**COMMISSION MEETING AGENDA**
**TUESDAY, AUGUST 25, 2026 6:30 P.M.**

**A. CALL TO ORDER –** Mayor James R Falkner

**B. ROLL CALL**

**C. INVOCATION –** Pastor Mark Wilson, Church of God

**D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

**E. REVIEW OF AGENDA**

**F. CONSENT AGENDA**

1. City Commission Meeting Minutes – Tuesday, August 11, 2026
2. Ordinance S-26-03 an Ordinance of the City of Coffeyville, Kansas, authorizing the levy of a one-half percent citywide retailers' sales tax and related matters.
3. Action to approve the FY2025 Safe Streets and Roads for All grant agreement and authorize the mayor to sign the agreement on behalf of the City of Coffeyville.

**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), & PROCLAMATION(s).**

**I. OLD BUSINESS**

**J. NEW BUSINESS**

1. Resolution R-26-93 a Resolution authorizing the City of Coffeyville to apply for Technical Assistance Grant funding from the Kansas Water Office for the Coffeyville Flood Risk Management Study.
2. Resolution R-26-94 a Resolution accepting a Transportation Alternatives Program Grant from the Kansas Department of Transportation for the Coffeyville Sidewalks and Crosswalks Project, committing the required local match, and authorizing the mayor to sign the required documents.
3. Resolution R-26-95 a Resolution to approve a construction contract with Elements Construction Concepts, Inc. for Wastewater Treatment Plant blower piping repairs.
4. Resolution R-26-96 a Resolution to approve repairs by Foley Equipment to the Public Service track loader.
5. Resolution R-26-97 a Resolution to approve the purchase of a new digger derrick truck from Altec for the City of Coffeyville Electric Utility.
6. City Manager's Report
7. Comments from Commissioners and Staff

**K. EXECUTIVE SESSION(s)**

**L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**

1. City of Coffeyville Payment Report (08/14/2026 – 08/21/2026) $9,673,777.50
2. Electric Substation Improvement Additional Expense Staff Report
3. Grant Tracker – August 2026
4. Grant Tracker Awarded Projects – February 2024 to present
5. Coffeyville Recreation Commission Minutes – July 2026

**M. ADJOURN**

**COMMISSION MEETING AGENDA**
**TUESDAY, AUGUST 11, 2026 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 Falkner.

Present:

COMMISSIONER JIM FALKNER
COMMISSIONER MIKE GOLDEN
COMMISSIONER ALEC HENDRYX
COMMISSIONER WILLIAM KENDALL
COMMISSIONER DEBORAH MAPLES

City Staff in attendance:

CITY ATTORNEY PAUL KRITZ
CITY MANAGER BEN BRUBAKER
CITY CLERK MELISSA CARTER
DIRECTOR OF FINANCE MARTIN CUMINGS
DIRECTOR OF COMMUNITY DEVELOPMENT AMBER DEAN
DEPUTY DIRECTOR OF PUBLIC WORKS THOMAS OSBORN
DIRECTOR OF ELECTRIC CHRIS WEINER
SUPERINTENDENT OF ELECTRIC GENERATION JOHNATHON CARSON

**A. CALL TO ORDER –** Mayor James R Falkner

**B. ROLL CALL**

**C. INVOCATION –** Pastor Shannon Dozier, Convergence Church

**D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

**E. REVIEW OF AGENDA**

MOTION: Move to amend the agenda to add New Business Item R-26-92, to approve Change Order #1 for a construction contract with J Graham Construction for the 2026 Street Improvement Project.

ACTION: MOTION: FALKNER SECOND: MAPLES
ROLL CALL: ALL AYE

**F. SPECIAL PRESENTATION**

1. Presentation of Power Plant Operator Academy certificates by Kansas Municipal Utilities. John Littleton, Director of Energy Services for Kansas Municipal Utilities and Superintendent of Electric Generation Johnathon Carson presented the Power Plant Operator Academy certificates to Austin Coffey, Dustin Thurman and Kenneth Wahl. Recipient Gloria Phillips was not in attendance.

**G. CONSENT AGENDA**

1. City Commission Meeting Minutes – Tuesday, July 28, 2026
2. Resolution R-26-86 a Resolution to approve corrected Quitclaim Deeds for 402 and 404 Gibson Avenue to reflect the current legal descriptions following the previously approved replat of the Gibson Avenue properties.
3. Resolution R-26-87 a Resolution authorizing the City of Coffeyville to execute a Municipal Electric Systems of Oklahoma Mutual Aid Agreement for the Electric Utility.

MOTION: Move to approve items 1-3 of the consent agenda as presented.

ACTION: MOTION: MAPLES SECOND: FALKNER
ROLL CALL: ALL AYE

**H. 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**

**I. PUBLIC HEARING(s), & PROCLAMATION(s).**

1. Public Hearing on the Second Amendment to the Neighborhood Revitalization Plan.
   Director of Community Development Amber Dean said this will be to adopt the second amendment to the Neighborhood Revitalization Plan. She noted this does have to go in front of the other taxing entities for them to sign the Interlocal Agreement before the amendment takes place.
   Mayor Falkner opened the Public Hearing. There were no comments. Mayor Falkner closed the Public Hearing.

2. Resolution R-26-88 a Resolution to adopt the Second Amendment to the Neighborhood Revitalization Plan and authorize the Mayor and City Clerk to execute any necessary Interlocal Agreements.

   MOTION: Move to approve Resolution R-26-88 as presented.

   ACTION: MOTION: HENDRYX SECOND: MAPLES
   ROLL CALL: ALL AYE

3. Public Hearing to consider an application submission to the Kansas Department of Commerce for Community Development Block Grant funds under the Housing Rehabilitation and Demolition category.
   Director of Community Development Amber Dean said they are proposing the submission of an application to CDBG for $300,000 and there is no match required. It will fund rehabilitations such as roofs, HVAC and minimum housing standards. These can be owner or landlord properties. Ms. Dean noted there will be a housing committee that will go through the applications for approval. A housing inspector will inspect the properties to make sure they can be rehabbed and the grant will be $25,000 per property. There is also a risk assessor who will do lead-based paint and asbestos inspections. CDBG has regulations they will adhere to as well as income guidelines. Low/moderate income is based on HUD qualifications. There is no dollar match but staff time and labor.
   Mayor Falkner opened the Public Hearing. There were no comments. Mayor Falkner closed the Public Hearing.

4. Resolution R-26-89 a Resolution certifying legal authority to apply for the Housing Rehabilitation and Demolition Kansas Community Development Block Grant Program from the Kansas Department of Commerce and authorizing the Mayor to sign and submit such an application**.**

MOTION: Move to approve Resolution R-26-89 as presented.

ACTION: MOTION: FALKNER SECOND: HENDRYX
ROLL CALL: ALL AYE

**J. OLD BUSINESS**

**K. NEW BUSINESS**

1. Discussion and action to approve or deny a nomination to the Coffeyville Regional Medical Center Board of Directors.
City Manager Ben Brubaker said as part of the 2025 revisions to the relationship between the City of Coffeyville and Coffeyville Regional Medical Center, the City Commission was granted the authority to accept or reject nominations for appointments to the CRMC Board of Directors. This process preserves the governance relationship between the City and CRMC while allowing CRMC to continue operating as an independent nonprofit organization. Brian Lawrence, CEO of CRMC, came to the podium and said there was one vacancy on the Board of Directors, James Grimmett was the member who resigned. Mike Moore is the nomination for the board vacancy. Mr. Moore has 34 years experience in health care and also has finance and planning experience. He was previously the president and COO of Jane Phillips in Bartlesville but retired in December 2023. Mr. Moore has been well recommended.

MOTION: Move to approve applicant Mike Moore as a nominee for the Coffeyville Regional Medical Center Board of Directors.

ACTION: MOTION: FALKNER SECOND: MAPLES
ROLL CALL: ALL AYE

2. Resolution R-26-90 a Resolution making certain findings and determinations as to the need for housing within the City of Coffeyville, Kansas and setting forth the legal description of real property proposed to be designated as one or more Reinvestment Housing Incentive Districts within the city.
Director of Community Development Amber Dean said this is the first step and is for the 30 apartment units for 709 and 711 Walnut and 701 Union. RHID does not provide funding upfront. Eligible costs are reimbursed only after the development is completed and the increased property value generates new property tax revenue. These apartments will be moderate to medium income. Discussion ensued on the project and the particulars of the RHID Program.

MOTION: Move to approve Resolution R-26-90 as presented.

ACTION: MOTION: MAPLES SECOND: FALKNER
ROLL CALL: ALL AYE

3. Ordinance S-26-02 an Ordinance authorizing and providing for the issuance of General Obligation Bonds, Series 2026-A, of the City of Coffeyville, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.
   Director of Finance Martin Cumings said this Ordinance provides the authority to issue the bonds and the Resolution on the next item is to finalize the actions to provide those bonds to the buyer. Mr. Cumings noted there was a good faith payment of about $185,000 today and the remainder of the bond proceeds will be received in the next month. Ben Hart with Baker Tilly came to the podium and said the bond sale was today and closed at 10:00 am. Part of the process was a credit rating analysis. Mr. Hart went over the process of the bond sale. There were 8 bids received and the winning bidder was Bank of Oklahoma Financial Securities who bid a premium to secure it. With that premium, the amount of debt is decreased so the bond amount dropped from $9 million to $8.805 million with an interest rate of 3.859%.

   MOTION: Move to approve Ordinance S-26-02 as presented.

   ACTION: MOTION: FALKNER SECOND: HENDRYX
   ROLL CALL: ALL AYE

4. Resolution R-26-91 a Resolution prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2026-A, of the City of Coffeyville, Kansas, previously authorized by Ordinance S-26-02 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

   MOTION: Move to approve Resolution R-26-91 as presented.

