ALSO BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 11 OF THE ORIGINAL ADDITION TO COFFEYVILLE; THENCE S88°26'26"W A DISTANCE OF 198.90 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 11 OF SAID ORIGINAL ADDITION; THENCE N01°18'59"W ALONG THE WEST LINE OF SAID LOT 4, BLOCK 11, ORIGINAL ADDITION A DISTANCE OF 140.05 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 11, ORIGINAL ADDITION; THENCE N02°00'33"W A DISTANCE OF 79.85 FEET TO THE SOUTHWEST CORNER OF BLOCK 1 OF SAID ORIGINAL ADDITION; THENCE S88°33'36"W A DISTANCE OF 79.24 FEET TO THE SOUTHEAST CORNER OF BLOCK 2 OF SAID ORIGINAL ADDITION; THENCE S88°38'23"W A DISTANCE OF 104.04 FEET TO THE SOUTHWEST CORNER OF THE EAST 4 FEET OF LOT 14, BLOCK 2 OF SAID ORIGINAL ADDITION; THENCE N01°26'20"W ALONG THE WEST LINE OF SAID EAST 4 FEET OF LOT 14, BLOCK 2 AND THE NORTHERLY PROLONGATION OF A DISTANCE OF 159.99 FEET TO A POINT ON THE SOUTH LINE OF LOT 3, BLOCK 2 OF SAID ORIGINAL ADDITION; THENCE S88°36'33"W A DISTANCE OF 295.95 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 2 OF SAID ORIGINAL ADDITION; THENCE N01°20'15"W ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 139.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE N88°35'26"E ALONG THE NORTH LINE OF SAID BLOCK 2, ORIGINAL ADDITION A DISTANCE OF 399.59 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 2, ORIGINAL ADDITION; THENCE N88°48'03"E A DISTANCE OF 79.53 FEET TO THE NORTHWEST CORNER

OF BLOCK 1, ORIGINAL ADDITION; THENCE N88°25'16"E ALONG THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 195.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1 AND ALSO BEING THE NORTHWEST CORNER OF BLOCK 3, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE N88°38'03"E ALONG THE NORTH LINE OF SAID BLOCK 3 A DISTANCE OF 316.52 FEET THE NORTHEAST CORNER OF SAID BLOCK 3; THENCE N88°36'13"E A DISTANCE OF 60.03 FEET TO THE NORTHWEST CORNER OF BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE N88°35'15"E ALONG THE NORTH LINE OF SAID BLOCK 2 A DISTANCE OF 399.80 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE N88°46'42"E A DISTANCE OF 39.91 FEET TO THE NORTHWEST CORNER OF BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE N88°39'29"E ALONG THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 474.22 FEET TO THE POINT OF BEGINNING, CONTAINING 18.85 ACRES, MORE OR LESS,

AND;

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE S88°39'21"W ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 2074.55 FEET TO A POINT BEING N88°39'21"E A DISTANCE OF 565.45 FEET FROM THE NORTHWEST CORNER OF SAID SE/4; THENCE LEAVING SAID NORTH LINE, S01°20'39"E A DISTANCE OF 25.93 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND THE TRUE POINT OF BEGINNING; THENCE S01°15'55"E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 140.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S88°37'26"W A DISTANCE OF 400.05 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 3, OF SAID ORIGINAL ADDITION; THENCE N01°16'15"W ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 140.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE N88°37'10"E A DISTANCE OF 400.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1.29 ACRES, MORE OR LESS.

REGULAR MEETING
COFFEYVILLE PLANNING COMMISSION
TUESDAY, June 1, 2021

The Coffeyville Planning Commission met in Regular Session, with Commissioner Jeffery McCloud presiding.

1. **CALL TO ORDER** – Commissioner McCloud called the meeting to order at 5:30 p.m.
2. **ROLL CALL** - Those in attendance were:

	<u>Present</u>	<u>Absent</u>
Max Williams		x
Deborah Maples		x
Jeffrey McCloud	x	
Jim Falkner	x	
Pam Jones	x	
Joleen Swindell	x	

City Staff Present:

Matthew Conger, City Building Official
Beth Shinkle, Administrative Assistant
Thomas Osborn, Director of Engineering Services
Mark Hall, City Manager
Paul Kritz, City Attorney

3. **MINUTES** - Minutes of the last Planning Commission meeting of May 4, 2021.
Commissioner McCloud approved the minutes as presented of the Regular Planning Commission meeting of May 4, 2021.
4. **OLD BUSINESS** -
 - 4.1 **CASES** – None.
 - 4.2 **REPORTS FROM STAFF** – None.
5. **COMMUNICATIONS** – None.
6. **NEW BUSINESS** -

Zoning Case 2021-03-CRRM

Sterling Vance, 400 N. Linden, Coffeyville, Kansas; representing CVR Energy approached the podium accompanied by a modified presentation from the previous meeting he attended. Mr. Vance stated that these modifications are a resolution for the concerns the community voiced and the agreement made during the Memorandum of Understanding (MOU) with the City. He stated that he would go through the highlights of changes made

during the MOU. The community had requested that the boundary limit of real estate that CRRM is trying to acquire be to 4th Street down from "3rd ½ Street," they have done this.

Moving on, he referred to a slide that has an outline of the property that CRRM owns and what the build site looks like. They have made modifications to street vacations, but the building site has remained the same. Mr. Vance presented the updated plan and the changes that have been made. These changes are as follows. The entrance for visitor parking and the warehouse has been relocated from 3rd Street to 2nd and Sunflower, to eliminate large truck traffic in the residential area. They rescinded their request for vacating 1st Street and Cedar Street in addition to adjacent streets along Harmon Park. In negotiation with the City, they have reached a solution of closing the streets rather than vacating them.

He further presented alleyway improvements that they would be making. There are two alley sections that they will need to make improvements to. These sections are between 1st and 2nd Street, as well as between Cedar and Sycamore.

Mr. Vance then referred to a slide that illustrated the entrances and exits for employees and contractors. He stated that these access point would all be off of 1st Street. The exception to this is the visitor and warehouse access point which is located at 2nd and Sunflower.

Next on the presentation was City improvements. Mr. Vance stated that there are several utility improvements that the project will provide. Mostly sanitary sewer, potable water, storm water, and reduction in street maintenance.

Commissioner Falkner asked about the 7 foot fence.

Sterling Vance stated that it would be a 7 foot chain-link fence surrounding the entire property with privacy slats put in place in any location that the neighboring property requested them. He also stated that they will not be putting barbed wire along the top.

Commissioner Falkner asked who would be responsible to replace the privacy slats should they become weathered or damaged.

Sterling Vance responded that it would be the responsibility of CRRM to maintain them.

Commissioner Jones asked Mr. Vance who would be paying for the infrastructure in the area of the warehouse and if those would be capped off and left or if they would be removed.

Sterling Vance referred back to the presentation and stated that there would be a great deal of removal and some that will be abandoned in place, because they are very deep. They will be removing and replacing a significant portion to meet the needs of the new building.

Commissioner Jones asked if there would be a cost to the City.

Sterling Vance responded that there would not be a cost to the City.

Commissioner Falkner asked if any lines that are buried will be high pressure water lines.

Sterling Vance stated that there would be no high pressure water lines.

Commissioner Jones asked about gas lines.

Sterling Vance stated that there would be some gas line relocation, but that they would be removing anything that has been abandoned in place from the old residential hookups and installing new lines to meet the needs of the new building.

Pastor Walker, 414 E. 2nd Street, Coffeyville, Kansas; representing Sardis First Missionary Baptist Church approached the podium and stated that Cedar Street is currently being used by the refinery and that the street is destroyed and in severe disrepair. He asked if the street would be repaired as part of this project.

Mark Hall and Thomas Osborn stated that Cedar is not part of the CRRM project, so it will rest on the City to repair and maintain in the future.

Commissioner Falkner motioned, and Commissioner Swindell seconded, to approve Zoning Case 2021-03-CRRM.

Commissioner McCloud	Aye
Commissioner Jones	Aye
Commissioner Swindell	Aye
Commissioner Falkner	Aye

Motion approved.

Conditional Use Case 2021-03-CRRM

Matthew Conger stated that the Conditional Use is solely for the warehouse to operate in the C-4 Zoning. They have to have a Conditional Use to have the warehouse there as part of our zoning ordinance.

Commissioner Jones asked Mr. Vance if anything corrosive or explosive would be stored in the warehouse.

Sterling Vance responded that nothing of that nature would be stored in the warehouse. Only parts, filter, gaskets, and other similar items would be stored there.

Chiquita Clemons, 412 E. 4th Street, Coffeyville, Kansas; approached the podium and asked that since the buffer zone has been moved to 4th Street, what happens to those who live on 4th Street and do not wish to sell. She also asked if they would they be forced out of their homes.

Sterling Vance responded that you do not have to sell. He further stated that there would be no forcing anyone out of their homes.

Chiquita Clemons stated that there is a house next door to her that CVR has purchased and the doors and windows have been taken out. She asked why it has not yet been torn down.

Thomas Osborn responded that removing doors and windows is part of the demolition process to keep people from living inside of abandoned properties.

Commissioner Falkner motioned, and Commissioner Jones seconded, to approve Conditional Use Case 2021-03-CRRM.

Commissioner McCloud	Aye
Commissioner Jones	Aye
Commissioner Swindell	Aye
Commissioner Falkner	Aye

Motion approved.

BZA Case 2021-01 CRRM

Matthew Conger stated this is a variance for the 7 foot chain-link fence to go on the property. Per our ordinance, 6 feet is the maximum height and they are asking for an additional foot of height.

Commissioner Falkner asked Mr. Vance if the additional height was something they put in or if it was requested by the community.

Sterling Vance responded that the security parameters the refinery has are required by Homeland Security, these parameters state that they must have a 7 foot fence with 3 strands of barbed wire on top. They have listened to the community and worked to remove the 3 strands of barbed wire. However, the 7 foot requirement remains.

Commissioner Falkner motioned, and Commissioner McCloud seconded, to approve BZA Case 2021-01 CRRM.

Commissioner McCloud	Aye
Commissioner Jones	Aye
Commissioner Swindell	Aye
Commissioner Falkner	Aye

Motion approved.

BZA Case 2021-02 CRRM

Matthew Conger stated that this is a variance for driveways. Per our ordinance, the maximum width of a driveway for commercial use is 40 feet, and they will be over that limit on 3 of their driveways.

Commissioner Falkner motioned, and Commissioner Jones seconded, to approve BZA Case 2021-02 CRRM.

Commissioner McCloud	Aye
Commissioner Jones	Aye
Commissioner Swindell	Aye

Commissioner Falkner

Aye

Motion approved.

Street Vacations (X-6)

Matthew Conger stated that this is for the 6 roads and alleyways to be vacated. This will just be a recommendation to the City Commission.

Commissioner McCloud motioned, and Commissioner Falkner seconded, to recommend approval of Street Vacations (X-6).

Commissioner McCloud

Aye

Commissioner Jones

Aye

Commissioner Swindell

Aye

Commissioner Falkner

Aye

Motion approved.

7. Additional Business.

A. General Discussion by the Planning Commission Members.

None.

B. Comments from the Public Addressing any Planning or Zoning Issue.

Craig Starnes, 505 E. 5th Street, Coffeyville, Kansas; approached the podium and asked if they would be going back that far.

Sterling Vance responded that it will only go to the North side of 4th Street.

C. Date for the next Planning Commission meeting: TBD

8. Adjournment.

Commissioner McCloud adjourned the meeting at 5:55 pm.

Date of Approval

Max Williams, Chairman

PETITION TO VACATE A PORTION OF SOUTH PINE STREET
CITY OF COFFEYVILLE, KANSAS

Pursuant to K.S.A. 12-505, Coffeyville Resources Refining & Marketing, LLC, hereby petitions the City of Coffeyville, Kansas, to (1) vacate certain portions of South Pine Street within the City of Coffeyville, Montgomery County, Kansas, as described below, (2) give notice of this Petition, as required by law, (3) set a date and time on which the Petition will be presented to the Governing Body, for a hearing thereon, and (4) allow all persons interested to appear and be heard on the Petition.

Dated this 20th day of April 2021

By *Sterling B. Vance*

Sterling B. Vance, PE, MBA
Sr. Project Manager
CVR Energy, Inc.
2277 Plaza Drive, Ste 500, Sugar
Land, TX 77479
Mobile 801.913.9940

Fee: \$125

Description of South Pine Street to be Vacated

ALL THAT PART OF THE PINE STREET RIGHT-OF-WAY IN A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 1, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND BEING THE EAST RIGHT-OF-WAY LINE OF PINE STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF PINE STREET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND THE NORTH RIGHT-OF-WAY LINE OF 2ND STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 2ND STREET TO THE SOUTHEAST CORNER OF BLOCK 2, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND THE WEST RIGHT-OF-WAY LINE OF PINE STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF PINE STREET TO THE NORTHEAST CORNER OF SAID BLOCK 2, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND THE SOUTH RIGHT-OF-WAY LINE OF 1ST STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 1ST STREET TO THE POINT OF BEGINNING.

**PETITION TO VACATE A PORTION OF ALLEY LOCATED BETWEEN EAST FIRST
AND EAST SECOND STREET
CITY OF COFFEYVILLE, KANSAS**

Pursuant to K.S.A. 12-505, Coffeyville Resources Refining & Marketing, LLC, hereby petitions the City of Coffeyville, Kansas, to (1) vacate certain portions of an Alley between East First and East Second Street within the City of Coffeyville, Montgomery County, Kansas, as described below, (2) give notice of this Petition, as required by law, (3) set a date and time on which the Petition will be presented to the Governing Body, for a hearing thereon, and (4) allow all persons interested to appear and be heard on the Petition.

Dated this 20th day of April, 2021

By Sterling B. Vance

Sterling B. Vance, PE, MBA
Sr. Project Manager
CVR Energy, Inc.
2277 Plaza Drive, Ste 500, Sugar
Land, TX 77479
Mobile 801.913.9940

Fee: \$125

Description of Alley between East First Street and East Second to be Vacated

ALL THAT PART OF THE ALLEY LYING IN BLOCK 2, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND BEING A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE; THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 16, BLOCK 2, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE; THENCE WEST TO THE NORTHWEST CORNER OF THE EAST 4 FEET OF LOT 14, BLOCK 2, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE; THENCE NORTH ON THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID EAST 4 FEET OF LOT 14 TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (N/2) OF BLOCK 2, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE, THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE ALLEY LYING IN BLOCK 1, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND ALL THAT PART LYING IN BLOCK 3, KANSAS LAND COMPANY'S 2ND ADDITION AND ALSO BEING A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE

SOUTHEAST CORNER OF LOT 1, BLOCK 3, KANSAS LAND COMPANY'S 2ND ADDITION, THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 12, BLOCK 3, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF LOT 5, BLOCK 1, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE; THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE; THENCE EAST TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE ALLEY LYING IN BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND BEING A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE, THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 16, BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE WEST TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE EAST TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE ALLEY LYING IN BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION AND BEING A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE, THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 20, BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE WEST TO THE NORTHWEST CORNER OF LOT 11, BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE EAST TO THE POINT OF BEGINNING.

PETITION TO VACATE A PORTION OF EAST SECOND STREET
CITY OF COFFEYVILLE, KANSAS

Pursuant to K.S.A. 12-505, Coffeyville Resources Refining & Marketing, LLC, hereby petitions the City of Coffeyville, Kansas, to (1) vacate certain portions of East Second Street within the City of Coffeyville, Montgomery County, Kansas, as described below, (2) give notice of this Petition, as required by law, (3) set a date and time on which the Petition will be presented to the Governing Body, for a hearing thereon, and (4) allow all persons interested to appear and be heard on the Petition.

Dated this 20th day of April 2021

By Sterling B. Vance

Sterling B. Vance, PE, MBA
Sr. Project Manager
CVR Energy, Inc.
2277 Plaza Drive, Ste 500, Sugar
Land, TX 77479
Mobile 801.913.9940

Fee: \$125

Description of East Second Street to be Vacated

ALL THAT PART OF THE SECOND (2ND) STREET RIGHT-OF-WAY IN A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF 2ND STREET AND ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH ASH STREET; THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY OF SOUTH ASH STREET TO THE NORTHEAST CORNER OF BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 2ND STREET TO THE NORTHWEST CORNER OF BLOCK 11, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND THE EAST RIGHT-OF-WAY LINE OF PINE STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE OF PINE STREET TO THE SOUTHWEST CORNER OF BLOCK 1, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND THE NORTH RIGHT-OF-WAY LINE OF SAID 2ND STREET; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 2ND STREET TO THE POINT OF BEGINNING.

**PETITION TO VACATE A PORTION OF ALLEY LOCATED BETWEEN EAST
SECOND AND EAST THIRD STREET
CITY OF COFFEYVILLE, KANSAS**

Pursuant to K.S.A. 12-505, Coffeyville Resources Refining & Marketing, LLC, hereby petitions the City of Coffeyville, Kansas, to (1) vacate certain portions of an Alley between East Second and East Third Street within the City of Coffeyville, Montgomery County, Kansas, as described below, (2) give notice of this Petition, as required by law, (3) set a date and time on which the Petition will be presented to the Governing Body, for a hearing thereon, and (4) allow all persons interested to appear and be heard on the Petition.

Dated this 20th day of April 2021

By *Sterling B. Vance*

Sterling B. Vance, PE, MBA

Sr. Project Manager

CVR Energy, Inc.

2277 Plaza Drive, Ste 500, Sugar

Land, TX 77479

Mobile 801.913.9940

Fee: \$125

Description of Alley between East Second Street and East Third to be Vacated

ALL THAT PART OF THE ALLEY LYING IN BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION AND BEING A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE, THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 16, BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE WEST TO THE NORTHWEST CORNER OF LOT 9, BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE EAST TO THE POINT OF BEGINNING.

PETITION TO VACATE A PORTION OF SOUTH ASH STREET
CITY OF COFFEYVILLE, KANSAS

Pursuant to K.S.A. 12-505, Coffeyville Resources Refining & Marketing, LLC, hereby petitions the City of Coffeyville, Kansas, to (1) vacate certain portions of South Ash Street within the City of Coffeyville, Montgomery County, Kansas, as described below, (2) give notice of this Petition, as required by law, (3) set a date and time on which the Petition will be presented to the Governing Body, for a hearing thereon, and (4) allow all persons interested to appear and be heard on the Petition.

Dated this 20th day of April 2021

By Sterling B. Vance

Sterling B. Vance, PE, MBA

Sr. Project Manager

CVR Energy, Inc.

2277 Plaza Drive, Ste 500, Sugar

Land, TX 77479

Mobile 801.913.9940

Fee: \$125

Description of South Ash Street to be Vacated

ALL THAT PART OF THE ASH STREET RIGHT-OF-WAY IN A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND BEING THE EAST RIGHT-OF-WAY LINE OF ASH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF ASH STREET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE NORTH RIGHT-OF-WAY LINE OF 2ND STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 2ND STREET TO THE SOUTHEAST CORNER OF BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE WEST RIGHT-OF-WAY LINE OF ASH STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF ASH STREET TO THE NORTHEAST CORNER OF SAID BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE SOUTH RIGHT-OF-WAY LINE OF 1ST STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 1ST STREET TO THE POINT OF BEGINNING.

AND

PETITION TO VACATE A PORTION OF SOUTH LINDEN STREET
CITY OF COFFEYVILLE, KANSAS

Pursuant to K.S.A. 12-505, Coffeyville Resources Refining & Marketing, LLC, hereby petitions the City of Coffeyville, Kansas, to (1) vacate certain portions of South Linden Street within the City of Coffeyville, Montgomery County, Kansas, as described below, (2) give notice of this Petition, as required by law, (3) set a date and time on which the Petition will be presented to the Governing Body, for a hearing thereon, and (4) allow all persons interested to appear and be heard on the Petition.

Dated this 20th day of April 2021

By *Sterling B. Vance*

Sterling B. Vance, PE, MBA
Sr. Project Manager
CVR Energy, Inc.
2277 Plaza Drive, Ste 500, Sugar
Land, TX 77479
Mobile 801.913.9940

Fee: \$125

Description of South Linden Street to be Vacated

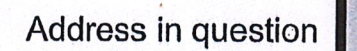
ALL THAT PART OF THE LINDEN STREET RIGHT-OF-WAY IN A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND BEING THE EAST RIGHT-OF-WAY LINE OF LINDEN STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF LINDEN STREET TO THE SOUTHWEST CORNER OF SAID BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE NORTH RIGHT-OF-WAY LINE OF 2ND STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 2ND STREET TO THE SOUTHEAST CORNER OF BLOCK 3, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE WEST RIGHT-OF-WAY LINE OF LINDEN STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF LINDEN STREET TO THE NORTHEAST CORNER OF SAID BLOCK 3, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE SOUTH RIGHT-OF-WAY LINE OF 1ST STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 1ST STREET TO THE POINT OF BEGINNING.
AND

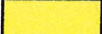
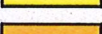
ALL THAT PART OF THE LINDEN STREET RIGHT-OF-WAY IN A PART OF THE EAST HALF (E/2) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 8, BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND BEING THE EAST RIGHT-OF-WAY LINE OF LINDEN STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE OF LINDEN STREET TO THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 4, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE WEST RIGHT-OF-WAY LINE OF LINDEN STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE OF LINDEN STREET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 4, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 2ND STREET TO THE POINT OF BEGINNING.



GIS System By: Midland GIS

Legend



	AGR		M
	C-1		OP
	C-2		PUD
	C-3		R-
	C-4		R-1
	I-1		R-2
	I-2		R-4

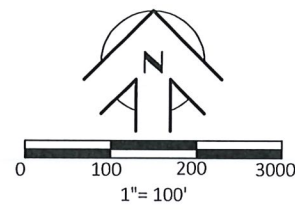
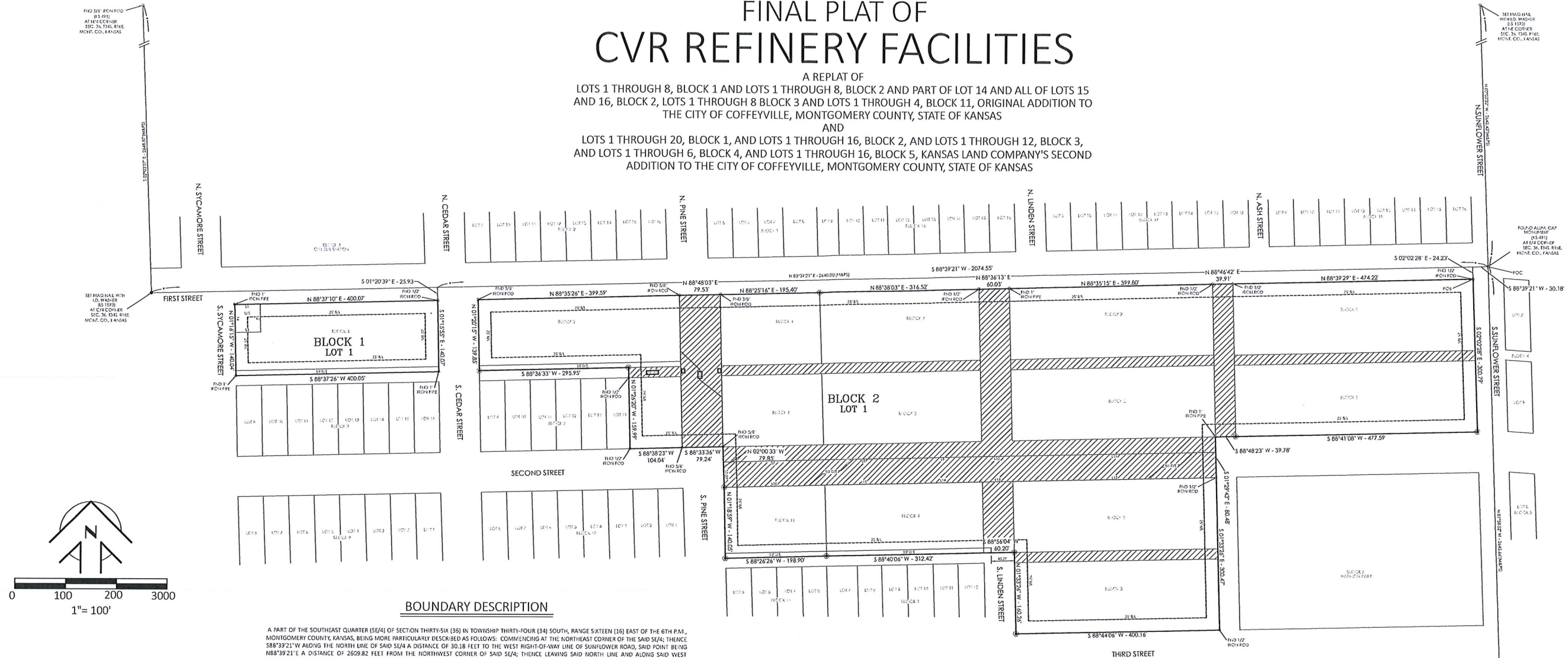
1"=250 FT



FINAL PLAT OF CVR REFINERY FACILITIES

A REPLAT OF
LOTS 1 THROUGH 8, BLOCK 1 AND LOTS 1 THROUGH 8, BLOCK 2 AND PART OF LOT 14 AND ALL OF LOTS 15
AND 16, BLOCK 2, LOTS 1 THROUGH 8 BLOCK 3 AND LOTS 1 THROUGH 4, BLOCK 11, ORIGINAL ADDITION TO
THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, STATE OF KANSAS

AND
LOTS 1 THROUGH 20, BLOCK 1, AND LOTS 1 THROUGH 16, BLOCK 2, AND LOTS 1 THROUGH 12, BLOCK 3,
AND LOTS 1 THROUGH 6, BLOCK 4, AND LOTS 1 THROUGH 16, BLOCK 5, KANSAS LAND COMPANY'S SECOND
ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, STATE OF KANSAS



BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE S88°39'21" W ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 30.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER ROAD, SAID POINT BEING N88°39'21" E A DISTANCE OF 2609.82 FEET FROM THE NORTHWEST CORNER OF SAID SE/4; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, S02°02'28" E A DISTANCE OF 24.23 FEET TO THE NORTHEAST CORNER OF BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, S02°02'28" E A DISTANCE OF 300.79 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION TO THE CITY OF COFFEYVILLE; THENCE S88°41'08" W ALONG THE SOUTH LINE OF SAID BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION A DISTANCE OF 477.59 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S88°48'23" W A DISTANCE OF 39.78 FEET TO THE SOUTHEAST CORNER OF BLOCK 2, OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S01°29'43" E A DISTANCE OF 80.48 FEET TO THE NORTHEAST CORNER OF BLOCK 5, OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S01°33'26" E ALONG THE EAST LINE OF SAID BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION A DISTANCE OF 300.47 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S88°44'05" W ALONG THE SOUTH LINE OF SAID BLOCK 5, KANSAS LAND COMPANY'S 2ND ADDITION A DISTANCE OF 400.16 FEET TO THE EAST RIGHT-OF-WAY LINE OF LINDEN STREET AND ALSO BEING THE SOUTHWEST CORNER OF BLOCK 5 OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE N01°33'26" W ALONG SAID EAST RIGHT-OF-WAY LINE OF LINDEN STREET A DISTANCE OF 160.26 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 5 OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S88°56'04" W A DISTANCE OF 60.20 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 4 OF SAID KANSAS LAND COMPANY'S 2ND ADDITION; THENCE S88°26'26" W A DISTANCE OF 198.90 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 11, ORIGINAL ADDITION A DISTANCE OF 140.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 11, ORIGINAL ADDITION; THENCE N02°00'33" W A DISTANCE OF 79.85 FEET TO THE SOUTHWEST CORNER OF BLOCK 1 OF SAID ORIGINAL ADDITION; THENCE S88°33'36" W A DISTANCE OF 79.24 FEET TO THE SOUTHEAST CORNER OF BLOCK 2 OF SAID ORIGINAL ADDITION; THENCE S88°38'23" W A DISTANCE OF 104.04 FEET TO THE SOUTHWEST CORNER OF THE EAST 4 FEET OF LOT 14, BLOCK 2 OF SAID ORIGINAL ADDITION; THENCE N01°26'20" W ALONG THE WEST LINE OF SAID EAST 4 FEET OF LOT 14, BLOCK 2 AND THE NORTHERLY PROLONGATION OF A DISTANCE OF 159.99 FEET TO A POINT ON THE SOUTH LINE OF LOT 3, BLOCK 2 OF SAID ORIGINAL ADDITION; THENCE S88°36'33" W A DISTANCE OF 295.95 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 5 OF SAID ORIGINAL ADDITION; THENCE N01°20'15" W ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 139.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE N88°35'26" E ALONG THE NORTH LINE OF SAID BLOCK 2, ORIGINAL ADDITION A DISTANCE OF 399.59 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 2, ORIGINAL ADDITION; THENCE N88°48'03" E A DISTANCE OF 79.53 FEET TO THE NORTHWEST CORNER OF BLOCK 1, ORIGINAL ADDITION; THENCE N88°25'16" E ALONG THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 195.40 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1 AND ALSO BEING THE NORTHEAST CORNER OF BLOCK 3, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE N88°38'03" E ALONG THE NORTH LINE OF SAID BLOCK 3 A DISTANCE OF 316.52 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 3; THENCE N88°36'13" E A DISTANCE OF 60.03 FEET TO THE NORTHWEST CORNER OF BLOCK 2, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE N88°35'15" E ALONG THE NORTH LINE OF SAID BLOCK 2 A DISTANCE OF 399.80 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE N88°46'42" E A DISTANCE OF 39.91 FEET TO THE NORTHWEST CORNER OF BLOCK 1, KANSAS LAND COMPANY'S 2ND ADDITION; THENCE N88°39'21" E ALONG THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 474.22 FEET TO THE POINT OF BEGINNING, CONTAINING 18.85 ACRES, MORE OR LESS.

AND;

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36) IN TOWNSHIP THIRTY-FOUR (34) SOUTH, RANGE SIXTEEN (16) EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE S88°39'21" W ALONG THE NORTH LINE OF SAID SE/4 A DISTANCE OF 2074.55 FEET TO A POINT BEING N88°39'21" E A DISTANCE OF 565.45 FEET FROM THE NORTHWEST CORNER OF SAID SE/4; THENCE LEAVING SAID NORTH LINE, S01°20'39" E A DISTANCE OF 25.93 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3, ORIGINAL ADDITION TO THE CITY OF COFFEYVILLE AND THE TRUE POINT OF BEGINNING; THENCE S01°15'55" E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 140.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S88°37'28" W A DISTANCE OF 400.05 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 3, OF SAID ORIGINAL ADDITION; THENCE N01°16'15" W ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 140.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE N88°37'10" E A DISTANCE OF 400.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1.29 ACRES, MORE OR LESS.