   ACTION: MOTION: FALKNER SECOND: MAPLES
   ROLL CALL: ALL AYE

5. Resolution R-26-92 a Resolution to approve Change Order #1 for a construction contract with J Graham Construction for the 2026 Street Improvement Project.
   Deputy Director of Public Works Thomas Osborn said in March the Commission approved the 2026 Street Improvement Project on Ohio and Parkview. On July 27th, the contractor mobilized for milling. Upon milling, they were able to see the curb and gutter more clearly and it was in significantly worse shape than they anticipated. Mr. Osborn said even though it is draining and functioning, it is kicked back. This condition of the curb would not allow for a smooth road at the end of the project. 60% is in dire need of replacement now and another 20% would need replaced in the next 20 years. Due to this, they decided to hold off the contractor and get new numbers. In this change order they have also included the change for the very north end of Ohio and Parkview to be concrete swell instead of asphalt to better address drainage issues in that area. The total of the change order is $382,685. Mr. Brubaker noted that these funds are available in the streets sales tax money as we were not awarded the KDOT truck route grant. Discussion ensued on the pros and cons of getting it all done now as opposed to piecemealing, if there was a way to have know the curb was in that shape before it went to bid and new completion date.

MOTION: Move to approve Resolution R-26-92 as presented.

ACTION: MOTION: FALKNER SECOND: HENDRYX
ROLL CALL: ALL AYE

6. Discussion on data center proposals for Southwest Power Pool Transmission Study.
City Manager Ben Brubaker said originally coming into this meeting they suggested there would be an opportunity for commissioners to pick a proposal and have the SPP study be specifically to that developer. In listening to the community, it was decided to keep working through those five proposals. The idea is to move forward with the SPP study which is the next step in due diligence and is not an agreement. The study is about available transmission. A study like this would be needed for any future high load users, not just data centers. These studies take up to about 120 days. Mr. Brubaker noted that the enterprise funds could pay for that study, or the cost can be split between the interested data center developers. It was noted that if the city wants to provide power over 10 megawatts to any customer, this study is required. The results are not specific to a data center. The cost of the study is $120,000. There is no obligation to the data center developers if they pay for the study. After the study is complete and the proposals have been gone through, then it will come back to the Commission for decision. If they decide to move forward with a proposal, then it will be several months of contract negotiations for electric, water, noise, etc.. If the study comes back and there are upgrades to the electric that need to be done, the developer would be responsible for those costs. Commissioner Golden asked if improvements were made that the developer paid for, if they pick up and leave, who do they belong to. Mr. Brubaker answered they would belong to the city. Discussion ensued on how long the study would be good for, it was later answered that the study is good for five years. It was reiterated that no NDA's had been signed and there was no intention of signing one.
Max Nelson, 1469 CR 4500, came to the podium and said the forward movement for an SPP study before third party environmental studies and electric rate payer impact studies can be completed is potentially dangerous. Mr. Nelson states, as a business professional who has worked in a variety of different fields, he can attest that the current five proposals that he has reviewed are rudimentary at best and considered extremely vague. He said as a community, they should demand better from multi-million-dollar corporations. Proposals from commercial or residential properties have more pages than what has been submitted. Mr. Nelson would expect a minimum proposal of fifty pages, more like a hundred, from a multi-million-dollar customer. He stated these companies know what they are doing and these proposals for most companies that are detailing this, all aspects of the project from inception to completion are all highly detailed. Mr. Nelson said full review and investigation should be completed by a corporate attorney as they need to protect themselves and they have teams of people. He said they need to make sure everything is crossed. He stated they have heard about revenue generation, but revenue is not the same as profit. Mr. Nelson said negotiation doesn't begin until after selecting a proposal, it begins as soon as the proposal hits the desk. He told the commission they are "smack dab in the middle" of a negotiation process whether they are aware of it or not. By electing to move forward with a study funded by any or all applicants before safety studies and guardrails are put in place creates a dangerous precedent and opens the city to legal liabilities. Mr. Nelson said once money changes hands, they are in business to a certain degree. He said he started a petition that hit 500 signatures and 61% are from the local area code. Although not legally binding, he started it to give people a voice. Mr. Nelson asked that they consider a one-year moratorium to get everything in line.
Rachel and Brad Yaple, 902 McBean Lane, Dearing KS, came to the podium to seek some

clarification on some things that happened at the public session. She said Mr. Brubaker spoke about a potential revenue source from the sale of power to the data centers and that they could make five to seven million or twenty million depending on the size of the data center. She asked if this is correct, why is the city willing to leverage itself and people against GRDA and their contractual agreements. It is her understanding that the city is to become the middleman between GRDA and the data center and in doing so the city will take on all the risk. She stated she drew her conclusion based on the contracts in place. The city buys their electric from GRDA and then hopes to sell the power to the data center for a profit. Mrs. Yaple said data centers have special language called industrialized discounts built into their contracts which provides them protection from double billing. She said double billing is when municipalities choose the revenue source, they can bill up front or for usage but not for both. Historically, municipalities have chosen to bill up front and surrender any revenue for usage. She said that means that any profit made on the sale would be lost on the delivery. She stated it is the citizens who pay for it as they will get stuck paying for the consumption of the data center because legally you can't bill them for it. Mrs. Yaple said she doesn't understand how the city has enough capital for the buying and selling of power to cover the rapid consumption of data centers. Another issue with leverage is that it puts a strain on existing agreements as GRDA dictates the run schedule. If they go online, they get paid, if they don't they get fined and that is based on a variable rate which depends on what the cost of power is on any given day. Her worry is that if the city is putting the data center before GRDA they won't be able to handle both when the time comes. She stated if they can't build a data center for the usage and they don't have the capital to cover rapid consumption the city will be risking its own financial future on something that may or may not be here in five years.

Marjorie Reynolds, 1020 W. Main, Independence, came to the podium and said she is the founder and director of Prairie Dog Alliance. She urged the Commission to use the tools she has used to research deep fission which is the SEC (Securities and Exchange Commission) website. If the companies making the proposals are public, people can go online and find out about the risks, how long they have been around, and their prospectus. The prospectus, which is a legal document they had to develop to submit to the SEC detailing what they plan on doing, what they have done and the future of their company.

Tom Wilson, 5175 County Road 1425, came to the podium and said they have a small farm just outside of Walmart. He stated he was an electrical safety officer in Afghanistan and worked on billion-dollar contracts. He said the proposals are superficial and do not give any guidelines or tell what they are going to do in the future. Mr. Wilson said this study is not just looking at electrical but cooling operations and all kinds of stuff. He asked if they knew the parameters and if they had read the proposals. Mr. Wilson thinks they are "shooting into the wind" and not understanding what the companies do. He asked if they understand what the companies do, their history, any problems they have had, and if they have they corrected their issues. He would like to see an advisory team of engineers and logistics people who understand what's happening with the data centers. He thinks once they get in here they will cluster and there will be more demand on infrastructure. Mr. Wilson said they could take a vote to get a little microcosm that is going on if they want these things. Mr. Wilson asked for a postponement so the commission can look into this. He said he is not against it, just against what they have done and hurt communities. He is concerned for the farmers that need electricity and water.

Marilyn Koehn, 3705 W. 4th, came to the podium and said she believes that they are voted in by the residents of Coffeyville to be the leaders of this town to make important decisions for the city and are the face of the community. They should address residents feedback and

complaints. Ms. Koehn said she is praying and pleading to give them favor for a twelve-month moratorium for the data center project. Extensive study about this project needs to be done for better decision making and sound judgement. She believes God has ordained the commissioners and given them the responsibility to manage this city. Ms. Koehn hopes that as a community they can work together as a team and take responsibility as their own family. She says the issue is business profit versus public safety which is why they need to do a study to better know what to choose whether it is business profit or safety of the public. Ms. Koehn stated once the ecosystem dies, human beings is dead. She said she is not against the data center but careful study and consideration need to be done, once it is started, there is no stopping. Once done, it can never be undone. She asked for a twelve-month moratorium.
Rachel Yaple came back to the podium and said she sent an e-mail out and asked if the Commissioners received it. She then read the e-mail that was sent suggesting that the Commission look into findings from Erin Brockovich.
Commissioner Kendall asked what will stop the data centers from pushing us into their company if they have paid for the study. City Manager Ben Brubaker said they will all want but commissioners get to choose, nothing happens without their approval. It was reiterated that this study is not data center specific and will show what the transmission capability is out there at the industrial park. Mr. Brubaker said the proposals are looking at starting between 20 and 35 and then ramp up over a certain amount of time up to between 100-200 megawatts. He believes we have around 40 megawatts.

MOTION: Move to authorize staff to coordinate with Grand River Dam Authority to proceed with a Southwest Power Pool Transmission Study and negotiate payment terms with data center developers who have submitted proposals to the City of Coffeyville

ACTION: MOTION: FALKNER SECOND: MAPLES
ROLL CALL: MAPLES – AYE, KENDALL – NAY
GOLDEN – NAY, HENDRYX – AYE, FALKNER - AYE

7. City Manager's Report
City Manager Ben Brubaker read a letter from the Friends of the Charlesworth Pool thanking the city for the commitment to provide up to $600,000 in bridge funding for the Field Kindley Charlesworth Pool project if needed, however, due to the generosity of donors and fundraising efforts, the loan is not needed.

8. Comments from Commissioners and Staff
Commissioner Golden commended the Water Department staff for fixing the issue last night. Vice Mayor Maples went over highlights from the payment report. Commissioner Kendall noted that he has seen all the e-mails, there are just so many, he has not had a chance to answer them all.

**L. EXECUTIVE SESSION(s)**

**M. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**

1. City of Coffeyville Payment Report (07/31/2026 – 08/07/2026) $1,117,846.08
2. Sales Tax Report – July 2026
3. Coffeyville Police Department Crime Statistics – July 2026
4. Hillcrest Golf Course Report – July 2026

## N. ADJOURN

MOTION: Move to Adjourn

ACTION: MOTION: FALKNER SECOND: MAPLES
ROLL CALL: MAPLES – AYE, KENDALL – AYE,
GOLDEN – ABSTAIN, HENDRYX – AYE, FALKNER - AYE

*Vote was done by show of hands, Commissioner Golden did not raise his hand on call.