SITE AREA METRICS

Addition has 2 Lots, 2 Blocks, containing 20.14 acres, more or less

BASIS OF BEARINGS

Horizontal Datum based upon the Kansas State Plane Coordinate System, Nad 83, South Zone.

LEGEND

D/E = Drainage Easement
U/E = Utility Easement
B/L = Building Line

= Denotes Rights of Way Vacated by this Plat

- ⊙ = Set Monument (1/2"x24" Iron Rod with ID Cap)
- = Found Monument
- (M&P)S = Measured & Previous Survey
- POB = Point of Beginning
- POC = Point of Commencement
- FND = Found Monument

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°39'10" E	50.01
L2	N 01°16'15" E	55.00
L3	S 88°37'10" W	50.01
L4	N 01°16'15" W	55.00
L5	S 01°22'00" E	299.49
L6	N 01°27'58" W	300.02
L7	N 88°36'13" E	116.00
L8	N 88°40'07" W	156.80
L9	N 88°40'07" E	156.73
L10	N 88°44'43" E	60.00
L11	N 88°44'06" E	399.88
L12	S 88°44'06" W	400.16
L13	S 88°44'43" W	39.97
L14	S 88°40'07" W	156.70
L15	S 88°40'07" W	156.70
L16	S 88°26'26" W	197.56

OWNER

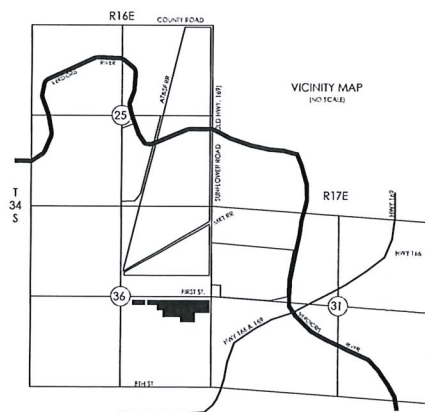
Coffeyville Resources
Refining & Marketing LLC
808 E New Street,
Coffeyville, KS 67337
(620) 251-4000

ENGINEER

Professional Engineering Consultants PA
1924 S. Utica Avenue, Suite 1400,
Tulsa, Oklahoma 74104
(918) 664-5400
Chad Grisier, PE

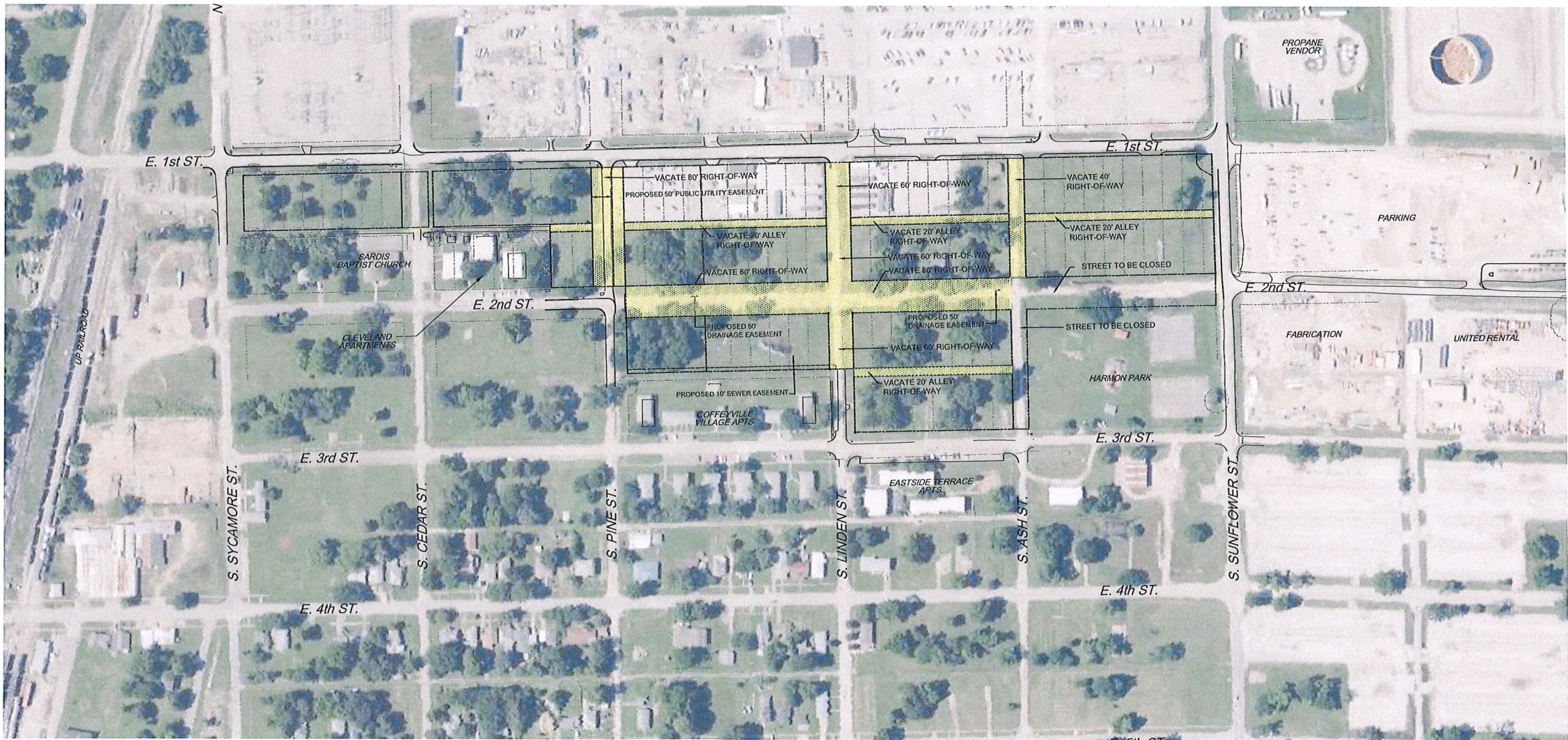
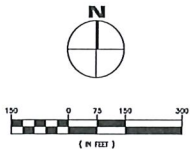
SURVEYOR

Buckland Surveying
Company, Inc.
1652 S.E. Washington Blvd.
Bartlesville, Oklahoma 74006
(918) 335-5071



LEGEND

PROPOSED STREET CLOSURE AND
RIGHT-OF-WAY VACATION BY PLAT



Drawn by: PEC Date: 04/20/2021
Designed by: PEC Scale: 1" = 200'
Checked by: PEC Project No.: 05755.28
Engineered by: RE

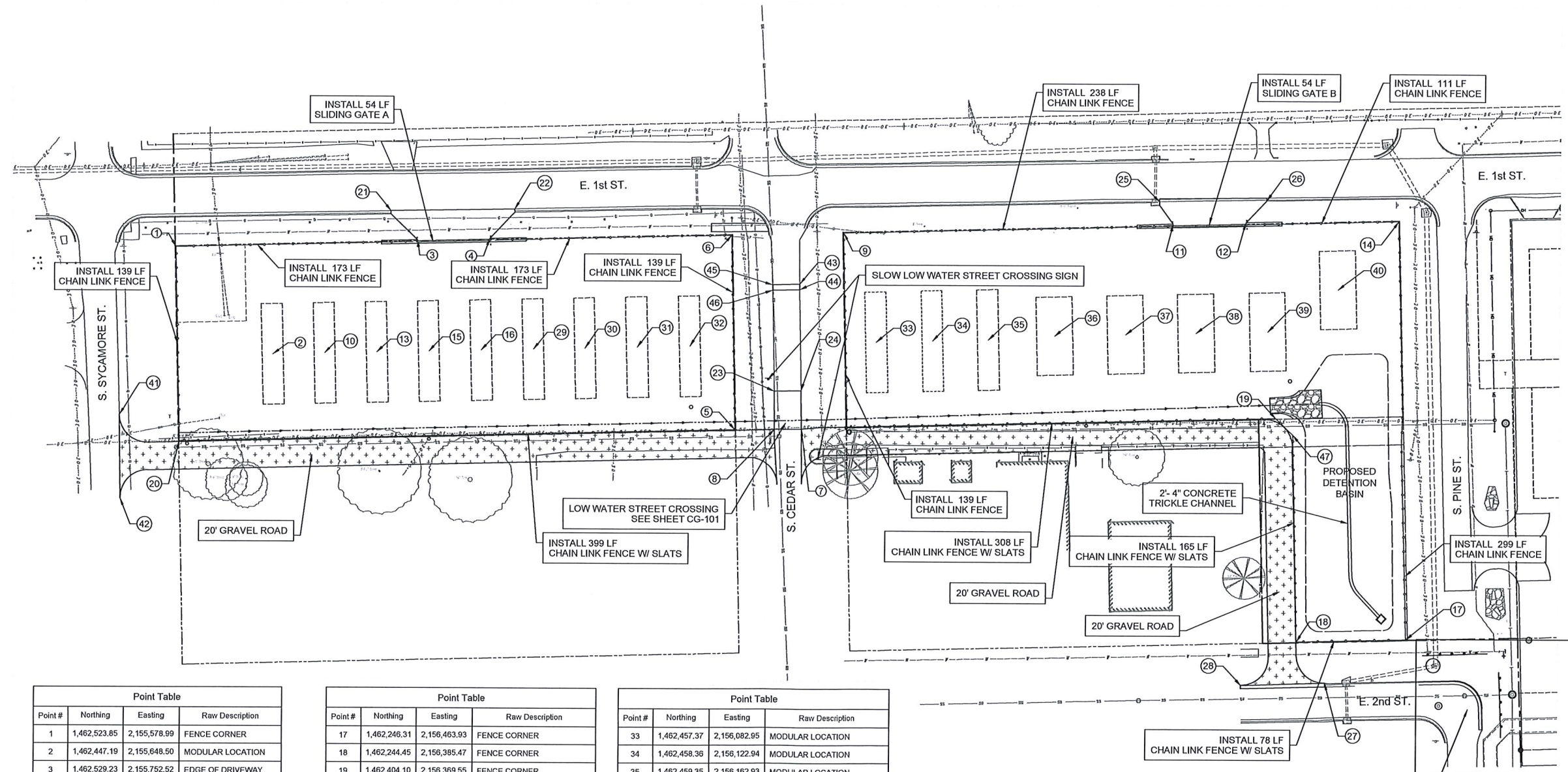
No.	Date	Revision

Drawing Title
CVR ENERGY FACILITIES RELOCATION
COFFEYVILLE, KS
STREET CLOSURE EXHIBIT



620 W California Avenue
Oklahoma City, Oklahoma
73102-2418
Ph. 405.235.0726
Drawing No: CN-010

1. ALL DIMENSIONS AND COORDINATE POINTS ARE TO FACE OF CURB OR EDGE OF PAVEMENT/SLAB.
2. SEE SHEET CS-501 FOR TYPICAL FENCING AND GATE DETAILS.



Point Table			
Point #	Northing	Easting	Raw Description
33	1,462,457.37	2,156,082.95	MODULAR LOCATION
34	1,462,458.36	2,156,122.94	MODULAR LOCATION
35	1,462,459.35	2,156,162.93	MODULAR LOCATION
36	1,462,462.37	2,156,210.35	MODULAR LOCATION
37	1,462,463.59	2,156,261.34	MODULAR LOCATION
38	1,462,464.77	2,156,312.33	MODULAR LOCATION
39	1,462,465.95	2,156,363.31	MODULAR LOCATION
40	1,462,496.19	2,156,413.81	MODULAR LOCATION
41	1,462,403.47	2,155,538.91	CONNECT TO EXISTING CURVE
42	1,462,343.71	2,155,539.71	CONNECT TO EXISTING CURVE
43	1,462,498.77	2,156,026.93	PAVEMENT REPLACEMENT
44	1,462,494.77	2,156,026.98	PAVEMENT REPLACEMENT
45	1,462,498.29	2,156,007.58	PAVEMENT REPLACEMENT
46	1,462,494.30	2,156,007.72	PAVEMENT REPLACEMENT
47	1,462,392.22	2,156,382.00	FENCE CORNER
49	1,462,396.64	2,156,061.84	FENCE CORNER



SEAL:



COFFEYVILLE, KS
67337

CONSULTANT:



REVISIONS:

1 IFC 4/15/21

ISSUE DATE:

04.15.2021

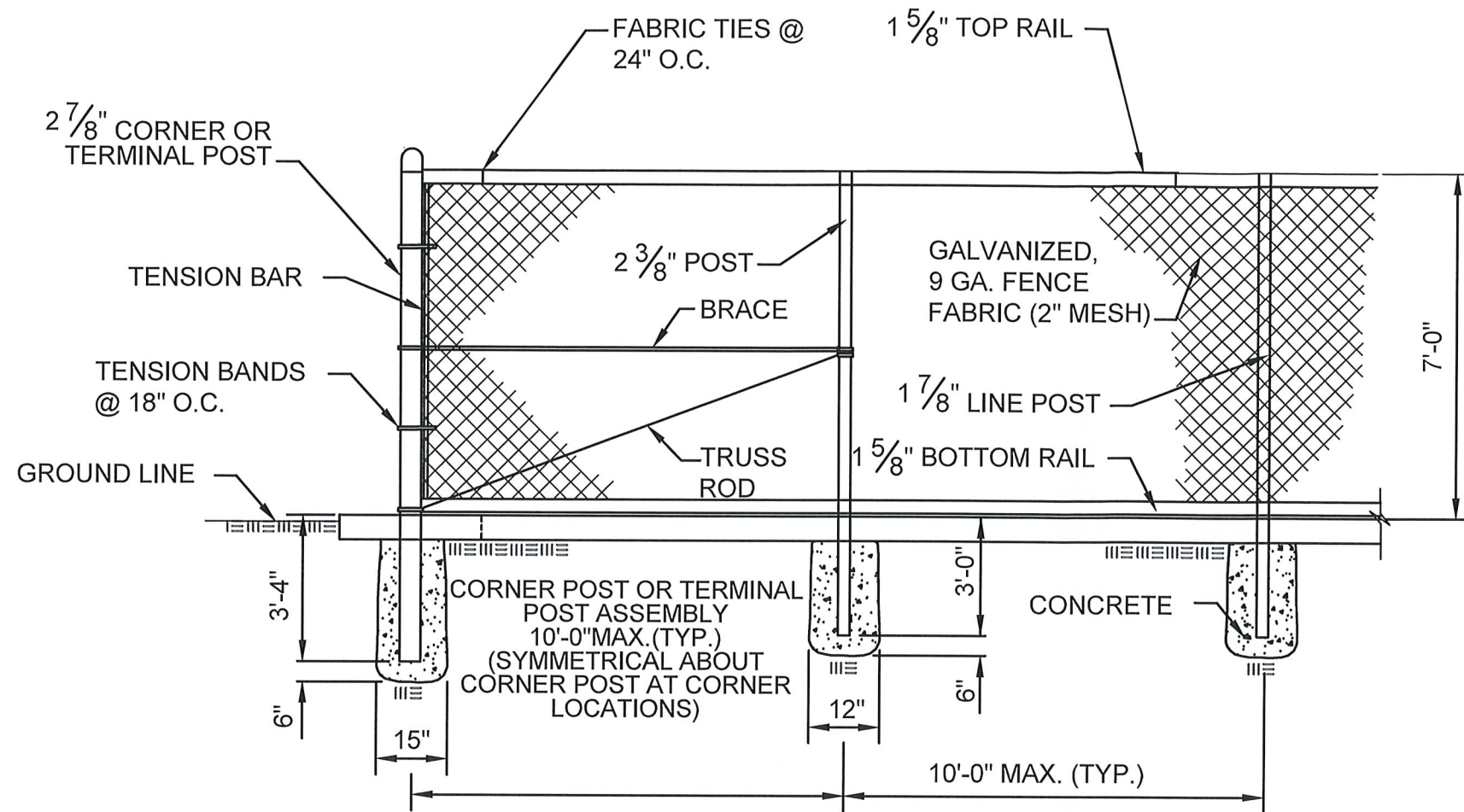
SHEET NAME:

SITE PLAN

SHEET #:

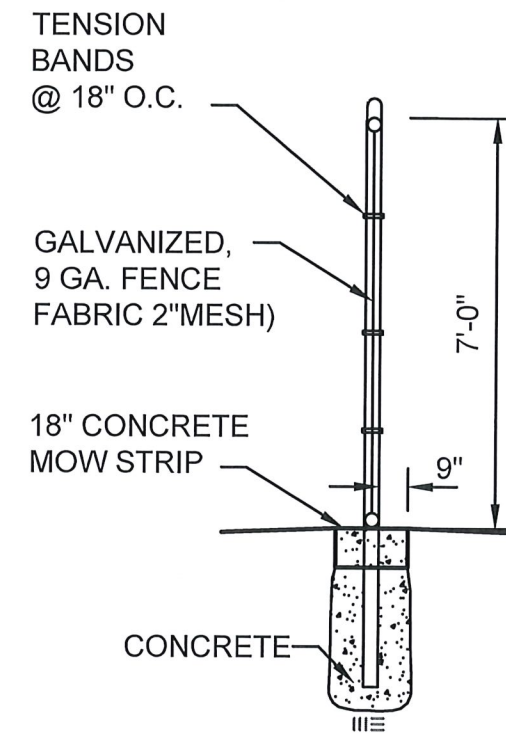
CS-101

Saved 04-14-2021 10:40:16 AM by CHAD.CRISIER
Plot Scale 1:1 04-14-2021 2:14:04 PM by CHAD.CRISIER_PJ
\\A:\Tubao\2019\197061\001\Munl Drawings\PLANS\197061-001-MODULAR SITE\197061-001-C-MODULAR SITE PLAN



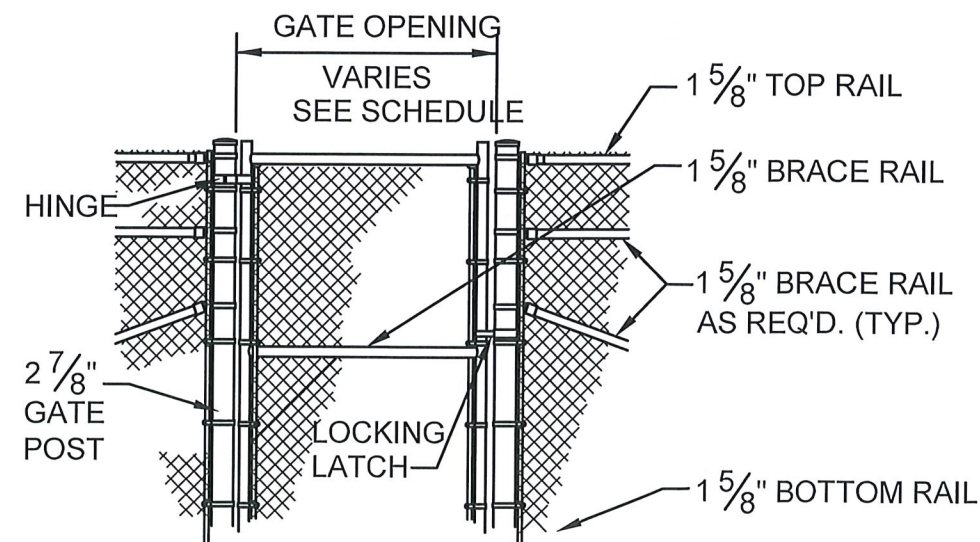
7' GALVANIZED CHAIN LINK FENCE
N.T.S.

NOTE: FENCING ALONG PUBLIC STREETS AND RESIDENTIAL AREAS SHALL HAVE PRIVACY SLATS (Fin2000 MANUFACTURED BY PRIVACY LINK OR APPROVED EQUAL. COLOR TO BE SELECTED BY OWNER) INSTALLED.



TYPICAL 7' FENCE SECTION
N.T.S.

NOTE: ALL POSTS AND RAILS SHALL BE SCH 40 HOT DIPPED GALVANIZED STEEL



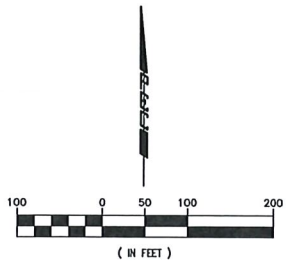
CHAINLINK MAN GATE GATE POST SCHEDULE	
GATE LEAF WIDTH (NOMINAL)	OUTSIDE DIMENSION (NOMINAL)
6' OR LESS	2.875" O.D. 2.5" SQ.
MORE THAN 6' TO 13'	4.0" O.D.

OWNER:

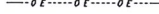
COFFEYVILLE RESOURCES REFINING AND MARKETING, LLC

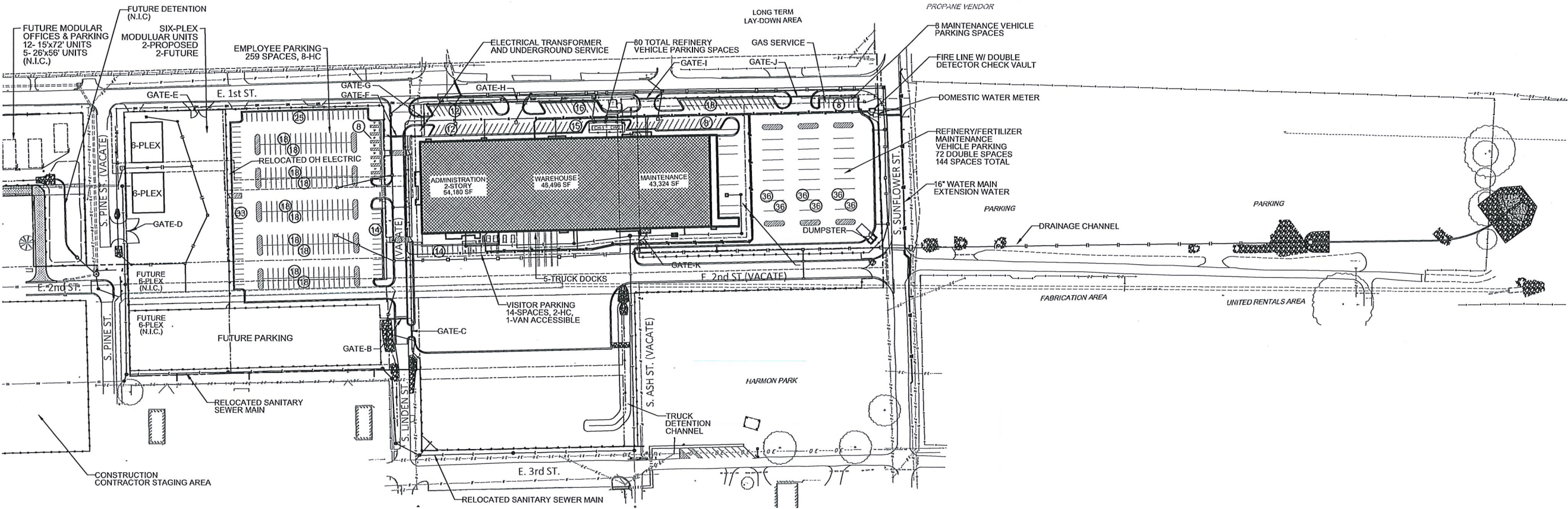
LOTS 1-8, BLOCK 1, LOTS 1-8, & THE EAST 4 FEET OF LOT 14, LOTS 15-16 LOTS 2-3, BLOCK 11,
BLOCK 2, LOT 1-8, BLOCK 3, LOTS 1-4, BLOCK 11 OF THE ORIGINAL SURVEY
LOTS 1-20, BLOCK 1, LOTS 1-16, BLOCK 2, LOT 1-12, BLOCK 3, LOTS 1-6, BLOCK 4, LOTS 1-16
BLOCK 5 OF THE
KANSAS LAND CO. 2ND ADDITION OF THE

CITY OF COFFEYVILLE
MONTGOMERY COUNTY, KANSAS



LEGEND

SEE SHEET GN-001 FOR ADDITIONAL LEGEND INFORMATION			
	DENOTES EXISTING UTILITIES TO BE ABANDONED/REMOVED BY CONTRACTOR		PROPOSED UG ELECTRIC SERVICE
	PROPOSED UTILITY EASEMENT		EXISTING OVERHEAD ELECTRIC
	PROPOSED SANITARY SEWER		EXISTING COMMUNICATION
	EXISTING SANITARY SEWER		PROPERTY/ROW LINE
	PROPOSED WATER		CHAINLINK FENCE
	EXISTING WATER		DITCH LINE
	PROPOSED STORM WATER		(N.I.C.)
	EXISTING STORM WATER		NOT IN CONTRACT
	PROPOSED GAS		
	EXISTING GAS		
	PROPOSED OVERHEAD ELECTRIC		



NOTES:

1. ALL CONSTRUCTION ACTIVITIES ON AND AROUND THE SITE SHALL BE IN STRICT ACCORDANCE WITH CITY OF COFFEYVILLE STANDARDS.
2. ALL DISTURBED AREAS SHALL BE SEEDED AND OR SODDED, IN ACCORDANCE WITH THE EROSION CONTROL PLANS.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL MAINTAIN A SECURE SITE AT ALL TIMES.
5. SEE SHEETS CP-101-CP-104 FOR SITE GEOMETRY. ALL DIMENSIONS ARE TO THE FACE OF CURB OR EDGE OF PAVEMENT.
6. SEE SHEET CG-201 & CG-202 FOR EROSION CONTROL PLANS.
7. SEE SHEET CP-100 FOR PAVING PLAN.
8. SEE SHEET ##### FOR UTILITY PLAN.



weldon
bowman

815 E. 3rd Street, Suite C
Tulso, OK 74120
Office: 918.794.6616
Fax: 918.794.6602

SEAL:

95% Review Set for CVR
Coffeyville
NOT FOR CONSTRUCTION

PROJECT:

CVR
FACILITIES
RELOCATION
REF18397

PROJECT #
19083

COFFEYVILLE, KS
67337

CONSULTANT:



REVISIONS:

A	IFR REVISION	1/28/20
	95% REVIEW	8/26/20
	95% REVIEW	04/15/21

ISSUE DATE:

04.15.2021

SHEET NAME:

MASTER SITE PLAN

SHEET #:

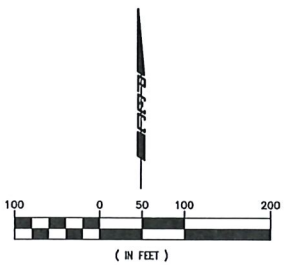
CS-101

OWNER:

COFFEYVILLE RESOURCES REFINING AND MARKETING, LLC

LOTS 1-8, BLOCK 1, LOTS 1-8, & THE EAST 4 FEET OF LOT 14, LOTS 15-16 LOTS 2-3, BLOCK 11,
BLOCK 2, LOT 1-8, BLOCK 3, LOTS 1-4, BLOCK 11 OF THE ORIGINAL SURVEY
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BLOCK 5 OF THE
KANSAS LAND CO. 2ND ADDITION OF THE

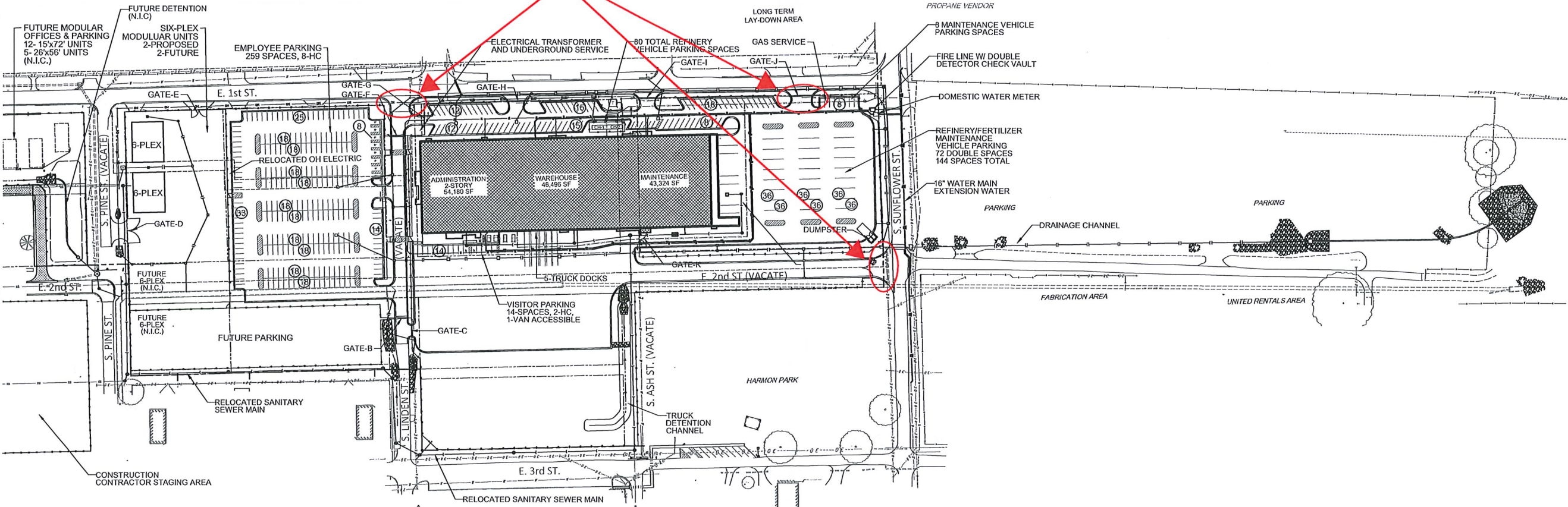
CITY OF COFFEYVILLE
MONTGOMERY COUNTY, KANSAS



LEGEND

SEE SHEET GN-001 FOR ADDITIONAL LEGEND INFORMATION			
	DENOTES EXISTING UTILITIES TO BE ABANDONED/REMOVED BY CONTRACTOR		PROPOSED UG ELECTRIC SERVICE
	PROPOSED UTILITY EASEMENT		EXISTING OVERHEAD ELECTRIC
	PROPOSED SANITARY SEWER		EXISTING COMMUNICATION
	EXISTING SANITARY SEWER		PROPERTY/ROW LINE
	PROPOSED WATER		CHAINLINK FENCE
	EXISTING WATER		DITCH LINE
	PROPOSED STORM WATER	(N.I.C.)	NOT IN CONTRACT
	EXISTING STORM WATER		
	PROPOSED GAS		
	EXISTING GAS		
	PROPOSED OVERHEAD ELECTRIC		

Drive Way locations



- NOTES:
- ALL CONSTRUCTION ACTIVITIES ON AND AROUND THE SITE SHALL BE IN STRICT ACCORDANCE WITH CITY OF COFFEYVILLE STANDARDS.
 - ALL DISTURBED AREAS SHALL BE SEEDED AND OR SODDED. IN ACCORDANCE WITH THE EROSION CONTROL PLANS, CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL MAINTAIN A SECURE SITE AT ALL TIMES. SEE SHEETS CP-101-CP-104 FOR SITE GEOMETRY. ALL DIMENSIONS ARE TO THE FACE OF CURB OR EDGE OF PAVEMENT.
 - SEE SHEET CG-201 & CG-202 FOR EROSION CONTROL PLANS.
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 - SEE SHEET ##### FOR UTILITY PLAN.



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SEAL:

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PROJECT:

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RELOCATION
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COFFEYVILLE, KS
67337

CONSULTANT:



REVISIONS:

A	IFR REVISION	1/28/20
	95% REVIEW	8/26/20
	95% REVIEW	04/15/21

ISSUE DATE:

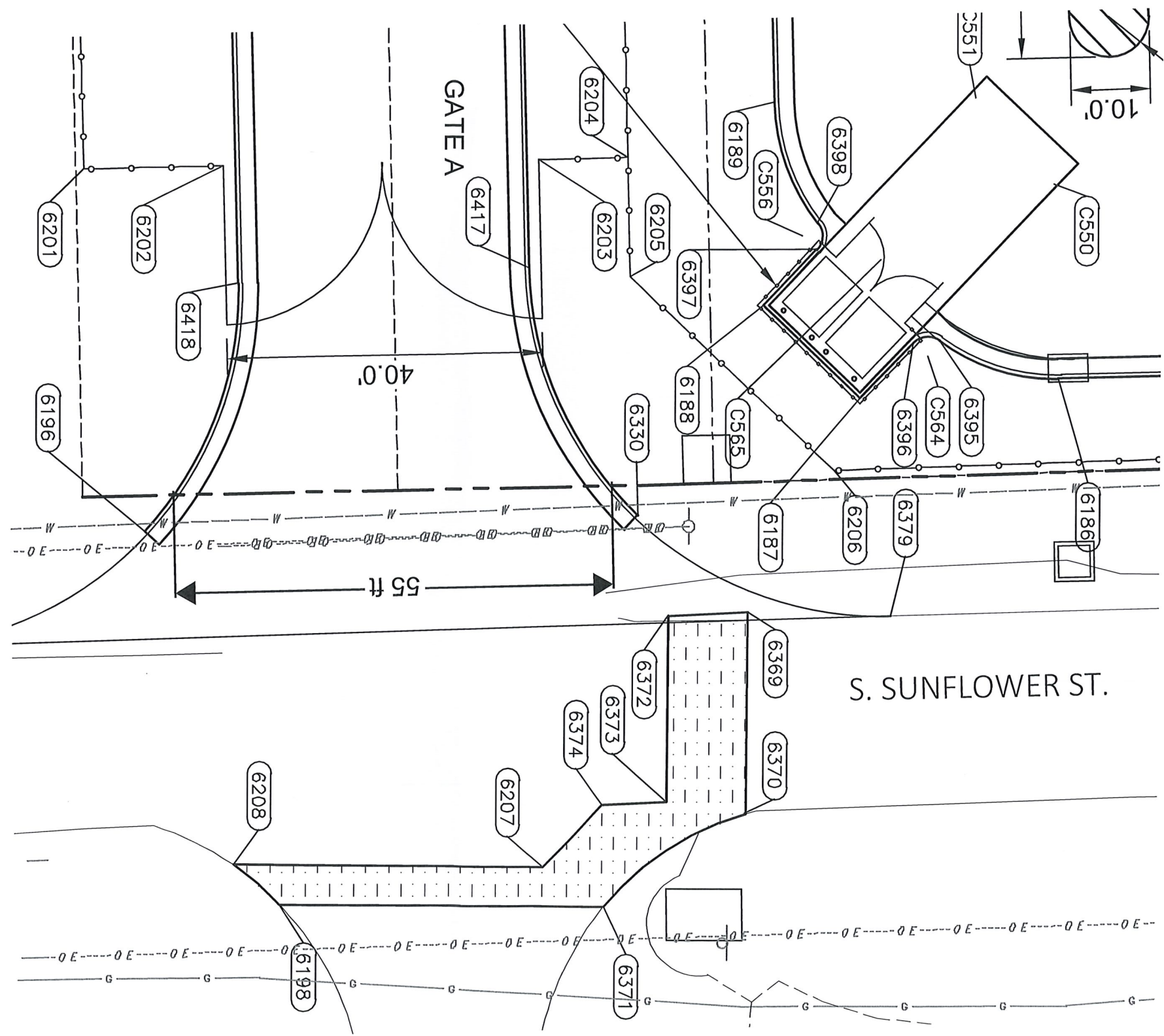
04.15.2021

SHEET NAME:

MASTER SITE PLAN

SHEET #:

CS-101



 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	06-08-2021	
RESOLUTION OR ORDINANCE NUMBER	R-21-30	
AGENDA TITLE	Purchase of Three Police Vehicles	
REQUESTING DEPARTMENT	Police Department	
PRESENTER	Darin Daily, Captain	
FISCAL INFORMATION	Cost as recommended:	\$65,075.54
	Budget Line Item:	500-5-023-875 *440-5-000-875
	Balance Available	\$64,000.00 (budgeted amount)
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	The police department is requesting to purchase two new vehicles to replace two current patrol vehicles and the purchase of one used vehicle to replace an administrative unit.	
BACKGROUND	Over the last several years the police department has consistently budgeted and implemented a rotation plan for our front line patrol vehicles. These vehicles are often used 24 hours a day, seven days a week and incur more mileage and wear than other city vehicles.	
SPECIAL NOTES	We generally request to replace two patrol vehicles each year based on fleet usage. To keep maintenance costs down and to continue to utilize reliable vehicles, the department recognizes a need to replace three patrol vehicles at this time.	

ANALYSIS	Last year was a difficult year to find police vehicles. Early in the year Dodge shut down their production of the Charger. There was an issue with the transmission and they were having to go back and redesign. The Dodge Charger makes up the bulk of our fleet and they generally cost a few thousand dollars cheaper than the other police package vehicles. Our original plan last year was to purchase two Dodge Chargers and one used utility vehicle to replace our K9 vehicle. Since Chargers were unavailable, we've had to explore other options. We ultimately purchased two Ford Interceptor utility vehicles for patrol. They did cost more than the Chargers but they were what were available. Staff has located two Dodge Chargers at Davis-Moore Dodge in Wichita, Kansas. Davis-Moore Dodge currently has the state contract and we will be purchasing two vehicles at the state contract price. We are also trading-in two of our oldest patrol units to Davis-Moore Dodge which will lower the overall cost of the two new vehicles. The Kansas Highway Patrol (KHP) offers fleet sales of low mileage (49,000 miles) KHP vehicles. The vehicles are well maintained and are offered at a reduced price and come fully equipped. Staff has located a used 2019 KHP Dodge Charger for \$22,100.00 fully equipped.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	

STAFF RECOMMENDATION	Staff Recommends approval for the purchase of two Dodge Chargers for \$51,975.54 from Davis-Moore Dodge in Wichita, Kansas and one fully equipped used Dodge Charger from the Kansas Highway Patrol for \$22,100.00. Davis-Moore Dodge is giving us \$9,000.00 for our two trade-ins which will bring the cost of the new Chargers down to \$42,975.54. *The remaining balance of \$1,075.54 will be taken out of the Police Projects Fund (Drug Tax).
REFERENCE DOCUMENTS ATTACHED	Resolution R-21-30; Quotes

RESOLUTION NO. R-21-30

A RESOLUTION TO AUTHORIZE PURCHASE OF THREE POLICE VEHICLES.

NOW, THEREFORE, BE IT RESOLVED by the Coffeyville City Commission that the Mayor and City Clerk be and are hereby approved for the purchase of two Dodge Chargers from Davis-Moore Dodge for \$42,975.54 from Wichita, KS and the purchase of one used Dodge Charger for \$22,100.00 from the Kansas Highway Patrol.

Adopted this 8th day of June, 2021.

Ann Marie Vannoster, Mayor

Attest:

Melissa Carter, City Clerk

Approved:

Paul Kritz, City Attorney



Re: Quote

Jack Pulley - Davis-Moore to: darin.daily

05/28/2021 02:23 PM

History:

This message has been replied to.

The Explorer 4,000 and the charger 5,000.

Sent from my iPhone

> On May 26, 2021, at 2:20 PM, darin.daily@coffeyvillepd.org wrote:

>

> Here is the photos and maintenance history of each unit that we want to
> trade-in. Unit 1391 has some front end damage from an animal being struck.

>

> Unit 1391 is the Ford Utility. It's mileage is 149201. VIN #

> 1FM5K8AR1DGB79069.

>

> Unit 1447 is the Dodge Charger. It's current mileage is 122452. VIN #

> 2C3CDXAT0EH191297.

>

>

>

>

> (See attached file: V-1391.pdf) (See attached file: V-1447.pdf)

>

>

> (See attached file: GEDC1095.JPG) (See attached file: GEDC1096.JPG) (See
> attached file: GEDC1097.JPG) (See attached file: GEDC1098.JPG) (See attached
> file: GEDC1099.JPG)

>

> (See attached file: GEDC1101.JPG) (See attached file: GEDC1102.JPG) (See
> attached file: GEDC1103.JPG) (See attached file: GEDC1104.JPG) (See attached
> file: GEDC1105.JPG) (See attached file: GEDC1106.JPG)

>

>

>

>

>

> Darin R. Daily

> Captain

> Coffeyville Police Dept.

> (620) 252-6197 - Office

> (620) 252-6160 - Dispatch

>

> (Embedded image moved to file: pic15102.jpg)

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> <V-1447.pdf>

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DAVIS-MOORE CHRYSLER DODGE JEEP RAM FI
7675 E. Kellogg
WICHITA, KS 672071613

Configuration Preview

Date Printed: 2021-05-18 12:55 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1:
FAN 2:
Client Code:
Bid Number: TB1238
PO Number:

Sold to:

DAVIS-MOORE CHRYSLER DODGE JEEP RAM
FIAT (24294)
7675 E. Kellogg
WICHITA, KS 672071613

Ship to:

DAVIS-MOORE CHRYSLER DODGE JEEP RAM FIAT (24294)
7675 E. Kellogg
WICHITA, KS 672071613

Vehicle:

2021 CHARGER POLICE RWD (LDDE48)

	Sales Code	Description	MSRP(USD)
Model:	LDDE48	CHARGER POLICE RWD	35,555
Package:	26A	Customer Preferred Package 26A	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFK	8-Spd Auto 8HP70 Transmission	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*X5	HD Cloth Bucket Seats w/Vinyl Rear	120
	-X9	Black	0
Options:	MAF	Fleet Purchase Incentive	0
	TBH	Full Spare Tire Relocation Bracket	145
	XFX	Equipment Mounting Bracket	100
	LSA	Security Alarm	150
	LBG	Front Reading/Map Lamps	75
	LNK	LED Spot Lamps	150
	LNF	Black Left Spot Lamp	210
	CKD	Floor Carpet	125
	4DH	Prepaid Holdback	0
	AWC	Fleet Safety Group	350
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1238	Government Incentives	0
Discounts:	YGF	8 Additional Gallons of Gas	0
Destination Fees:			1,495

Total Price: 38,475

Order Type: Fleet
Scheduling Priority:

PSP Month/Week:
Build Priority: 99

#25,987.77
Josh Pulley

Add if desired
Remote start \$390-
Rubber Mats \$127-

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	06/08/2021		
RESOLUTION OR ORDINANCE NUMBER	R-21-31		
AGENDA TITLE	Approve Task order #3 with Lochner for design and construction engineering of repairs to the FOD Strip at Coffeyville Municipal Airport		
REQUESTING DEPARTMENT	Engineering		
PRESENTER	Thomas Osborn – Director of Engineering Services		
FISCAL INFORMATION	Cost as recommended:	NTE \$35,000	
	Budget Line Item:	N/A	
	Balance Available	N/A	
	New Appropriation Required:	☒ Yes ☐ No	
PURPOSE	To approve Task order #3 with Lochner for repairs to the FOD strip at the airport		
BACKGROUND	In December 2019 the city did a short term lease of the old airport apron to Phoenix LLC for storage of structural components of solar panels. During that time the FOD Strip was damaged by a large fork lift moving material. Per the lease agreement Phoenix is responsible for the repairs. Lochner will provide design to meet FAA requirements as well as construction in section.		
SPECIAL NOTES	City has received and accepted settlement for the damage. Funding for this project will come from those proceeds.		
ANALYSIS			

PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of task order #3 in the not to exceed amount of \$35,000.00
REFERENCE DOCUMENTS ATTACHED	Res-R-21-31 Task order no3 – Lochner – FOD strip engineering.doc; CFV TO3_ N. T-LANE FOD BARRIER REPAIR_For Signature.pdf

RESOLUTION NO. R-21-31

A RESOLUTION TO AUTHORIZE TASK ORDER No.3 WITH LOCHNER FOR DESIGN AND CONSTRUCTION ENGINEERING FOR REPAIRS TO THE FOREIGN OBJECT AND DEBRIS STRIP AT THE AIRPORT.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk be and are hereby authorized to and directed to execute Task Order No.3 with Lochner for design and construction engineering of the FOD strip in the not-to-exceed amount of \$35,000.00.

ADOPTED THIS 08th DAY OF June 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

TASK ORDER NO. 3 AGREEMENT (the "Agreement")

Owner: City of Coffeyville, Kansas

Client: City of Coffeyville, Kansas

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date: _____

Reference Multiple Year (2021-2025) Master On-Call (MOC) Consulting Services Agreement: **Coffeyville Municipal Airport (CFV) Dated January 26, 2021** .

Task Order No. 3 Project: Remove and Replace Portion of North Taxilane FOD Barrier Transition (+/- 340')

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Task Order Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services outlining the scope, schedule and fee on the Project. This Task Order assumes the terms and conditions of the above referenced MOC Agreement.

ARTICLE I SCOPE OF SERVICES

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required for performing site investigation, and for preparing designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with administrative and bidding phase services and for providing construction administration and construction observation services for the proposed Project.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars and Central Region Guidance publications.

- AC 150/5300-13A *"Airport Design,"* with Change 1 dated 02/26/2014
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- AC 150/5370-10H *"Standard Specifications for Construction of Airports"*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase
 - a. Coordinate with the Owner regarding Project scope, schedule, and budget.
 - b. Conduct site visit to assess condition of FOD barrier transition and to identify location of concrete panels to be replaced.

2. Design Phase – Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.
 - 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following and will be incorporated into the Project Manual:
 - Title Sheet
 - General Layout and Summary of Quantities
 - Construction Safety Plan and Details
 - Demolition Plan
 - Pavement Rehabilitation Plan and Details
 - Pavement Marking Plan and Details
 - 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10H.
 - 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost, and Project budget to the Owner and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
 - 4) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments.
 - 5) Submit Final Construction Plans and Contract Documents/Technical Specifications to the Owner and the FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

3. Bidding Phase

- a. Assist the Owner with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Owner shall place the advertisement in the appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
- d. A prebid conference will not be conducted for this Project.
- e. The Consultant will assist the Sponsor with one (1) receipt of bids.
- f. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance
 - a. Prepare and submit FAA Form 7460 for project limits identified in the Safety Plan.