Time the meeting was adjourned: 7:59 pm
Date the minutes were approved:

_____

_____
Melissa Carter, City Clerk

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|---|---|---|
| **CITY OF COFFEYVILLE<br>BOARD OF COMMISSIONERS AGENDA ITEM** | | |
| **MEETING DATE** | August 25, 2026 | |
| **RESOLUTION OR ORDINANCE NUMBER** | S-26-03 | |
| **AGENDA TITLE** | **AN ORDINANCE OF THE CITY OF COFFEYVILLE, KANSAS, AUTHORIZING THE LEVY OF A ONE-HALF PERCENT (0.50%) CITY-WIDE RETAILERS' SALES TAX AND RELATED MATTERS.** | |
| **REQUESTING DEPARTMENT** | Administration | |
| **PRESENTER** | Melissa Carter, City Clerk | |
| **FISCAL INFORMATION** | Cost as recommended: | N/A |
| | Budget Line Item: | N/A |
| | Balance Available | N/A |
| | New Appropriation Required: | [ ] Yes [X] No |
| **PURPOSE** | To authorize the levy of the half-cent sales tax approved by voters at the August 4, 2026 election for the purpose of assisting CRMC in payment of the costs of CRMC providing mobile, pre-hospital system emergency services and related operational costs, financing the costs of the City's police and fire capital improvements, and community safety infrastructure and improvements. | |
| **BACKGROUND** | The question of imposition of the 2027 Sales Tax was submitted to the electors of the City as a special question election on August 4, 2026. A majority of the qualified electors of the City voting on the proposition voted in favor of the sales tax. | |
| **SPECIAL NOTES** | | |

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|---|---|
| **ANALYSIS** | The next step to implement the 2027 Sales Tax is to pass an ordinance authorizing the levy of the half-cent sales tax. This ordinance will be published in The Montgomery County Chronicle. Once completed, staff will submit the documents to the Kansas Department of Revenue for implementation of the tax.<br><br>This 2027 Sales Tax collection will begin January 1, 2027 and will terminate 10 years after commencement. |
| **PUBLIC INFORMATION PROCESS** | Publication of the Summary of Ordinance in The Montgomery County Chronicle. |
| **BOARD OR COMMISSION RECOMMENDATION** | N/A |
| **STAFF RECOMMENDATION** | Staff recommends adoption of the ordinance. |
| **REFERENCE DOCUMENTS ATTACHED** | |

Gilmore & Bell, P.C.
08/18/2026

**ORDINANCE NO. S-26-03**

**AN ORDINANCE OF THE CITY OF COFFEYVILLE, KANSAS, AUTHORIZING THE LEVY OF A ONE-HALF PERCENT (0.5%) CITYWIDE RETAILERS' SALES TAX AND RELATED MATTERS.**

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**WHEREAS**, K.S.A. 12-187 *et seq.*, as amended (the "Act") authorizes the governing body (the "Governing Body") of the City of Coffeyville, Kansas (the "City") to submit to the electors of the City the question of imposing a Citywide retailers' sales tax, which in the aggregate may be in amounts not to exceed two percent (2%) for general purposes and not to exceed one percent (1%) for special purposes, provided sales taxes for special purposes shall expire not later than ten (10) years from the initial date of collection thereof; and

**WHEREAS**, pursuant to the Act, the electors of the City have heretofore approved propositions to authorize the levy of City-wide retailers' sales taxes described as follows:

(a) A general purpose 0.5% sales tax (the "General Purpose Sales Tax");

(b) a general purpose 0.5% sales tax for capital improvements (including, but not limited to improvements to public buildings), capital equipment and economic development initiatives, commencing on July 1, 2014, and ending on June 30, 2029 (the "2014 Capital Improvements Sales Tax");

(c) a special purpose 0.5% sales tax for the purpose of assisting Coffeyville Regional Medical Center ("CRMC") in payment of the costs of CRMC providing health care and emergency services, commencing on January 1, 2017, and ending on December 31, 2026 (the "2016 Health Care Sales Tax");

(d) a special purpose 0.5% sales tax for the following purposes, including the payment of financing costs related thereto: (1) 40% of the proceeds to finance housing and economic development purposes of the City, (2) 40% of the proceeds to finance the development and improvement of public parks and related community improvements, and (3) 20% of the proceeds to finance improvements and economic development purposes related to the City's historic downtown, commencing on October 1, 2022, and ending on September 30, 2032 (the "2022 Sales Tax");

(e) a general purpose 0.5% sales tax to finance the costs of general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks, commencing on April 1, 2024 and ending on March 31, 2034 (the "2024 Transportation Sales Tax"); and

(f) a general purpose 0.5% sales tax to finance the costs of general transportation improvements throughout the City including, but not limited to streets, curbing, and sidewalks; commencing on April 1, 2025, or as soon thereafter as permitted by law, and ending ten (10) years after its commencement (the "2025 Transportation Sales Tax"); and

**WHEREAS**, the Governing Body deemed it advisable that additional funds, other than from ad valorem property taxation, be derived from a City-wide sales tax for the purposes of assisting CRMC in payment of the costs of CRMC providing mobile, pre-hospital system emergency services and related operational costs, financing the costs of the City's police and fire capital improvements, and community safety infrastructure and improvements; and

**WHEREAS**, the Governing Body adopted Resolution No. R-26-62 providing for the calling of a special question election on August 4, 2026 (the "Election"), on the following proposition:

Shall the following be adopted?

Shall the City of Coffeyville, Kansas, be authorized, pursuant to the authority of K.S.A. 12-187 *et seq*., to impose a one-half percent (0.5%) Citywide retailers' sales tax (the "Sales Tax"), for the following purposes: (a) 50% of the proceeds to be used to assist Coffeyville Regional Medical Center ("CRMC") in payment of the costs of CRMC providing mobile, pre-hospital system emergency services and related operational costs; and (b) 50% of the proceeds to be used to finance the costs of the City's police and fire capital improvements, and community safety infrastructure and improvements; with the collection of the Sales Tax to commence on the expiration of the existing one-half percent (0.50%) City-wide retailers' sales tax imposed to assist CRMC, which is anticipated to occur January 1, 2027, or as soon thereafter as permitted by law, and to terminate 10 years after its commencement, all pursuant to the provisions of K.S.A. 12-187 *et seq*. as amended?

**WHEREAS**, at the Election a majority of the qualified electors of the City voting on that proposition voted in favor thereof, and pursuant to the provisions of the Act and the Election, the Governing Body deems it necessary and advisable to authorize the levy of the one-half percent (0.5%) City-wide retailers' sales tax (the "2027 Sales Tax"), which constitutes a sales tax imposed for special purposes, with such 2027 Sales Tax to commence on the expiration date of the 2016 Health Care Sales Tax (which is expected to be January 1, 2027), or as soon thereafter as permitted by the Act, and to terminate 10 years after its commencement

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COFFEYVILLE, KANSAS:**

**SECTION 1. Implementation of the 2027 Sales Tax**. The levy of the one-half percent (0.5%) 2027 Sales Tax and the application of the revenue received therefrom is hereby authorized. In accordance with K.S.A. 12-191, collection of the 2027 Sales Tax shall commence on January 1, 2027, or as soon thereafter as permitted by law, and shall terminate 10 years after its commencement.

**SECTION 2. Department of Revenue Submittal**. The City Clerk, upon passage of this Ordinance, shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189 and request the implementation of the 2027 Sales Tax in accordance with the provisions hereof.

**SECTION 3. Effective Date.** This Ordinance shall be effective upon passage by the governing body, execution by the Mayor and publication once in the official City newspaper.

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**PASSED** by the governing body of the City of Coffeyville, Kansas on August 25, 2026, and **SIGNED** by the Mayor.

(Seal)

James R. Falkner, Mayor

ATTEST:

Melissa Carter, City Clerk

| CITY OF COFFEYVILLE<br>BOARD OF COMMISSIONERS AGENDA ITEM | | |
|---|---|---|
| **MEETING DATE** | August 25th, 2026 | |
| **RESOLUTION OR ORDINANCE NUMBER** | | |
| **AGENDA TITLE** | FY2025 Safe Streets and Roads for All Grant Agreement | |
| **REQUESTING DEPARTMENT** | Community Development | |
| **PRESENTER** | Amber Dean, Director of Community Development | |
| **FISCAL INFORMATION** | Cost as recommended: | $10,000 |
| | Budget Line Item: | Fund 520 |
| | Balance Available | $6.287 million |
| | New Appropriation Required: | [x] Yes [ ] No |
| **PURPOSE** | To approve the FY2025 Safe Streets and Roads for All grant agreement and authorize Mayor Jim Falkner to sign the agreement on behalf of the City of Coffeyville. | |
| **BACKGROUND** | The City of Coffeyville has been awarded $160,000 through the U.S. Department of Transportation's Safe Streets and Roads for All program for the Coffeyville US-166 Corridor Intersections Road Safety Audit. The total project cost is $200,000. The City was also awarded $30,000 through the Build Kansas Fund to help meet the required non-federal match, leaving a $10,000 City match | |
| **SPECIAL NOTES** | | |
| **ANALYSIS** | The federal SS4A award will cover 80% of the eligible project cost. The required 20% non-federal share is $40,000. Of that amount, $30,000 has been awarded through the Build Kansas Fund, leaving $10,000 to be provided by the City. | |
| **PUBLIC INFORMATION PROCESS** | | |

| | |
|---|---|
| **BOARD OR COMMISSION RECOMMENDATION** | |
| **STAFF RECOMMENDATION** | Approve the FY2025 Safe Streets and Roads for All grant agreement and authorize Mayor Jim Falkner to sign the agreement on behalf of the City of Coffeyville. |
| **REFERENCE DOCUMENTS ATTACHED** | FY2025 Safe Streets and Roads for All Grant Agreement<br>FY2025 SS4A General Terms and Conditions<br>FY2025 SS4A Exhibits |

**1. Federal Award No.**
693JJ32640759

**2. Effective Date**
See No. 15 Below

**3. Assistance Listings No.**
20.939

**4. Award To**
City of Coffeyville
102 West 7th Street
Coffeyville, KS 67337

Unique Entity Id.: PBHVUBSUJXA3
TIN No.: 48-6043317

**5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590

**6. Period of Performance**
Effective Date of Award – 24 Months

**7. Total Amount**

| | |
|---|---|
| Federal Share: | $160,000 |
| Recipient Share: | $40,000 |
| Other Federal Funds: | $0 |
| Other Funds: | $0 |
| Total: | $200,000 |

**8. Type of Agreement**
Grant

**9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

**10. Procurement Request No.**
HSA260200PR

**11. Federal Funds Obligated**
$160,000

**12. Submit Payment Requests To**
See Article 5.

**13. Description of the Project**
Coffeyville US-166 Corridor Intersections Road Safety Audit

**RECIPIENT**

**14. Signature of Person Authorized to Sign**

_____

Signature Date

Name: Jim Falkner

Title: Mayor

**FEDERAL HIGHWAY ADMINISTRATION**

**15. Signature of Agreement Officer**

_____

Signature Date

Name: Hector R. Santamaria

Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE**
**FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Coffeyville (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Coffeyville US-166 Corridor Intersections Road Safety Audit.