C. CONSTRUCTION SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.
 - b. A Construction Observation Plan will not be required for this project.
 - c. Attend and conduct a virtual pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.
2. Provide construction management and on-site construction observation services.
 - a. Provide construction observation services, including preparation of daily reports, weekly reports, and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full-time observation of the Project.
 - b. Review material certification submittals from the Contractor.
 - c. Prepare Contractor's progress estimate.
 - d. Attend and conduct a final review of the Project with the Sponsor and Contractor.

ARTICLE II
TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase..... As Required
2. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications 30 Calendar Days After
Receipt of Notice-to-Proceed
 - a.5) Submit Final Plans and Specifications 15 Calendar Days After
Receipt of Review Comments
3. Bidding Phase As Required

B. SPECIAL SERVICES

1. Administrative Assistance..... As Required

C. CONSTRUCTION SERVICES

1. through 2. Construction Services..... As Required for 14 Calendar Day Construction Project

The schedule presented above does not include review time by the Owner, FAA or other interested agencies.

**ARTICLE III
COMPENSATION**

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

- | | |
|--|----------------------------|
| 1. Preliminary Phase..... | \$2,600.00 Lump Sum |
| 2. Design Phase – Plans and Specifications | \$7,800.00 Lump Sum |
| 3. Bidding Phase..... | <u>\$3,700.00</u> Lump Sum |
| Subtotal Basic Services | \$14,100.00 Lump Sum |

B. SPECIAL SERVICES

- | | |
|---|-----------------------------|
| 1. Administrative Assistance..... | \$900.00 Lump Sum |
| Subtotal Special Services | \$900.00 Lump Sum |
| Total Basic and Special Services | \$15,000.00 Lump Sum |

C. CONSTRUCTION SERVICES

- | | |
|--|----------------------------------|
| 1. through 2. Construction Services..... | <u>\$20,000.00</u> Not-to-Exceed |
| Total Construction Services | \$20,000.00 Not-to-Exceed |

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

The fixed payment to the Consultant for services outlined in Item C., Construction Services, shall be \$1,858.99, and the total payment to the Consultant shall not exceed \$20,000.00.

If the Contractor exceeds a construction contract period of 14 calendar days, the Consultant may renegotiate the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Agreement.

The Consultant will use an independent laboratory for materials acceptance testing.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

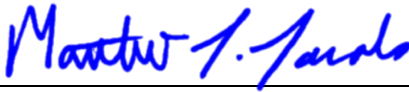
For engineering services applicable to Item C., the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead (2.5511) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

H.W. LOCHNER, INC.

CITY OF COFFEYVILLE, KANSAS

By: 

By: _____

Title: Vice President, Aviation

Title: _____

Date: 06/02/2021

Date: _____

TASK ORDER NO. 3
DERIVATION OF CONSULTANT PROJECT COSTS

REMOVE AND REPLACE PORTION OF NORTH TAXILANE
FOD BARRIER TRANSITION (+/- 340')

COFFEYVILLE MUNICIPAL AIRPORT (CFV)
COFFEYVILLE, KANSAS

BASIC AND SPECIAL SERVICES

May 28, 2021

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	22	\$60.00	\$ 1,320.00
Design Engineer II	18	\$45.00	\$ 810.00
Design Engineer I	43	\$38.00	\$ 1,634.00
Technician	24	\$30.00	\$ 720.00
Administrative Asst.	18	\$25.00	\$ 450.00
Total Direct Salary Costs			= \$ 4,934.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @	155.11%	= \$ 7,653.13
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3. SUBTOTAL:

Items 1 and 2	= \$ 12,587.13
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4. PROFIT:

15% of Item 3 Subtotal	= \$ 1,888.07
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Subtotal of Items 3 and 4 \$ 14,475.20

5. OUT-OF-POCKET EXPENSES:

a. Mileage	640 miles @ \$0.560/mile	= \$ 358.40
b. Meals	2 @ \$55.00/day	= \$ 110.00
c. Motel	0 days @ \$96.00/day	= \$ -
d. Mailing & Misc. Expenses		= \$ 56.40

Total Out-of-Pocket Expenses = \$ 524.80

6. SUBCONTRACT COST:

a. None	\$ -
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7. TOTAL FEE:

Items 4, 5 and 6	\$ 15,000.00
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TASK ORDER NO. 3
ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN
REMOVE AND REPLACE PORTION OF NORTH TAXILANE FOD BARRIER TRANSITION (+/- 340')

COFFEYVILLE MUNICIPAL AIRPORT (CFV)
COFFEYVILLE, KANSAS

May 28, 2021

Classification:		Project Manager	Design Engineer II	Design Engineer I	Technician	Admin. Assistant	Other Costs
Hourly Rate:		\$176.03	\$132.02	\$111.48	\$88.01	\$73.34	
A. BASIC SERVICES							
1. Preliminary Phase:		11	2	0	0	2	(1,2)
Labor Subtotal =	\$ 2,347.01	\$1,936.28	\$264.04	\$0.00	\$0.00	\$146.69	
Expense Subtotal =	\$ 252.99						\$ 252.99
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 2,600.00						
2. Design Phase - Plans and Specs:		2	11	32	20	9	(2)
Labor Subtotal =	\$ 7,792.08	\$352.05	\$1,452.21	\$3,567.46	\$1,760.26	\$660.10	
Expense Subtotal =	\$ 7.92						\$ 7.92
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 7,800.00						
3. Bidding Phase:		8	5	9	0	5	(1,2)
Labor Subtotal =	\$ 3,438.37	\$1,408.21	\$660.10	\$1,003.35	\$0.00	\$366.72	
Expense Subtotal =	\$ 261.63						\$ 261.63
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 3,700.00						
PART A SUBTOTAL =	\$ 14,100.00						
B. SPECIAL SERVICES							
1. Administrative Assistance:		1	0	2	4	2	(2)
Labor Subtotal =	\$ 897.73	\$176.03	\$0.00	\$222.97	\$352.05	\$146.69	
Expense Subtotal =	\$ 2.27						\$ 2.27
Subconsultant Subtotal =	\$ -						\$ -
Total Fee =	\$ 900.00						
PART B SUBTOTAL =	\$ 900.00						
GRAND TOTAL =	\$ 15,000.00						

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

TASK ORDER NO. 3
DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCTION SERVICES
CONSTRUCTION MANAGEMENT AND OBSERVATION SERVICES

**REMOVE AND REPLACE PORTION OF NORTH TAXILANE
FOD BARRIER TRANSITION (+/- 340')**

**COFFEYVILLE MUNICIPAL AIRPORT (CFV)
COFFEYVILLE, KANSAS**

14 CALENDAR DAY CONSTRUCTION CONTRACT TIME

May 28, 2021

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Senior Project Manager	13	\$80.00	\$ 1,040.00
Design Engineer I	16	\$38.00	\$ 608.00
Construction Observer (*)	82	\$35.00	\$ 2,870.00
Technician	8	\$30.00	\$ 240.00
Administrative Assistant	4	\$25.00	\$ 100.00
Total Direct Salary Costs=			\$ 4,858.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @	155.11%	\$ 7,535.24
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3. SUBTOTAL OF ITEMS 1 AND 2 **\$ 12,393.24**

4. PROFIT @ 15% **\$ 1,858.99**

5. OUT-OF-POCKET EXPENSES

a. Mileage	1,440	miles @ \$0.56/mile =	\$ 806.40
b. Meals	11	@ \$55.00/day =	\$ 605.00
c. Motel	10	days @ \$96.00/day =	\$ 960.00
d. Misc. Mailing, Etc.		=	\$ 76.37
e. Misc. Materials Testing		=	<u>\$ 3,300.00</u>

Total Expenses = **\$ 5,747.77**

6. SUBCONTRACT COST

a. None	\$ -
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7. TOTAL COST (ITEMS 3, 4, 5 AND 6) **\$ 20,000.00**

(*) Construction Observation time based on 40 hrs per week during construction activities.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	06/08/2021
RESOLUTION OR ORDINANCE NUMBER	R-21-32
AGENDA TITLE	Approve the purchase of a Self-serve AV gas fuel tank for the airport.
REQUESTING DEPARTMENT	Engineering
PRESENTER	Thomas Osborn – Director of Engineering Services
FISCAL INFORMATION	Cost as recommended: \$5,000.00 KCAC Aviation \$750 Santa Fe towing
	Budget Line Item: N/A
	Balance Available N/A
	New Appropriation Required: ☒ Yes ☐ No
PURPOSE	To Approve the purchase of a Self-serve Av Gas tank for the Airport.
BACKGROUND	As part of taking over the FBO services at the Coffeyville Municipal Airport the City of Coffeyville. This includes Fuel Services. One of the options we have been looking into during this transitions is fuel services. By providing a self-serve fueling station this enables pilots to get fuel on their schedule without having to do a call out. The tank that was located by staff through working with Phillips 66 Aviation. It is a 2,500 gal double wall stainless steel tank with metering station, fuel reel, and Sump pump.

SPECIAL NOTES	Self-serve typically is only for AV gas. The Tank in question would need to have additional updates for the Card reader system. Last Estimate was \$16,000.00 for the system. The updates to the system would be eligible for the CAREs Act grant funds received from the FAA.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the purchase a Self-Serve fuel Tank for AV Gas.
REFERENCE DOCUMENTS ATTACHED	Res-R-21-32 Self-serve tank-Airport.doc; Tank photos.doc

RESOLUTION NO. R-21-32

**A RESOLUTION TO PURCHASE A SELF-SERVE AVE GAS
TANK FOR COFFEYVILLE MUNICIPAL AIRPORT.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk be and are hereby authorized to issues a purchase order for a self-serve fuel tank in the amount of \$5,000.00 to KCAC Aviation and additional \$750 to Santa Fe towing for crane services to load onto trailer.

ADOPTED THIS 08th DAY OF June 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney









 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	06/08/2021
RESOLUTION OR ORDINANCE NUMBER	R-21-33
AGENDA TITLE	Approve the grant agreement with FAA for the Taxiway and Runway lighting project
REQUESTING DEPARTMENT	Engineering
PRESENTER	Thomas Osborn – Director of Engineering Services
FISCAL INFORMATION	Cost as recommended: \$617,570.00 FAA Grant funds
	Budget Line Item: N/A
	Balance Available N/A
	New Appropriation Required: ☐ Yes ☒ No
PURPOSE	To Approve FAA Grant agreement CFV-CEG-3-20-0011-021-2021 for improvements to the taxiway and runway lighting at Coffeyville Municipal Airport.
BACKGROUND	In May the City commission approved to send Grant application and recommendation to award the Taxiway and Runway lighting project for the Coffeyville Municipal Airport (CFV) This agreement is the formal grant offer from the FAA. Typically FAA grants are a 90/10 split however this year the FAA has proposed to fully fund eligible costs up to the total project costs as submitted in May.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of Grant offer CFV-CEG-3-20-0011-021-2021 with the FAA
REFERENCE DOCUMENTS ATTACHED	Res-R-21-33 Grant Acceptance- FAA- Airport lighting project.doc; CFV-CEG-3-20-0011-021-2021-Grant Agreement - unsigned.pdf

RESOLUTION NO. R-21-33

**A RESOLUTION TO EXCEPT THE FAA GRANT FOR
IMPROVEMENTS TO THE TAXIWAY AND RUNWAY LIGHTING AT
COFFEYVILLE MUNICIPAL AIRPORT.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor be and are hereby authorized to and directed to sign FAA Grant agreement CFV-CEG-3-20-0011-021-2021 through the FAA digital signature portal

ADOPTED THIS 08th DAY OF June 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Thomas Osborn
Superintendent of Engineering
Coffeyville Municipal Airport
102 W 7th
Coffeyville, KS 67337

Dear Mr. Osborn:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-20-0011-021-2021 at Coffeyville Municipal Airport in Coffeyville, KS. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their digital signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their digital signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Todd Rastorfer, (816) 329-2627, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 3, 2021
Airport/Planning Area	Coffeyville Municipal
FY 2021 AIP Grant Number	3-20-0011-021-2021
Unique Entity Identifier	045253143
TO:	City of Coffeyville
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 27, 2021**, for a grant of Federal funds for a project at or associated with the **Coffeyville Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Coffeyville Municipal Airport** (herein called the "Project") consisting of the following:

Reconstruct Runway 17-35 Medium Intensity Runway Edge Lights (MIRLs), Reconstruct Parallel and Connecting Taxiway Edge Lights (MITLs), Install New Runway 17 Runway End Indicator Lights (REILs), Install New Runway 17-35 Lighted Hold Position Signs

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay One Hundred (100%) percent of the allowable costs incurred

accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$617,570.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$617,570.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. *Means the* total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 18, 2021 or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review

and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a, land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **May 01, 2004**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated

against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

26. Airport - Owned Visual or Electronic Navigation Aids in Project. The Sponsor agrees that it will:

- a. Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;
- b. Prior to commissioning, assure the equipment meets the FAA's standards; and
- c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.

27. Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees

that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

- 28. Protection of Runway Protection Zone - Easement.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 29. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
- 30. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

City of Coffeyville

.....
(Name of Sponsor)

By:

.....
(Signature of Sponsor's Authorized Official)

.....
(Typed Name of Sponsor's Authorized Official)

.....
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement. **B. Duration and Applicability.**

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

-
- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this

regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire,

extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 1. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier

operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1.all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2.all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case

of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Coffeyville**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this

invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be

reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial selfsufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Date of Offer].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1.Describes the requests;
 - 2.Provides an explanation as to why the requests could not be accommodated; and
 - 3.Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 3/22/2021



View current and previous versions of these ACs and any associated changes at:
https://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify): 																									
* 3. Date Received: 		4. Applicant Identifier: KCFV																											
5a. Federal Entity Identifier: 3-20-0011-021-2021			5b. Federal Award Identifier: 																										
State Use Only:																													
6. Date Received by State: 		7. State Application Identifier: 																											
8. APPLICANT INFORMATION:																													
* a. Legal Name: City of Coffeyville																													
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6043317			* c. Organizational DUNS: 0452531430000																										
d. Address:																													
<table style="width: 100%;"><tr><td style="width: 15%;">* Street1:</td><td>102 West 7th Street</td></tr><tr><td>Street2:</td><td></td></tr><tr><td>* City:</td><td>Coffeyville</td></tr><tr><td>County/Parish:</td><td></td></tr><tr><td>* State:</td><td>KS: Kansas</td></tr><tr><td>Province:</td><td></td></tr><tr><td>* Country:</td><td>USA: UNITED STATES</td></tr><tr><td>* Zip / Postal Code:</td><td>000067337</td></tr></table>						* Street1:	102 West 7th Street	Street2:		* City:	Coffeyville	County/Parish:		* State:	KS: Kansas	Province:		* Country:	USA: UNITED STATES	* Zip / Postal Code:	000067337								
* Street1:	102 West 7th Street																												
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* State:	KS: Kansas																												
Province:																													
* Country:	USA: UNITED STATES																												
* Zip / Postal Code:	000067337																												
e. Organizational Unit:																													
Department Name: City of Coffeyville			Division Name: 																										
f. Name and contact information of person to be contacted on matters involving this application:																													
<table style="width: 100%;"><tr><td style="width: 25%;">Prefix:</td><td></td><td style="width: 25%;">* First Name:</td><td colspan="3">Thomas</td></tr><tr><td>Middle Name:</td><td></td><td colspan="4"></td></tr><tr><td>* Last Name:</td><td colspan="5">Osborn</td></tr><tr><td>Suffix:</td><td colspan="5"> </td></tr></table>						Prefix:		* First Name:	Thomas			Middle Name:						* Last Name:	Osborn					Suffix:					
Prefix:		* First Name:	Thomas																										
Middle Name:																													
* Last Name:	Osborn																												
Suffix:																													
Title: Director of Engineering Services																													
Organizational Affiliation: 																													
* Telephone Number: 620.252.6131			Fax Number: 620.252.6175																										
* Email: tosborn@coffeyville.com																													

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

3-20-0011-021-2021

*** Title:**

Replace Runway 17-35 Edge Lighting System (MIRL)
Install New Runway 17-35 Holding Position Signs
Install New Runway 17 REIL System
Replace Parallel and Connecting Taxiways Edge Lighting System (MITL)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Design, Construction, and Construction Services to replace the Runway 17-35 and taxiway edge lighting systems, install new Runway 17-35 holding position signs, and install new Runway 17 REIL system.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	555,813.00
* b. Applicant	61,757.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	617,570.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 210, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

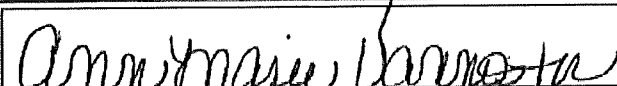
Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by (Date) (2 CFR part 200, appendix VII). (the Cognizant Agency)
<i>Note: Refer to the Instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Coffeyville, Kansas holds title to approximately 1,165.36 acres of land. With these land parcels, the Coffeyville Municipal Airport has reasonable land use control of airport property and land in the vicinity. The land use surrounding the airport is agricultural and industrial/commercial in nature.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Per Exhibit "A" Property Map last dated 05/2004 and originally prepared under AIP Grant 3-20-0011-04/05

Quit-Claim Deed: Tract 1, 640 acres; Tract 2, 320 acres; Tract 3, 97.0 acres; Tract 4, 10.1 acres

Warranty Deed: Tract 5, 14.93 acres

Fee Simple: Tract 6, 27.58 acres; Tract 7, 55.75 acres

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 607
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			63,500
5. Other Architectural engineering fees			23,900
6. Project inspection fees			98,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			423,763
12. Equipment			
13. Miscellaneous (FAA Flight Check)			7,800
14. Subtotal (Lines 1 through 13)			\$ 617,570
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			617,570
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 617,570
19. Federal Share requested of Line 18			555,813
20. Grantee share			61,757
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 617,570

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Airport Capital Improvement Funds	61,757
h. TOTAL - Grantee share	\$ 61,757
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 61,757

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Replace Runway 17-35 MIRL System and Taxiway MITL System, Install Runway 17 REIL System

AIRPORT: Coffeyville Municipal (CFV)

1. Objective:

Replace the Runway 17-35 medium intensity runway lights and install new Runway 17-35 holding position signs. Install new Runway 17 REIL system and replace parallel and connecting taxiways medium intensity taxiway lights.

2. Benefits Anticipated:

Replace the existing runway and taxiway edge lights that have exceeded their useful life. Install new holding position signs and a new Runway 17 REIL system to aid in night-time operations and increase safety.

3. Approach: (See approved Scope of Work in Final Application)

The design phase included a topographical survey along with producing a design report, project plans and specifications in accordance with FAA criteria and project specific needs. It also included calculating a project budget and opinion of probable construction cost. After producing a set of final plans and specifications, bids were solicited from prospective contractors. The Sponsor's DBE Program was also updated.

Lochner – Consultant: Engineering Design, Bidding, and Construction Services
Cornerstone Regional Surveying, LLC - Subconsultant for Survey Services
DBE Plans & Goals Preparation Services - Subconsultant for DBE Program Update Services

Strukel Electric, Inc. - Prime Contractor

4. Geographic Location:

Coffeyville Municipal Airport, Coffeyville, Montgomery County, Kansas

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (Include address & telephone number)

Thomas Osborn, Director of Engineering Services
102 W. 7th Street, Coffeyville, KS 67337
620.252.6131

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Coffeyville, Kansas

Airport: Coffeyville Municipal (CFV)

Project Number: 3-20-0011-021-2021

Description of Work: Replace Runway 17-35 Edge Lighting System (MIRL)
Install New Runway 17-35 Holding Position Signs
Install New Runway 17 REIL System
Replace Parallel and Connecting Taxiways Edge Lighting System (MITL)

Application

49 USC § 47105(d), authorizes the Secretary to require the certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

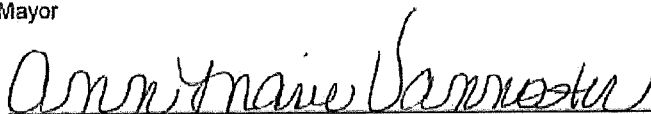
Executed on this 27th day of April, 2021.

Name of Sponsor: City of Coffeyville, KS

Name of Sponsor's Authorized Official: Ann Marie Vannoster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Coffeyville, Kansas

Airport: Coffeyville Municipal (CFV)

Project Number: 3-20-0011-021-2021

Description of Work: Replace Runway 17-35 Edge Lighting System and Taxiway Edge Lighting System
Install New Runway 17-35 Holding Position Signs
Install New Runway 17 REIL System

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within Item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by Item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under Item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under Item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of Items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: PO Box 1629

Address: Coffeyville, KS 67337

Location 2 (If applicable)

Name of Location:

Address:

Location 3 (If applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

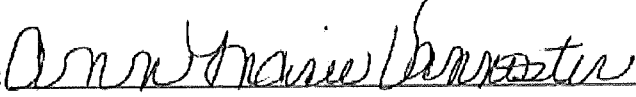
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 27th day of April, 2021.

Name of Sponsor: City of Coffeyville, KS

Name of Sponsor's Authorized Official: Ann Marie Vannoster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Coffeyville, Kansas

Airport: Coffeyville Municipal (CFV)

Project Number: 3-20-0011-021-2021

Description of Work: Replace Runway 17-35 Edge Lighting System (MIRL)
Install New Runway 17-35 Holding Position Signs
Install New Runway 17 REIL System
Replace Parallel and Connecting Taxiways Edge Lighting System (MITL)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (29 CFR part 1920)
 - f. Seismic Safety - building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

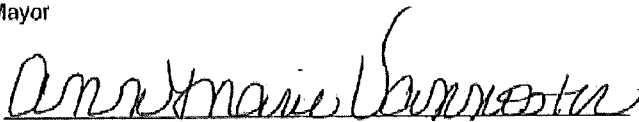
Executed on this 27th day of April, 2021.

Name of Sponsor: City of Coffeyville, KS

Name of Sponsor's Authorized Official: Ann Marie Vannoster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Coffeyville, Kansas

Airport: Coffeyville Municipal (CFV)

Project Number: 3-20-0011-021-2021

Description of Work: Replace Runway 17-35 Edge Lighting System and Taxiway Edge Lighting System
Install New Runway 17-35 Holding Position Signs
Install New Runway 17 REIL System

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

☐ Yes ☐ No ☒ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

☐ Yes ☐ No ☒ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

☐ Yes ☐ No ☒ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

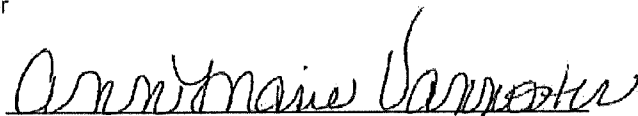
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Name of Sponsor: City of Coffeyville, KS

Name of Sponsor's Authorized Official: Ann Marie Vannoster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Coffeyville, Kansas

Airport: Coffeyville Municipal (CFV)

Project Number: 3-20-0011-021-2021

Description of Work: Replace Runway 17-35 Edge Lighting System (MIRL)
Install New Runway 17-35 Runway Holding Position Signs
Install New Runway 17 REIL System
Replace Parallel and Connecting Taxiways Edge Lighting System (MITL)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

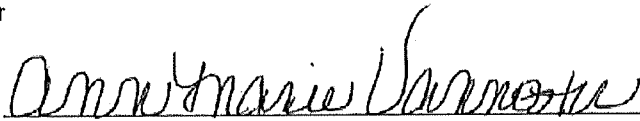
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Name of Sponsor: City of Coffeyville, KS

Name of Sponsor's Authorized Official: Ann Marie Vannoster

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:



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Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Coffeyville, Kansas

Airport: Coffeyville Municipal Airport (CFV)

Project Number: 3-20-0011-021-2021

Description of Work: Replace Runway 17-35 and Parallel Taxiway Edge Lighting MIRL and MITL Systems and Install New Runway 17-35 Holding Position Signs and Runway 17 REIL System

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☐ Yes ☐ No ☒ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 28 day of January, 2021.

Name of Sponsor: City of Coffeyville, KS

Name of Sponsor's Authorized Official: Thomas Osborn

Title of Sponsor's Authorized Official: Director of Engineering

Signature of Sponsor's Authorized Official: Thoms Osborn

Digitally signed by Thoms Osborn
Date: 2021.01.28 12:28:19 -06'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	6-8-2021	
RESOLUTION OR ORDINANCE NUMBER	Ordinance S-21-04	
AGENDA TITLE	AN ORDINANCE ESTABLISHING A MILL LEVY LIMITATION FOR LIBRARY PURPOSES.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Mark Hall	
FISCAL INFORMATION	Cost as recommended:	0
	Budget Line Item:	0
	Balance Available	0
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	The ORDINANCE ESTABLISHING A MILL LEVY LIMITATION FOR LIBRARY PURPOSES at 7.168 mills would primarily put the Library Board in the same position as the City in that each time the Library Board wants to increase the mill levy they must pass an ordinance to raise the mill levy and justify their request for such. The 7.168 mills limitation was based upon last years' budget request from the Library Board. The City Commission's intent is hold the line and if the Library Board wants to increase the budget request, they would have to come before the City Commission to do so.	

BACKGROUND	Upon City Commission instruction, the City has held the mill levy for the past two years despite lower valuation. For the Citizens of Coffeyville, the City wishes to continue holding the mill levy in the future for the citizens of Coffeyville as long as the City possibly can. The Library requested a slight mill levy increase last year of 7.168. The City reduced its mill levy request to hold the mill levy in place. The ordinance would allow the City to hold the line.
SPECIAL NOTES	NONE
ANALYSIS	2022 Library budget request increase.
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	For City Commission consideration, the approval of the ORDINANCE ESTABLISHING A MILL LEVY LIMITATION FOR LIBRARY PURPOSES at 7.168 mills.
REFERENCE DOCUMENTS ATTACHED	Ordinance S-21-04

ORDINANCE NO. S-21-04

AN ORDINANCE LIMITING THE TAXING AUTHORITY OF THE COFFEYVILLE PUBLIC LIBRARY.

WHEREAS, the Coffeyville Public Library was previously established pursuant to K.S.A. 12-1218 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-1220 provides that the governing body of a city, in which a library has been established pursuant to the Act, shall annually levy a tax for the maintenance of such library in such sum as the library board shall determine within the limitations fixed by law.

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

Section One. That the taxing authority of the Coffeyville Public Library is hereby limited to 7.168 mills on assessed valuation within the City of Coffeyville.

Section Two. Any ordinances conflicting herewith, or parts thereof, are hereby repealed.

Section Three. This Ordinance shall be in force and effect from and after its adoption and approval by the Governing Body of the City of Coffeyville, Kansas, and publication in the official city newspaper.

PASSED AND APPROVED BY GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS, this 22nd day of June 2021.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM:

Paul Kritz, City Attorney

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	June 08, 2021	
RESOLUTION OR ORDINANCE NUMBER	Resolution R-21-34	
AGENDA TITLE	USDA Rural Development Section 523 Mutual Self-Help Housing Grant Application	
REQUESTING DEPARTMENT	Housing and Community Development	
PRESENTER	Charla Brown	
FISCAL INFORMATION	Cost as recommended:	\$624,000.00
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	For the Commission's consideration in approving the USDA 523 Mutual Self-Help Housing Technical Assistance Grant application.	
BACKGROUND	The Grant monies, if awarded, will be utilized by the City of Coffeyville to build 20 homes, in the next 24 months, within our city limits.	
SPECIAL NOTES	By working in partnership with USDA Rural Development, this program will help families get affordable, clean and safe homes of their own.	
ANALYSIS		
PUBLIC INFORMATION PROCESS	The City coordinates the program by assisting homeowners with finding lots; developing house plans; working with contractors; coordinating materials; training participants on skills needed to complete construction tasks; providing construction supervision; and assisting families with obtaining a loan to build a self-help home.	
BOARD OR COMMISSION RECOMMENDATION		
STAFF RECOMMENDATION	Staff recommends Approval to move forward on the Grant Application.	

REFERENCE DOCUMENTS ATTACHED	Resolution R-21-34; Authorizing Resolution; Statement of Compliance; Information on Mutual Self-Help
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102 W. 7th St. • P.O. Box 1629 • (620) 252-6100
Coffeyville, Kansas 67337-0949
www.coffeyville.com

RESOLUTION NO. R-21-34

BE IT RESOLVED by the governing body of the City of Coffeyville, Kansas:

WHEREAS, the City of Coffeyville is an eligible applicant to the USDA Section 523 Mutual Self-Help Housing Technical Assistance Grant; and

WHEREAS, the formed active lines of communication among the key community-based organizations for the purpose of developing a shared vision of the future and a plan of action to achieve that vision; and

WHEREAS, it is determined by the governing body of the City of Coffeyville, Kansas, that there is public support for the City to prepare a Final Application for USDA Section 523 Mutual Self-Help Housing Technical Assistance Grant, which if approved by USDA, will provide \$624,000.00 in Technical Assistance funds to construct 20 homes in 2021 – 2023.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Coffeyville, that the City of Coffeyville authorizes submission of the USDA Section 523 Mutual Self-Help Housing Technical Assistance Grant, and authorizes the City Manager or Housing Director to sign all documents pertaining to the grant on behalf of the organization.

ADOPTED this 8th day of June, 2021, by the governing body of the City of Coffeyville, Kansas.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk



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Coffeyville, Kansas 67337-0949
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AUTHORIZING RESOLUTION

We, the undersigned, as members of the City Commission of Coffeyville, Montgomery County, Kansas, do hereby affirm that the Commissioners of the City of Coffeyville approve the City of Coffeyville to move forward with the *USDA Rural Development Section 523 Mutual Self-Help Housing Program*. By signing same, we approve the request of funds in the amount of \$624,960.00, to which will be utilized by the City of Coffeyville to build 20 homes, in the next 24 months, within our city limits.

We hereby authorize those listed on the *Authorized Representative of Applicant* page to sign documents for the *USDA Rural Development Section 523 Mutual Self-Help Housing Program* on our behalf, as of June 8, 2021.

COMMISSIONER

COMMISSIONER

State of Kansas)
County of Montgomery)

This instrument was acknowledged before me on _____, 2021, by

_____ and _____.

(SEAL)

NOTARY

My appointment expires: _____



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Coffeyville, Kansas 67337-0949
www.coffeyville.com

STATEMENT OF COMPLIANCE

We, the undersigned, as members of the City Commission of Coffeyville, Montgomery County, Kansas, do hereby affirm that *The City of Coffeyville* will comply with the departmental regulations of the USDA Rural Development Section 523 Mutual Self-Help Housing Program, as found in 2 CFR part 200, as adopted by USDA through 2 CFR part 400 & 416, throughout the entire duration of the program.