The parties therefore agree to the following:

## ARTICLE 1
## GENERAL TERMS AND CONDITIONS

### 1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All ("SS4A") Grant Program," dated January 22, 2026 which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2025." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

## ARTICLE 2
## APPLICATION, PROJECT, AND AWARD

### 2.1 Application.

Application Title: Coffeyville US-166 Corridor Intersections Road Safety Audit

Application Date: June 25, 2025

### 2.2 Award Amount.

SS4A Grant Amount: $160,000

### 2.3 Federal Obligation Information.

Federal Obligation Type: Single

### 2.4 Budget Period.

Budget Period: See Block 6 of Page 1

### 2.5 Grant Designation.

Designation: Planning and Demonstration

## ARTICLE 3
## SUMMARY PROJECT INFORMATION

### 3.1 Summary of Project's Statement of Work.

Narrative: This award is for a supplemental planning project.

The City of Coffeyville was awarded SS4A Planning and Supplemental Activities funding to complete a Road Safety Audit (RSA) and traffic engineering study along the US-166 corridor. This corridor was identified in the Southeast Kansas Comprehensive Safety Action Plan as one of the region's highest-risk corridors due to documented crash history, pedestrian incidents, and safety deficiencies.

The project will include updated crash data analysis, traffic and pedestrian counts, intersection and signal timing evaluation, field assessments, and a formal Road Safety Audit process. The study will result in implementation-ready recommendations such as Leading Pedestrian Intervals (LPIs), signal timing adjustments, crosswalk visibility improvements, and other corridor safety countermeasures to reduce pedestrian-vehicle conflicts and overall crash risk. Findings will be used to prioritize future safety improvements and position the City for implementation funding.

### 3.2 Project's Estimated Schedule.

**Supplemental Planning Schedule**

| Milestone | Schedule Date |
|---|---|
| Planned Final Plan Publicly Available Date: | 09/30/2027 |
| Planned SS4A Final Report Date: | 02/28/2028 |

### 3.3 Project's Estimated Costs.

(a) Eligible Project Costs

| Eligible Project Costs | |
|---|---|
| SS4A Grant Amount: | $160,000 |
| Other Federal Funds: | $0 |
| State Funds: | $30,000 |
| Local Funds: | $10,000 |
| In-Kind Match: | $0 |
| Other Funds: | $0 |
| Total Eligible Project Cost: | $200,000 |

(b) Cost Classification Table

Reserved

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4
## CONTACT INFORMATION

### 4.1 Recipient Contact(s).

Amber Dean
Director of Community Development
City of Coffeyville
102 W. 7th Street
Coffeyville, KS 67337
(620) 252-6119
adean@coffeyville.com

### 4.2 Recipient Key Personnel.

| Name | Title or Position |
|---|---|
| Jim Wright | Director of Public Works |
| Thomas Osbourn | Deputy Director of Public Works |

### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop: W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Kansas
Agreement Officer's Representative (AOR)
6111 SW 29th Street, Suite 100
Topeka, KS 66614
(785) 273-2600
hdaks@dot.gov

and

Catherine Patrick, P.E.
Kansas Division Office Lead Point of Contact
Transportation Engineer
6111 SW 29th Street, Suite 100
Topeka, KS 66614
(785) 273-2653
catherine.patrick@dot.gov

## ARTICLE 5
## USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

### 5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## ARTICLE 6
## SPECIAL GRANT TERMS

**6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

**6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

**6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

**6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Plan will be made publicly available and agrees that it will publish the final Supplemental Plan on a publicly available website.

**6.5** There are no other special grant requirements.

**ATTACHMENT A**
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** US-166 Highway, Coffeyville KS
**Baseline Measurement Date:** N/A
**Baseline Report Date:** N/A

**Table 1: Performance Measure Table**

| Measure | Category and Description | Measurement Frequency and Reporting Deadline |
|---|---|---|
| Costs | Project Costs: Quantification of the cost of each eligible project carried out using the grant | Within 120 days after the end of the period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets. | Within 120 days after the end of the period of performance |

**ATTACHMENT B**
**CHANGES FROM APPLICATION**

**Scope**: N/A

**Schedule**: N/A

**Budget**: N/A

**ATTACHMENT C**
[RESERVED]

**ATTACHMENT D**
[RESERVED]

**ATTACHMENT E**
**LABOR AND WORK**

## 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

| | |
|---|---|
| X | The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)* |
| | The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)* |
| | The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)* |
| | The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)* |
| | The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)* |
| | The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)* |
| | The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)* |
| | The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award. |

## 2. Supporting Narrative.

The City of Coffeyville will procure a qualified traffic engineering firm to complete the Road Safety Audit and traffic engineering study. This work will support professional planning and engineering positions directly related to transportation safety analysis, data collection, and technical reporting. Consultant services will be procured in accordance with federal and state procurement requirements.

**ATTACHMENT F**
**CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.**

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| | The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| | The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. |
| **X** | Not applicable. Grant does not require the purchase of information technology or operational technology. |

**2. Supporting Narrative.**

N/A

**U.S. DEPARTMENT OF TRANSPORTATION**

# GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

**January 22, 2026**

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## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "IIJA") established the Safe Streets and Roads for All (the "SS4A") Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2025 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2025 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

### ARTICLE 7
### PURPOSE

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

### ARTICLE 8
### USDOT ROLE

**8.1 Division of USDOT Responsibilities.**

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

**8.2 USDOT Program Contact.**

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
W56-485
Washington, DC 20590
SS4A.FHWA@dot.gov

## ARTICLE 9
## RECIPIENT ROLE

**9.1 Statements on the Project.** The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

**9.2 Statements on Authority and Capacity.** The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under

this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

**9.5 Rights and Powers Affecting the Project.**

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

**9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

## ARTICLE 10
## AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

**10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is "Single," then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is "Multiple," (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

**10.3 Budget Period**

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

**10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

## ARTICLE 11
## STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

**11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

**11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

**11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):

(1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

**11.4 Budget Changes.**

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3(a).

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

## ARTICLE 12
## GENERAL REPORTING TERMS

**12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

**12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

**12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

## ARTICLE 13
## PROGRESS AND FINANCIAL REPORTING

**13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

**13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

**13.3 Final Performance Progress Reports and Financial Status.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

(1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and

(2) any other information required under the Administering Operating Administration's award closeout procedures.

## ARTICLE 14
## PERFORMANCE REPORTING

**14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

(1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

**14.2 SS4A Final Report.**

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

(1) the costs of each eligible project and strategy carried out using the grant;

(2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—

- identified in the grant application; and
- measured by data to the maximum extent practicable;

(3) [RESERVED]

(4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

### 14.3 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

### 14.4 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

## ARTICLE 15

## NONCOMPLIANCE AND REMEDIES

### 15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

**15.2 Remedies.**

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

### 15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## ARTICLE 16
## AGREEMENT TERMINATION

### 16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

**16.2 Closeout Termination.**

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

**16.4 Non-Terminating Events.**

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

## ARTICLE 17
## MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

**17.1 Recipient Monitoring and Record Retention.**

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**17.2 Financial Records and Audits.**

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2024" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2024" in column c ("Additional Award Identification").

**17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**17.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## ARTICLE 18
## CONTRACTING AND SUBAWARDS

**18.1 Build America, Buy America.** This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

*Inapplicability.*

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Categorization of articles, materials, and supplies*.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

*Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

*Definitions*

"**Construction materials**" means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:
- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"**Domestic content procurement preference**" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"**Iron or steel products**" means articles, materials, or supplies that consist wholly or predominantly or iron or steel or a combination of both.

"**Manufactured products**" means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"**Predominantly of iron or steel or a combination of both**" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**"Project"** means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

"**Section 70917(c) materials"** cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

**18.3 Engineering and Design Services.** The Recipient shall 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 with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

**18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of 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.

**18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**18.6 Recipient Responsibilities for Subawards.**

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

## ARTICLE 19
## COSTS, PAYMENTS, AND UNEXPENDED FUNDS

**19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**19.3 Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

**19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

**19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

**19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

**19.8 Information Supporting Expenditures.**

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.

**19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

## ARTICLE 20
## LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

**20.1 Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## ARTICLE 21
## AGREEMENT MODIFICATIONS

**21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**21.2 Unilateral Contact Modifications.** The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

**21.3 USDOT Unilateral Modifications.**

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**21.4 Other Modifications. T**he parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

## ARTICLE 22

[RESERVED]

## ARTICLE 23

[RESERVED]

## ARTICLE 24
## LABOR AND WORK

**24.1 Labor and Work.** Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

## ARTICLE 25
## CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

**25.1 Critical Infrastructure Security and Resilience.**

Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

## CIVIL RIGHTS AND TITLE VI

**26.1 Civil Rights and Title VI**

(a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) **"Existing"** means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

**(3) "New"** means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

## ARTICLE 27
## FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

**27.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**27.2 Federal Law and Public Policy Requirements.**

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.

(d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

(e) Prohibitions on the use of SS4A funds

(1) Automated Traffic Enforcement

(A) Except as provided in subparagraph (B) below, federal funding provided to Recipient under this grant agreement may not be used to purchase, operate, or maintain an automated traffic enforcement system.

(B) Subparagraph (A) does not apply to an automated traffic enforcement system located in a school or work zone.

(C) For the purposes of this prohibition, ‘‘automated traffic enforcement system’’ means any camera that captures an image of a vehicle for the purposes of traffic law enforcement.

(2) Curb Extensions

(A) Except as provided in subparagraph (B) below, federal funding provided to Recipient under this grant agreement may not be used for curb extensions.

(B) Subparagraph (A) does not apply to curb extensions for bus or transit stops, roundabouts, school zones, on-street parking, or for curb extensions which do not reduce roadway capacity.

(C) For the purposes of this prohibition, “curb extension” means extending the curb line into the street.

**27.3 Federal Freedom of Information Act.**

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**27.4 History of Performance.** Under 2 C.F.R 200.206, any Federal agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

**27.5 Whistleblower Protection.**

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

**27.6 External Award Terms and Obligations.**

(a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**27.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

## ARTICLE 28
## ASSIGNMENT

**28.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## ARTICLE 29
## WAIVER

**29.1 Waivers.**

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

## ARTICLE 30
## ADDITIONAL TERMS AND CONDITIONS

**30.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2025 Notice of Funding Opportunity for Safe Streets and Roads for All.

**30.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**30.3 Environmental Review**

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-11 and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**30.4 Railroad Coordination.** If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

**30.5 Relocation and Real Property Acquisition.**

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

**30.6 Equipment Disposition.**

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

## ARTICLE 31
## MANDATORY AWARD INFORMATION

**31.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 33.2;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

## ARTICLE 32
## CONSTRUCTION AND DEFINITIONS

**32.1 Attachments.** This agreement includes the following attachments as integral parts:

| | |
|---|---|
| Attachment A | Performance Measurement Information |
| Attachment B | Changes from Application |
| Attachment C | Reserved |
| Attachment D | Reserved |
| Attachment E | Labor and Work |
| Attachment F | Critical Infrastructure Security and Resilience |

**32.2 Exhibits.** The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2025 SS4A Grant Program", dated January 22, 2026, and available at https://www.transportation.gov/grants/ss4a/grant-agreements, are part of this agreement.

| | |
|---|---|
| Exhibit A | Applicable Federal Laws and Regulations |
| Exhibit B | Additional Standard Terms |
| Exhibit C | Quarterly Performance Progress Reports: Format and Content |
| Exhibit D | Form for Subsequent Obligation of Funds |

**32.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–33, then the provision in articles 1–33 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**32.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**32.5 Definitions.** In this agreement, the following definitions apply:

"**Program Statute**" means the IIJA section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

"**SS4A Grant**" means an award of funds that were made available under the SS4A NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

## ARTICLE 33
## AGREEMENT EXECUTION AND EFFECTIVE DATE

**33.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**33.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

**U.S. DEPARTMENT OF TRANSPORTATION**

# EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM

**January 22, 2026**

**EXHIBIT A**
**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2025 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**General Federal Legislation**

a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
b. Hatch Act – 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
m. American Indian Religious Freedom Act, P.L. 95-341, as amended
n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

1101 -1104, 541, et seq.

dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
nn. Wilderness Act – 16 U.S.C. 1131-1136
oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

**Executive Orders**

a. Executive Order 11990 – Protection of Wetlands
b. Executive Order 11988 – Floodplain Management
c. Executive Order 12372 – Intergovernmental Review of Federal Programs
d. Executive Order 12549 – Debarment and Suspension
e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
f. Executive Order 14025 – Worker Organizing and Empowerment
g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14154, Unleashing American Energy
i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**Presidential Policy Directives and Memorandums**

a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

**General Federal Regulations**

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

**Office of Management and Budget Circulars**

a. Any applicable OMB Circular based upon the specific FY 2025 Safe Streets and Roads for All Grant Recipient.

**Highway Federal Legislation**

a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
d. Efficient Environmental Reviews - 23 U.S.C. 139
e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

**Federal Highway Regulations**

a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
b. National Highway System Design Standards – 23 C.F.R. Part 625
c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2025 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B**
**ADDITIONAL STANDARD TERMS**

**TERM B.1**
**TITLE VI ASSURANCE**
**(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2025 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- 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);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2025 SS4A grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2025 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   > "*The Recipient, 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 for any contract entered into pursuant to this advertisement, 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.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, 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 Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, 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.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient 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.

8. That this Assurance obligates the Recipient 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 Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, 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.

10. The Recipient 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.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable

provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2025 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2025SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE,** the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024) , the Regulations for the Administration of FY 2025 SS4A grant program**,** and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to

and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

## CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- 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); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

## TERM B.2
## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

### 2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2025 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2025 SS4A Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## TERM B.3
## REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

    (1) Certify whether the entity has a Tax Delinquency; and

    (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If:

    (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

    (2) an entity provides an affirmative response to either certification in section 3; or

    (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

    then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

    (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

    (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

    (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

    (1) require the SAM check in section 2;

    (2) require the certifications in section 3;

    (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

## TERM B.4
## RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**
**QUARTERLY PERFORMANCE PROGRESS REPORTS:**
**FORMAT AND CONTENT**

**1. Purpose**. The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2025 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

**(a) Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

**(b) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IIJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(c) Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D**
**FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

This instrument obligates **[$XXX]** for **[insert portion of project listed in the Agreement]**.

**[Recipient name]** states that:

(1) the Agreement accurately describe the Project's activities;

(2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;

(3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient's statements above.

_____ By: _____

Date

Signature of Recipient's Authorized Representative

**[insert name]**

Name

**[insert title]**

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

| | |
|---|---|
| _____ | By: _____ |
| Date | Signature of USDOT's Authorized Representative |
| | **[insert name]** |
| | Name |
| | **[insert title]** |
| | Title |

| CITY OF COFFEYVILLE<br>BOARD OF COMMISSIONERS AGENDA ITEM | | |
|---|---|---|
| **MEETING DATE** | August 25, 2026 | |
| **RESOLUTION OR ORDINANCE NUMBER** | R-26-93 | |
| **AGENDA TITLE** | Kansas Water Office Technical Assistance Grant Application – Coffeyville Flood Risk Management Study | |
| **REQUESTING DEPARTMENT** | Administration / Community Development | |
| **PRESENTER** | Ben Brubaker, City Manager<br>Amber Dean, Director of Community Development | |
| **FISCAL INFORMATION** | Cost as recommended: | $500,000 |
| | Budget Line Item: | Fund 180 |
| | Balance Available | |
| | New Appropriation Required: | [x ] Yes [ ] No |
| **PURPOSE** | To authorize submission of a $1,000,000 Technical Assistance Grant application to the Kansas Water Office for the Coffeyville Flood Risk Management Study and commit up to $500,000 in City matching funds. | |

| | |
|---|---|
| **BACKGROUND** | The City of Coffeyville has entered into an agreement with the U.S. Army Corps of Engineers to complete a Flood Risk Management Study for Coffeyville. The study will evaluate flood risks, identify and evaluate potential alternatives, and develop a recommended path forward for improvements to the City's levee system.<br><br>The total estimated study cost is $3,000,000. Under the agreement, USACE will provide 50 percent of the study cost, or approximately $1,500,000, with the City responsible for the remaining $1,500,000.<br><br>The City is applying to the Kansas Water Office for $1,000,000 in Technical Assistance funding to offset a portion of the City's required share. If awarded, the City would provide the remaining $500,000 as its local match.<br><br>Completion of this study is an important step toward identifying the improvements necessary to maintain the long-term accreditation and reliability of Coffeyville's levee system. The levee provides flood protection for a significant portion of the community and protects infrastructure, businesses, property, and economic activity. |
| **SPECIAL NOTES** | |
| **ANALYSIS** | The proposed funding structure would leverage $1,000,000 in state funding and $1,500,000 in federal funding toward the $3,000,000 study.<br><br>Total Project Cost: $3,000,000<br>USACE Federal Share: $1,500,000<br>Kansas Water Office Request: $1,000,000<br>City Match: $500,000<br><br>If awarded, the grant would reduce the City's remaining financial responsibility for the study from $1.5 million to $500,000. |
| **PUBLIC INFORMATION PROCESS** | |
| **BOARD OR COMMISSION RECOMMENDATION** | Authorize staff to submit a $1,000,000 Technical Assistance Grant application to the Kansas Water Office for the Coffeyville Flood Risk Management Study and commit up to $500,000 in City matching funds, contingent upon grant award. |

| | |
|---|---|
| **STAFF RECOMMENDATION** | |
| **REFERENCE DOCUMENTS ATTACHED** | Resolution<br>Project Budget Summary<br>Project Milestone Schedule |

**RESOLUTION NO. R-26-93**

**A RESOLUTION AUTHORIZING THE CITY OF COFFEYVILLE TO APPLY FOR TECHNICAL ASSISTANCE GRANT FUNDING FROM THE KANSAS WATER OFFICE FOR THE COFFEYVILLE FLOOD RISK MANAGEMENT STUDY.**

WHEREAS, the City of Coffeyville intends to submit an application to the Kansas Water Office requesting $1,000,000 in Technical Assistance Grant funding for the Coffeyville Flood Risk Management Study; and

WHEREAS, the City will commit $500,000 in local matching funds toward the project.

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

The City hereby authorizes submission of the grant application and commits $500,000 in local matching funds if awarded.

ADOPTED THIS 25th DAY OF AUGUST 2026.