We hereby declare that *The City of Coffeyville* will adhere to, and carry out the, uniform administrative requirements, cost principles, and audit requirements for federal awards for the grant funds received for the USDA Rural Development Section 523 Mutual Self-Help Housing Program.

Signed on this 8th day of June, 2021.

COMMISSIONER

COMMISSIONER

State of Kansas)
County of Montgomery)

This instrument was acknowledged before me on _____, 2021, by

_____ and _____.

(SEAL)

NOTARY

My appointment expires: _____



Mutual Self-Help Housing Program



**Home ownership
opportunity for the
residents of Coffeyville**

**Housing
and
Community Development**

About Mutual Self-Help Housing

USDA Rural Development (RD) is authorized by congress through Section 523 of the Housing Act of 1949 to provide grant funds to eligible organizations who wish to operate and administer a program to assist qualified, low and very-low income families construct homes in rural areas. RD is a recognized source of funding for both technical assistance administration funds and individual borrower funds for construction costs. Technical Assistance (TA) can be provided by RD to non-profit organizations only. Families must qualify under income and mortgage repayment ability guidelines. TA funds are federally funded grants while family/participant funds are loans.

Grants are normally made on a two-year basis. A projected number of homes to be built must be proposed for completion during the grant period. Generally, three to five employees can efficiently operate a grant program. Construction is in group fashion, generally in groups of 4-10 families who agree to mutually contribute labor to each other throughout the building period until all homes in the group are completed.

The number of homes to be built, the grant funding amount, and the style and cost of the homes can vary widely depending on the grant applicant's expenses, expertise, geographic location, community need, availability of land and availability of qualifying borrowers who seek participation in a self-help program.

Contribution of labor through Mutual Self-Help Housing can considerably reduce the mortgage costs of homes. The average savings to the family is \$7,000 to \$8,000, which is derived through 'sweat equity' and the benefits of buying power through group purchases.

Mutual Self-Help Housing programs can also help RD meet their requirements in assisting low and very-low income families with housing needs.

What Can a Mutual Self-Help Housing Program do for the City of Coffeyville?

Mutual Self-Help Housing Programs can, at best, be difficult to operate successfully. The reasons are varied and solutions to those difficulties involve skillful management of people and regulations. Self-help programs work under restraints of budget and time elements set forth in an agreement with the funding source. The goals must be achieved within those terms of agreement in order for the organization to be defined as successful in meeting their goals and purposes.

There are many self-help programs which have mastered the necessary expertise to manage a program that often reaches or exceeds their goals. If your organization becomes involved in a Mutual Self-Help Housing Program, your biggest reward will be the delivery of housing to your community; however, your greatest satisfaction will likely be the pleasure received from helping families break the bonds of poverty and move into improved housing and economic conditions.

Successful mutual self-help programs bring civic pride and area-wide recognition through news media, political oriented support and respect to the sponsoring organization.

How can the Mutual Self-Help Housing Program Contribute to your Community?

If your program successfully fulfills all pre-planned goals within the framework of the agreement with the funding source, the advantages and contributions to the area will include:

1. Real, attainable opportunities for low and very-low income households who choose to participate in the transformation from renter/roomer to homeowner.
2. Housing stock in the community and neighborhood will improve and, in some cases, replace dilapidated structures.
3. The local utility services and tax base will enlarge along with the demand for property to locate new construction.
4. The generation of housing construction costs will contribute significantly to the economy of a community through the increased purchases of real estate, material and labor provided by subcontractors. Additional contributions include the increased business of attorneys, insurance companies, engineers, banks and others which would be required for each home constructed.
5. The program contributes immeasurably to the entire community through better living standards and improved environmental aspects such as health, safety and adequacy in meeting family needs.
6. It enriches the opportunity in the community to the right to decent housing and expands that privilege to low and very-low income households who seek better living standards.
7. Participation in the program provides an educational benefit in carpentry and construction skills and training to participants who can use those skills in seeking employment.

Applicant Background—Who is Eligible?

To qualify as a grant recipient, the applicant must be:

1. A state or political subdivision or public non-profit corporation. Indian tribes and tribal corporations are eligible as are cities, towns and counties.
2. A private, non-profit corporation that is owned and controlled by private persons or interests and is operated as a not-for-profit organization. Faith-based organizations are eligible.
3. Be approved under Section 501 (c)(3) of the Internal Revenue Code.
4. Legally obligate itself to administer Technical Assistance funds and family loan funds and comply with required accounting of funds.

Examples are:

Local housing corporations, economic development corporations, community action agencies and programs, and other non-profit organizations whether existing or newly formed. All non-profit, private organizations must have the purpose of providing improved housing to low and very-low income persons as one of its objectives as stated in the corporate documents.

Should your Organization Apply to Operate a Mutual Self-Help Housing Grant?

This question can best be answered after carefully and objectively considering your, and your organizations', willingness to administer a complex program that requires skillful people with a dedicated desire to assist low and very-low income persons in achieving improved living conditions.

The necessary people skills include:

Ability to communicate and coordinate objectives and goals with funding sources by thoroughly researching and assembling program plans.

Knowledge to accurately identify detailed housing needs of low and very-low income people in the community and develop a proposal illustrating how the Self-Help Housing Program would operate to bring homeownership possibilities to those people.

Understanding the mission to successfully apply program plans from theory to practical application. This would include leading groups of families through the application process, managing mortgage funds and the actual construction of the homes by the families mutually assisting each other.

Sincerity in providing strong leadership and direction to program operations and the implementation of sound business methods.

Talent to motivate participating home building families to help themselves by helping others obtain better living conditions, which will improve the quality of life for all.

Planning

Planning is an important function of management which consists of determining what should be done in the future. It involves setting goals, objectives, policies, procedures, assessing resources and developing action plans needed to achieve the purposes of the organization and the program.

Typically, the entire team is involved with different levels of the planning process. Planning means thinking before acting, looking ahead and preparing for the future, laying out in advance the road to be followed, and thinking about what and how the job should be done.

Staffing Pattern

There are many factors that determine the staffing patterns of a self-help agency, e.g. budget, current positions, size of the organization. But typically, a staff has four major program functions: program oversight and

management; group development/loan packaging, construction supervision; and management of grant and construction funds. These functions may result in several job positions such as an Executive Director/Program Director, Group Coordinator/Loan Packager, Bookkeeper, and Construction Supervisor. If it is a larger grantee these functions can be split into multiple job positions e.g. there could be a Group Coordinator and a separate Loan Packager; construction staff may have an overall manager and individual site supervisors. The great thing about the program is that it allows for a variety of staffing patterns but key to all is to be sure that responsibilities are clearly spelled out.

Typical Staff Positions and their Roles and Responsibilities

- Program Director: Hires and supervises Self-Help staff, evaluates, directs progress, typically the point of contact with Rural Development and T & MA Contractor.
- Group Coordinator/Loan Packager: Responsible for family recruitment, application intake/loan packaging/processing, preconstruction meetings, tracking participant labor contribution.
- Construction Supervisor: Coordinates all aspects of the development from acquisition through rehabilitation, makes sound decisions on the scope of work and the construction details of each home, tracking costs, budgets and timelines of all homes in construction, enforces job site rules, and coordinates all family labor and subcontractor work.
- Bookkeeper: Responsible for the day to day duties associated with maintaining accounts for both the 523 grant funds and the family's loans/grants, process checks for bill paying, maintain and balance family's accounts, and generates required financial reports.

Outreach

Recruiting eligible participants can be a very challenging task without a plan. A recruitment plan is a tool that can help you build a pipeline of eligible applicants who are willing to participate in the self-help program. Once your plan is implemented, if you are not achieving the desired results, analyze it and modify it. Try different outreach efforts until you find the methods that work well in your service area and in each of your communities.

The self-help program can be promoted through a variety of methods including flyers, TV and newspaper ads and social media, and attending meetings and events and forming partnerships with local community organizations and employers. Realtors can be a good partner too because the acquisition rehab program can help them sell difficult properties.

Remember to review your Affirmative Fair Housing Marketing Plan which describes the special outreach efforts that are required by Rural Development. Also, remember always to include the Fair Housing logo

What Kind of Homes can be Built?

RD does not dictate design or style of the homes to be built. This decision, within limitations, is left to the borrower. Grant program managers do, from necessity, restrict house plans to a limited number of plans that lend themselves to self-help construction and will promote cost containment.

Geographic locations will influence house designs customary to the area over a plan which appears foreign to a community or area. Generally, both RD and self-help housing grantees encourage participants to accept designs that blend into the community and area location.

RD requires all house plans/blue prints be certified by a licensed official prior to construction. Construction must also meet all RD requirements, national, state and local building codes. RD does restrict the maximum loan amount of the house to be built.

About the House Cost to the Family

The self-help participant must, by signed agreement, contribute a significant amount of labor in order for the house cost to be reduced and made more affordable. Participating families are required to perform a percentage of designated construction tasks to achieve savings. Those savings should not be lost through loose cost control of contractor performed tasks and material purchases.

What Kind of Work must Families Do?

The management staff of the self-help grantee will determine which phases of labor the groups of families will contribute.

Family selected labor phases should be those requiring only semi-skill of the workers which can be performed with on-the-job supervision by the grantee's construction supervisor. Families are not expected to perform those construction phases requiring licensed workers. All applicable building codes must be met, and attention must be given to on-the-job safety measures.

Pre-construction group meetings are very important for planning prior to actual construction activities. Classroom and on-the-job training for family members providing labor will increase job efficiency and performance. Participants should be prepared to contribute approximately 30 hours of work per week per participating family. Building time per group will vary widely depending on the number in the group, group member's abilities, availability of work hours, weather, grantee leadership and participant motivation.

What should Technical Assistance Cost the Government?

The idea in mutual self-help housing is to save money for low and very-low income borrowers and the government. Therefore, three costs are considered: the amount the borrower has to borrow, the amount the government pays in TA cost to provide assistance to the borrower, and the cost to the government to subsidize any interest to the borrower.

Mutual self-help housing must be less costly than having a contractor/builder do the job for the program to be justifiable. In fact, it must be considerably less costly than contractor built to justify the TA cost the government is providing. RD has determined the TA cost cannot exceed 15 percent of the cost of the equivalent value of a modest home built in the area; or, cannot exceed the difference between the equivalent value of a modest home and the average mortgage of the participating families less \$1,000, or a TA cost that does not exceed an amount established by the State Director.



City of Coffeyville's
Building Permit Report for County
Month of May, 2021

Project Number	Short ID	Project Description	Permit Issued Date	Address / Legal	Owner Name	Value
COML - 21 - 109	COML	Construct a 140' Monopole communications tower. construct a 50'x50' 6' chain link fence around the tower.	05/03/2021	2802 W 1st St. Unplatted Block 1 Lot 1 The west 300 feet of the east 630 feet of the south 435.6 feet of the NE 1/4 of S 33, T 34, R 16, east of the 6th prime meridian, Coffeyville, Montgomery County, Kansas.	The Church of God in Christ	
COML - 21 - 110	COML	install 3 5 ton HVAC units and duct work as needed. remodel 2 bathrooms to ADA standard, roof repairs as needed. interior finish work as needed	05/03/2021	811 Maple Original Block 50 Lot 9	Titus, Aaron Dean and Peggy Leann	
HADD - 21 - 111	HADD	relocate kitchen, add a half bathroom, relocate electric and plumbing as needed. new flooring in kitchen, dining room and half bath.	05/04/2021	1403 W 1st St. Ozark Add Block 1 Lot 2	CARSON, LYNN J & MARIE M LIV TRS, 08/26/13 AS TRSTE	
HADD - 21 - 116	HADD	roof repair, remodel inside house, repair plumbing as needed, repair foundation as needed.	05/07/2021	206 W 5th St. OSBORNS 3RD ADD Block 1 Lot 5&6	CLARK, JAMES E & NEKEISHA N	
COML - 21 - 117	COML	Renovate Student Dining Center	05/07/2021	400 W 11th St. Original City Addition Block 65-70 Lot All	Coffeyville Community College	

HADD - 21 - 128	HADD	tear off and replace roof	05/17/2021	1401 W 4th St. BOSWELLS 3RD ADD Block 1 Lot 1	AUSTIN, VICTORIA R	
HADD - 21 - 130	HADD	kitchen remodel new floor, doors, paint, trim	05/18/2021	501 S Cheyenne Ave. Sage Addition Block 1 Lot 3 & 4 Lot 3 plus Lot 4, except the N 20'.	Matt Conger	
HADD - 21 - 131	HADD	tear off and replace roof	05/19/2021	208 Grant St. Sub Block Lot 9	Jessie Jennings	
HADD - 21 - 132	HADD	tear off and replace roof	05/20/2021	2106 Prairie Lane Northfield Block 7 Lot 3	BALE, JAMES DEREK & LORIE LYNN	
HADD - 21 - 133	HADD	Extend existing enclosed front porch 8" Paint exterior	05/20/2021	107 S Wilkie Pkwy. Ozark Addition Block 1 Lot 11	Barrett, Nina E. & Billy R.	
HADD - 21 - 137	HADD	tear off and replace roof	05/24/2021	513 W 4th St. BARRETT PARK ADD Block 11 Lot 7	KILL, THOMAS J & ANGELA D	
HADD - 21 - 139	HADD	Full Remodel. Kitchen, bathrooms, new electrical, new plumbing, new Window. all new fixtures and cabinetry	05/25/2021	307 N OHIO St. NORTHFIELD ADD Block 7 Lot 18 NORTHFIELD ADD, S34, T34, R16, BLOCK 7, Lot 18, Lot Width: 066.0 Lot Depth: 165.0 Plat Book/Page 6 /79 Deed Book/Page 688 /193 607 /1319 487 /151 349 /417	GOSSARD, ASHLEY A	
HADD - 21 - 140	HADD	repair kitchen floor. replace with vinyl plank flooring	05/26/2021	1106 W 6th St. Queen City Block 3 Lot 22	LONG, ALYSON	
HADD - 21 - 141	HADD	11 X 11 concrete pad for dog kennel.	05/27/2021	1503 W 1st St. Ozark Add Block 2 Lot 2	THOMAS, HARRY L & KAREN S	
HADD - 21 - 112	HADD	tear off and re-roof	05/04/2021	402 W 4th St. BARRETT PARK ADD Block 7 Lot S 95.1' LT 16	BRYCE, DANIEL	

HADD - 21 - 113	HADD	tear off and re roof (18sq)	05/05/2021	207 N Parkview Ave. Northfield Add Block 2 Lot 24	Crystal Huls	
HADD - 21 - 114	HADD	tear off and re roof	05/05/2021	302 Michelle Ln. Idyllwood Add Block 1 Lot 6	Ryan and Erin Wall	
HADD - 21 - 121	HADD	tear off and replace shingle roof	05/12/2021	1406 W 2 St. Ozark Add Block 1 Lot 18	Lois Hendrix	
HADD - 21 - 129	HADD	complete remodel bathroom. new shower, floors down to the joist, insulation, paint, trim, vanity.	05/18/2021	1315 W 7th St. Pollett's 2nd Addition Block 2 Lot 8	DOUGLAS, ANGELA C	

TOTALS:	Total Projects:	19
	Permits Issued:	19