_____
James R. Falkner, Mayor

ATTEST:

_____
Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

**STATE WATER INFRASTRUCTURE GRANT PROGRAM**
**KANSAS WATER OFFICE**
**PROJECT BUDGET SUMMARY**

**Applicant Name:** City of Coffeyville

**Project Title:** Coffeyville Flood Risk Management Study

| Budget Category | Total Cost | Funds Requested | Match/Other Funds | Funding Source | Status (Committed/Pending) |
|---|---|---|---|---|---|
| *e.g.,* Engineering/Design, Environmental Review, Construction, Equipment, Supplies, Administration, Contingency, etc. | | | | *e.g.,* Local Funds, State Revolving Funds, USDA Loans | |
| Flood Risk Management Study | $ 3,000,000.00 | $ 1,000,000.00 | $ 2,000,000.00 | U.S Army Coprs of Engineers (Federal)/City of Coffeyville (Local) | Committed |
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|---|---|---|---|---|---|
| **Total** | $ 3,000,000.00 | $ 1,000,000.00 | $ 2,000,000.00 | | |

## STATE WATER INFRASTRUCTURE GRANT PROGRAM
## PROJECT MILESTONES

| | |
|---|---|
| **Municipality name or special district name:** | City of Coffeyville |
| **Name of project:** | Coffeyville Flood Risk Management Study |
| **Scope of work:** | Complete a U.S. Army Corps of Engineers flood risk management feasibility study to identify and evaluate alternatives and prepare a decision document that, as appropriate, recommends a coordinated and implementable solution for flood risk management in Coffeyville. Study activities may include project management, plan formulation and evaluation, economic, engineering, real estate and environmental analyses, technical review, and floodplain management planning. |

| Task/Deliverable | Description of task/ Goal achieved by this task | Estimated Start Date | Estimated Finish |
|---|---|---|---|
| *e.g.,* Engineering/Design, Environmental Review, Construction, Testing, etc. | | | |
| **Project Management Plan (PMP)** | USACE and the City develop the PMP establishing the study scope, cost, schedule, tasks, and eligible City in-kind contributions. | 10/1/2026 | 12/1/2026 |
| **Plan Formulation and Alternatives Development** | Identify flood risk management problems, opportunities, objectives, constraints, and potential alternatives for evaluation. | 1/1/2027 | 6/1/2027 |
| **Engineering and Technical Analysis** | Complete engineering and technical analyses needed to evaluate flood risk management alternatives and support feasibility findings. | 4/1/2027 | 12/1/2027 |
| **Economic, Environmental, and Real Estate Analysis** | Evaluate economic feasibility, environmental considerations, and real estate requirements associated with potential alternatives. | 7/1/2027 | 6/1/2028 |
| **Alternative Evaluation and Recommended Plan** | Compare and evaluate alternatives and identify a coordinated and implementable flood risk management solution, if appropriate. | 4/1/2028 | 12/1/2028 |
| **Technical Review / Quality Control** | Complete required Agency Technical Review and other applicable review processes. Independent External Peer Review will be completed if required. | 1/1/2029 | 6/1/2029 |
| **Decision Document** | Prepare and process the study decision document documenting the analysis, findings, and recommended flood risk management solution, as appropriate. | 6/1/2029 | 7/1/2029 |
| **Study Completion and Final Accounting** | Complete the study, resolve relevant claims or appeals, and complete final accounting of Federal and non-Federal study costs. | | |
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| CITY OF COFFEYVILLE<br>BOARD OF COMMISSIONERS AGENDA ITEM | | |
|---|---|---|
| **MEETING DATE** | August 25, 2026 | |
| **RESOLUTION OR ORDINANCE NUMBER** | R-26-94 | |
| **AGENDA TITLE** | Acceptance of KDOT Transportation Alternatives Grant – Sidewalks and Crosswalks Project | |
| **REQUESTING DEPARTMENT** | Public Works Department | |
| **PRESENTER** | Jim Wright, Director of Public Works | |
| **FISCAL INFORMATION** | Cost as recommended: | $213,859 |
| | Budget Line Item: | Fund 520 |
| | Balance Available | |
| | New Appropriation Required: | [x ] Yes [ ] No |
| **PURPOSE** | To accept the $856,000 KDOT Transportation Alternatives grant, approve the estimated $213,859 City match, and authorize the Mayor to sign the award letter and related documents. | |

| | |
|---|---|
| **BACKGROUND** | The City was notified on August 18, 2026, that our Sidewalks and Crosswalks project was selected for $856,000 through KDOT's Transportation Alternatives Program. The grant will cover 80% of the participating project costs, with the City responsible for an estimated $213,859 match.<br><br>The project will construct approximately 6,100 square yards, or about 2.08 miles, of sidewalk along Norwood, Highland, Edgewood, Ohio, and Northfield. It will also include ADA curb ramps, a high-visibility crosswalk at Northfield and Ohio, and a pedestrian refuge island with RRFBs on South Cline.<br><br>KDOT requires the City to submit the signed award letter, Form 1302, and the KDOT information sheet by September 14, 2026. The City must also follow KDOT's Qualifications-Based Selection process to hire the engineering consultant. |
| **SPECIAL NOTES** | The City will be responsible for right-of-way, utility, and non-participating costs, along with any costs over the $856,000 grant award. Engineering and design work cannot begin until KDOT issues a Notice to Proceed. Any work completed before then will not be reimbursed. |
| **ANALYSIS** | This project will fill sidewalk gaps and provide a safer walking route near Community Elementary. The grant will pay 80% of the participating project costs and allow the City to move forward with engineering and design. |
| **PUBLIC INFORMATION PROCESS** | |
| **BOARD OR COMMISSION RECOMMENDATION** | |
| **STAFF RECOMMENDATION** | Accept the KDOT Transportation Alternatives grant, approve the estimated City match, and authorize the Mayor to sign the award letter and related documents. |
| **REFERENCE DOCUMENTS ATTACHED** | KDOT Award Letter<br>Form 1302 –Request for Project<br>Resolution |

**RESOLUTION NO. R-26-94**

**A RESOLUTION ACCEPTING A TRANSPORTATION ALTERNATIVES PROGRAM GRANT FROM THE KANSAS DEPARTMENT OF TRANSPORTATION FOR THE COFFEYVILLE SIDEWALKS AND CROSSWALKS PROJECT, COMMITTING THE REQUIRED LOCAL MATCH, AND AUTHORIZING THE MAYOR TO SIGN THE REQUIRED DOCUMENTS.**

WHEREAS, the Kansas Department of Transportation notified the City of Coffeyville on August 18, 2026, that the Coffeyville Sidewalks and Crosswalks Project was selected to receive $856,000 in federal Transportation Alternatives Program funding; and

WHEREAS, the total participating project cost is estimated at $1,069,294, with the City responsible for a 20% local share estimated at $213,859; and

WHEREAS, the project will construct new sidewalks and ADA improvements and will include a high-visibility crosswalk at Northfield and Ohio and a pedestrian refuge island with Rectangular Rapid Flashing Beacons on South Cline.

ADOPTED THIS 25th DAY OF AUGUST 2026.

_____
James R. Falkner, Mayor

ATTEST:

_____
Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Calvin E. Reed, Secretary
Matthew T. Messina, Chief

Kansas
Department of Transportation
*Bureau of Multimodal Transportation*

Phone: 785-296-3841
Fax: 785-296-8168
kdot#publicinfo@ks.gov
http://www.ksdot.org
Laura Kelly, Governor

August 18, 2026

Amber Dean, Director of Community Development
City of Coffeyville
PO Box 1629
Coffeyville, KS 67337
adean@coffeyville.com

Dear Ms. Dean,

I am pleased to inform you that your project ***Coffeyville: Sidewalks and Crosswalks*** was selected to receive KDOT Transportation Alternatives federal funds in the amount of 856,000* for all participating phases shown in the table below.

*Please note that the TA award is based on 80% of the *estimated* total participating project costs. Additional funds were added to account for contingency, an RRFB, and a raised median. PE and CE were adjusted to represent 15% and 12% respectively of the new estimated construction cost. Adjustments are shown below and should be used when completing the 1302-Request for Project form. The City of Coffeyville will be responsible for a 20% share of the total participating costs, estimated at $213,859.

| **Participating Phase:** | **Total Cost Estimate** |
|---|---|
| **Construction** | $841,964 |
| **Construction Engineering (CE)** – 12% of construction | $101,036 |
| **Preliminary Engineering (PE)** – 15% of construction | $126,295 |
| **Totals:** | $1,069,294 |
| **KDOT TA Award Amount (80%), rounded up:** | **$856,000** |

By accepting this grant, Coffeyville agrees to install the following safety countermeasures:
-Rectangular Rapid Flashing Beacons (RRFBs)
-Parallel path to primary corridor
-Pedestrian refuge island
-High visibility crosswalk markings

Additional program information and project considerations will be discussed at the kick-off meeting that will be scheduled after your consultant is hired.

You are now encouraged to immediately begin work on the following items:

- Request for Project Form 1302

- Unique Entity ID Registration
- KDOT Info Sheet
- Quality Based Selection process to select a consulting firm to design the project

**Important!** If PE/design will be reimbursed at 80% with TA funds, the Quality Based Selection process must be followed. **Do not begin work** on PE/Design until a Notice to Proceed is received. Any design services rendered prior to receiving the Notice to Proceed will not be reimbursable.

Please complete and submit the 1302, KDOT info sheet and this letter, signed by an authorized City official, accepting the award, to Jenny.Kramer@ks.gov **by 9/14/2026**. Once you submit these items, we will program your project, assign a KDOT Project Number, and begin drafting a City/State Agreement which you will later receive for review and signatures. Once City-State Agreements are fully executed, 3-Party design agreements will be drafted.

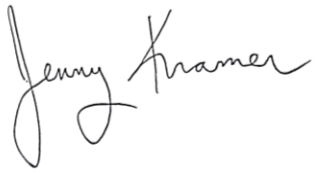
Please remember that you are 100% financially responsible for the following items:

- Right-of-Way
- Utilities
- Non-participating items
- All costs that exceed the maximum federal award

If you have any questions, please feel free to contact me by email at Jenny.Kramer@ks.gov or by phone at 785-296-5186.

We look forward to working with you on this project!

Sincerely,



Jenny Kramer
Active Transportation Manager
KDOT Bureau of Multimodal Transportation
Jenny.Kramer@ks.gov; 785-296-5186

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**Recipient Acceptance:**
I accept the grant award under the terms and conditions outlined above.

Name and Title of Person Authorized to sign agreement:

_____

Signature: _____Date: _____

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF MULTIMODAL TRANSPORTATION

## PROJECT PROGRAMMING REQUEST

| ☑ New Project | ☐ Amend Existing Project | | **Date:** | 8/25/2026 |
|---|---|---|---|---|
| **Program Year:** SFY2027 | **Funding Program:** | **KDOT Transportation Alternatives** | | |
| **KDOT District** | **MPO** | **MPO TIP #, If applicable** | | |
| 4 | | | | |
| **County** | **City** | **Route / Corridor** | **Functional Classification** | |
| Montgomery | Coffeyville | | | |

**Project Sponsor / Lead Agency** (city, county, or agency that is requesting the project and will serve as fiscal agent)

City of Coffeyville

| **Lead Agency Primary Contact** | **Phone** | **E-mail Address** |
|---|---|---|
| Jim Wright, Director of Public Works | 620-252-6152 | jwright@coffeyville.com |

**Project Title** (Brief and descriptive)

CE SIDEWALKS & CROSSWALKS

| **Project Length:** | 2.080 | **miles** | **Desired Letting Date-Mo/Yr (minimum 14-month schedule):** | **August 2028** |
|---|---|---|---|---|
| **Letting Type:** | ☑ KDOT | ☐ LPA | ☐ Force Account | |

**Location/Project Limits** (description needs to be specific, concise and follow **west to east** and **south to north**, e.g. Church Street from 20th to 15th Streets)

Norwood from 4th Street to Fairway Avenue; Highland from Norwood to 8th Street; Edgewood from Northfield to 4th Street; Ohio from 1st Street to Northfield; Northfield from Edgewood to Parkview; and the proposed mid-block crossing on South Cline.

**Scope of Work (**concise sentence that describes project in terms an engineer and lay person would understand, e.g. construct 0.5 miles of 6' sidewalks, high-visibility crossings at four intersections, and install one RRFB)

Construct approximately 6,100 square yards of 4-inch concrete sidewalk, ADA curb ramps, one high-visibility crosswalk, and one mid-block crossing with a pedestrian refuge island and RRFBs.

**Description of Project** (e.g. Project will construct 1 mile of 6' sidewalk along Church Street from 20th to 15th Streets and install a Rectangular Rapid Flashing Beacon at 18th and Church St.)

The project will construct approximately 6,100 square yards of sidewalk along Norwood, South Edgewood, North Edgewood, North Ohio, and Northfield and install a high-visibility crosswalk at Northfield and Ohio and a pedestrian refuge island with RRFBs on Cline.

| **RR within 1/2 mile?** | **RR Company Name** | **No. of Tracks** | **Existing Crossing Protection** |
|---|---|---|---|
| | | | |
| | | | |

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

**Project Cost Estimate**

| | *Participating* | *Non-Participating* | *Total* |
|---|---|---|---|
| PE (Design) | $ 126,295.00 | $ - | $ 126,295.00 |
| Utilities (non-participating) | | $ - | $ - |
| ROW (non-participating) | $ - | $ - | $ - |
| CE (Inspection) | $ 101,036.00 | $ - | $ 101,036.00 |
| Construction Total | $ 841,964.00 | $ - | $ 841,964.00 |
| **Project Totals** | ***$ 1,069,295.00*** | ***$ -*** | **$ 1,069,295.00** |

BE IT RESOLVED: the 20% match on participating phases in the amount of: $213,859

City of Coffeyville

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Title

Appropriate Local Officials

Title

| | | |
|---|---|---|
| **CITY OF COFFEYVILLE**<br>**BOARD OF COMMISSIONERS AGENDA ITEM** | | |
| **MEETING DATE** | 08/25/2026 | |
| **RESOLUTION OR ORDINANCE NUMBER** | R-26-95 | |
| **AGENDA TITLE** | Approve a construction contract with Elements Construction Concepts, Inc for Wastewater Treatment Plant Blower Piping Repair. | |
| **REQUESTING DEPARTMENT** | Public Works | |
| **PRESENTER** | Jim Wright – Executive Director of Public Works | |
| **FISCAL INFORMATION** | **Cost as recommended:** | $156,053.00 |
| | **Budget Line Item:** | 910-5-611-862 |
| | **Balance Available** | N/A |
| | **New Appropriation Required:** | [X] Yes [ ] No |
| **PURPOSE** | To approve a construction contract with Elements Construction Concepts, Inc | |
| **BACKGROUND** | As part of the City of Coffeyville's ongoing commitment to protecting our citizens and the environment, staff at the Waste Water Treatment Plant have discovered the blower piping utilized in the process of treating the city's waste water has begun to fail. An exploratory repair plan was put together and bids were opened on August 12, 2026.<br><br>Two bids were received with Elements Construction Concepts, Inc. coming in with the lowest responsible bid in the amount $156,053.00 | |
| **SPECIAL NOTES** | Our engineers have worked with Elements Construction Concepts, Inc in the past and are recommending approval of the contract. | |
| **ANALYSIS** | | |

| | |
|---|---|
| **PUBLIC INFORMATION PROCESS** | |
| **BOARD OR COMMISSION RECOMMENDATION** | |
| **STAFF RECOMMENDATION** | Staff recommends the approval of a construction contract with Elements Construction Concepts for the Wastewater Treatment Plant Blower Piping Repair. |
| **REFERENCE DOCUMENTS ATTACHED** | Res-WWTP Blower Piping-Elements Construction Concepts.docx; TOB.pdf; Slavens to George (recommendation) 08-17-2026.pdf; 00 51 00 Notice of Award.pdf |

**RESOLUTION NO. R-26-95**

**A RESOLUTION TO APPROVE A CONSTRUCTION CONTRACT WITH ELEMENTS CONSTRUCTION CONCEPTS INC FOR WASTEWATER TREATMENT PLANT BLOWER PIPING REPAIRS.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk are hereby authorized and directed to execute a construction contract with Elements Construction Concepts, Inc. in the amount of $156,053.00.

ADOPTED THIS 25th DAY OF AUGUST 2026.

_____
James R. Falkner, Mayor

ATTEST:

_____
Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

**Branch Offices: Kansas City, Rolla, Springfield, Tulsa, & Bentonville**

**Tabulation of Bids**

**Project:** **Wastewater Treatment Plant Blower Piping Repair**
**Location:** **Coffeyville, Kansas**
**Bid Date:** **Wednesday, August 12, 2026**
**Engineers Estimate:** **$147,250**
**Engineers:** **John Briggs, P.E. or Shelyn Slavens, P.E.**

**Bid Items:**

| Item No. | Description | Unit | Quantity | Elements Construction Concepts, Inc. | | Goins Enterprises, Inc. | |
|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Extended Total | Unit Price | Extended Total |
| 1 | Stainless Steel Blower Piping Repair with Condensate Drain Assembly for SBR & Digester Blower Piping, Complete & In-Place Per Plans & Specifications | LS | 1 | $ 94,917.00 | $ 94,917.00 | $ 352,638.00 | $ 352,638.00 |
| 2 | Removal & Replacement of Reinforced Concrete Gutter, Complete & In-Place Per Plans & Specifications | LS | 1 | $ 21,950.00 | $ 21,950.00 | $ 46,223.00 | $ 46,223.00 |
| 3 | Force Account: Exploratory Vacuum Excavation & Inspection of Existing Pipe for Corrosion, Complete & In-Place Per Plans & Specifications | LS | 1 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 |
| 4 | Bonding, Insurance, Permitting, and Any Work Required for the Completion of the Project Not Listed Elsewhere in the Bid Schedule | LS | 1 | $ 14,186.00 | $ 14,186.00 | $ 30,000.00 | $ 30,000.00 |
| **TOTAL BASE BID AMOUNT** | | | | | **$ 156,053.00** | | **$ 453,861.00** |

This is to certify that at 11:00 am on August 12, 2026 at the City of Coffeyville, KS, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

**By** Shelyn Slavens

John Briggs, P.E. or Shelyn Slavens, P.E.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

August 17, 2026

Mr. Shane George, Director of Wastewater Utility
City of Coffeyville
503 E CR 1400
Coffeyville, KS 67337

Re: Wastewater Treatment Plant Blower Piping Repair

Dear Shane:

The bids submitted August 12, 2026 for the above referenced project have been reviewed and confirmed Elements Construction Concepts, Inc. of Joplin, Missouri as the apparent low bidder. Elements Construction has indicated that they intend to enter into a contract with the City to build the project and they appear to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the base bid construction contract to Elements Construction Concepts, Inc. in the amount of $156,053.00. A tabulation of bids and copy of the proposed Notice of Award have been attached for your review and use. If the City concurs with this recommendation, please fully execute and return to our office one copy of the Notice of Award.

Once the Notice of Award is sent back to our office, we will submit Contact Documents to the Contractor for execution and schedule a project preconstruction conference.

If you have any questions, don't hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Shelyn Slavens

Shelyn Slavens, P.E.

Enclosures

SECTION 00 51 00 – NOTICE OF AWARD

TO: Elements Construction Concepts, Inc.

Mr. Bo Bennett

5820 E. 20th Street

Joplin, MO 64801

PROJECT Description: Wastewater Treatment Plant Blower Piping Repair.

The OWNER has considered the BID submitted by you on Wednesday, August 12, 2026, for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of One Hundred Fifty-Six Thousand, Fifty-Three and 00/100 DOLLARS ($156,053.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of_____, 20____.

OWNER:

CITY OF COFFEYVILLE, KANSAS

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title:_____

this the _____ day of _____, 20_____.

END OF SECTION 00 51 00

| CITY OF COFFEYVILLE<br>BOARD OF COMMISSIONERS AGENDA ITEM | | |
|---|---|---|
| **MEETING DATE** | 08/25/2026 | |
| **RESOLUTION OR ORDINANCE NUMBER** | R-26-96 | |
| **AGENDA TITLE** | Approve a quote for repairs to the Public Service Track Loader | |
| **REQUESTING DEPARTMENT** | Public Works | |
| **PRESENTER** | Jim Wright – Executive Director of Public Works | |
| **FISCAL INFORMATION** | **Cost as recommended:** | $40,000 |
| | **Budget Line Item:** | 500 Public Service |
| | **Balance Available** | $93,444.00 |
| | **New Appropriation Required:** | [X] Yes [ ] No |
| **PURPOSE** | Approve a quote from Foley Equipment for Repairs to the Public Service Track loader. | |
| **BACKGROUND** | The City of Coffeyville track loader (7,942 hours) has served the Public Service Department for decades and needs some repairs.<br>Public Works contacted several repair shops and received two quotes back. After review of the quotes, the Public Service recommendation is to approve a work order to Foley Equipment. | |
| **SPECIAL NOTES** | Significant thought was put into whether we should have the current track loader repaired or acquire a used replacement. While there are options out there for a used track loader at approximately the same cost as the repairs for our current track loader, they all have significantly more hours. | |
| **ANALYSIS** | | |
| **PUBLIC INFORMATION PROCESS** | | |

| | |
|---|---|
| **BOARD OR COMMISSION RECOMMENDATION** | |
| **STAFF RECOMMENDATION** | Staff recommendation is to contract Foley Equipment to complete repairs on the PS Track Loader in the NTE amount of $40,000. |
| **REFERENCE DOCUMENTS ATTACHED** | Res-Foley Equipment- Track Loader Repairs.docx |

**RESOLUTION NO. R-26-96**

**A RESOLUTION TO APPROVE REPAIRS TO THE PUBLIC SERVICE TRACK LOADER BY FOLEY EQUIPMENT IN THE NTE AMOUNT OF $40,000.00**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Public Works Department is hereby authorized to contract with Foley Equipment for repair to the Cat 953 Track loader in Public Service for up to $40,000.00

ADOPTED THIS 25th DAY OF AUGUST 2026.

_____
James R. Falkner, 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** | August 25, 2026 | | |
| **RESOLUTION OR ORDINANCE NUMBER** | R-26-97 | | |
| **AGENDA TITLE** | **CIP-E-016 TRUCK 1236 – 2008 STERLING DIGGER DERRICK REPLACEMENT** | | |
| **REQUESTING DEPARTMENT** | ELECTRIC DISTRIBUTION | | |
| **PRESENTER** | CHRIS WEINER, KURT TAYLOR | | |
| **FISCAL INFORMATION** | Cost as recommended: | *Pre-Tax* | *$363,453* |
| | | *Extended Warranty* | *$29,160* |
| | | *Tax* | *$37,298.24* |
| | | **Total** | **$429,911.24** |
| | Budget Line Item: | 810-5-020-875 | |
| | Balance Available | | |
| | New Appropriation Required: | ☒ Yes ☐ No | |
| | Manufacturer Warranty (details in warranty section) | ☒ Yes ☐ No | |
| | Extended Warranty (details in warranty section) | ☒ Yes ☐ No | |
| **PURPOSE** | To replace Truck #1236 (2008 Sterling Dodge Derrick) | | |
| **BACKGROUND** | Truck #1236 is used daily by the line crews. It is 18 years old and has over 16,000 engine hours on it. As of July 16, 2026, $59,643.83 has been spent on maintenance for this truck. | | |

| | |
|---|---|
| **SPECIAL NOTES** | This truck was budgeted to be replaced in 2023 but was deferred.<br><br>We got a little lucky with this truck being offered to us as it was originally ordered by a different customer who withdrew their order. Thankfully, it meets our needs exactly, and as it is already on the production line, we should receive it at the end of this year (2026) or beginning of next (2027) at the quoted price.<br><br>If we choose to not purchase this truck, and were to order the exact same truck today, we would not receive the truck until 2029 at the earliest and at an increased price of $523,327 ($477,925 as quoted plus sales tax) – a 21.7% increase.<br><br>As you will see from the quotes included, the extended warranty package remained unchanged; therefore, the increase is attributable solely to the truck, body, and derrick equipment pricing.<br><br>Additionally, Truck 1236 needs repairs to the auger as well as some oil and hydraulic leaks. This unit has also been in the shop multiple times for computer and coolant issues. Repairs are difficult to schedule as we do not have a backup for this truck. The truck would be unavailable for crews to use for days or possibly weeks, causing a lag in workflow.<br><br>Staff investigated the option of leasing a truck of the same specs. The monthly payment would be $5,365 x 96 months. After the 96 payments were made, we would then own the truck for a total of $515,040. Altec also quoted the option of leasing for $5,175 per month for 96 months for a total of $496,800 but the truck would be returned to Altec at the end of the lease. |
| **ANALYSIS** | |
| **PUBLIC INFORMATION PROCESS** | |
| **BOARD OR COMMISSION RECOMMENDATION** | |
| **STAFF RECOMMENDATION** | Staff recommend that the Mayor advise the Director of Finance to issue a purchase order to Altec in the amount not to exceed $430,000 for the purchase of a new digger derrick truck. |

| | |
|---|---|
| **REFERENCE DOCUMENTS ATTACHED** | CIP Worksheet<br>Quote from Altec<br>2029 Quote from Altec |
| **WARRANTY INFORMATION** | Includes standard 1 year warranty plus 3 year/36k miles on the chassis. The extended warranty includes 7 more years or 200,000 miles on the chassis, engine, and transmission. |

**RESOLUTION NO. R-26-97**

**A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED $429,911.24 TO PURCHASE A NEW DIGGER DERRICK TRUCK FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, KS, that the Finance Director be and is hereby authorized and directed to issue a purchase order in the not to exceed amount of $429,911.24 to Altec for the purchase of a new digger derrick truck for the City of Coffeyville Electric Utility.

ADOPTED THIS 25th DAY OF AUGUST 2026.

_____
James R. Falkner, Mayor

ATTEST:

_____
Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

# Capital Improvement Project Summary

| | | | |
|---|---|---|---|
| **Department:** | Electric Distribution | **Project ID:** | CIP-E-016 |
| **Project Title:** | **Truck #1236 Replacement (2008 Sterling Digger Derrick)** | **Action Year:** | 2026 |
| **Contact:** | Kurt Taylor | **Project Type:** | Renewal / Replacement |
| **CIP Status:** | Active | **Budget:** | $400,000.00 |
| **Budget Line Item:** | 810-5-020-875 | **Priority:** | Medium |
| **Funding Status:** | No | **Start/End:** | 2026 / 2027 |
| **Estimated Total Cost:** | $405,150.00 | **Actual Cost:** | $0.00 |

**Project Description/Location:**

Truck #1236 - 2008 Sterling Digger Derrick truck used daily by one of the line crews.

**Justification:**

This digger derrick is used daily by one of the two line crews. It is 18 years old and has 11,525 engine hours on it. As of September 2024, $52,292.76 has been spent on maintenance. Was budgeted in 2023 but not awarded; truck cost has risen.

**Photos / Maps / Supporting Notes:**

| Estimated Costs | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 |
|---|---|---|---|---|---|---|---|---|
| Planning, Design, & Engineering | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Construction/Labor | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Equipment | $0 | $0 | $0 | $400,000 | $0 | $0 | $0 | $0 |
| Land Acquisition | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Other | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Yearly Total** | **$0** | **$0** | **$0** | **$400,000** | **$0** | **$0** | **$0** | **$0** |

**Currently Funded? No** **Deferred Since: 2023**

**Lifecycle / Future Planning:**

Fleet assets should be tracked by age, mileage, engine hours, maintenance cost, safety, and operational criticality.

**Funding Note:**

on order from Altec, another utility backed out on order, due to the City by end of 2026, beginning of 2027

| Actual Costs | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 |
|---|---|---|---|---|---|---|---|---|
| Planning, Design, & Engineering | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Construction/Labor | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Land Acquisition | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Yearly Total** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

June 22, 2026
Our 97th Year

**Ship To:**
CITY OF COFFEYVILLE (KS)
102 W 7TH ST
COFFEYVILLE, KS 67337-4902
US

**Bill To:**
CITY OF COFFEYVILLE (KS)
PO BOX 1629
COFFEYVILLE, KS 67337-8029
US

Attn:
Phone: 620-252-6108
Email: information@coffeyville.com

| | | | |
|---|---|---|---|
| **Altec Sales Order:** | 8102198 | **X7 Discrete Job:** | 1067814981 |
| **Altec Quotation Number:** | 1999441 - 1 | **X7 Configured Item:** | 000037013-38402845 |
| **Run Number:** | 1433123 | **Quantity:** | 1 |
| **Account Manager:** | Tim B. Wilcoxson | **X4 Discrete Job:** | 1029903282 |
| **Technical Sales Rep:** | Matthew Patrick Mccullough | **X4 Configured Item:** | 000092501-38402843 |
| **Reference WO:** | - | **System Engineer:** | Bo Thrasher |
| **Customer Inspection:** | Pre-delivery/Customer Validation-In Person | **Structural Engineer:** | Mike Raines |
| **Customer Truck Number:** | | **Line Set Date:** | 12/31/2025 |

| Item | Description | Qty Unit |
|---|---|---|
| 1. | ALTEC Model DH50E Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features: | 1 |
| 2. | Electric-Hydraulic Control System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions | 1 |
| 3. | Rear Mount Over Rear Axle for DH | 1 |
| 4. | 173 - Rear Mount Altec Opti-View Control Seat, installed on curb side of turntable, includes twin multi-function joystick controls and foot throttle. | 1 |
| 5. | Three position throttle integrated into keypad at operator control station. | 1 |
| 6. | No hard wired upper controls and NO TOOL CIRCUIT at boom tip | 1 |
| 7. | Radio Remote Control Layout: CLOCKWISE, push lever to Right rotates boom Clockwise | 1 |
| 8. | Neck Strap for Radio Remote Contols | 1 |
| 9. | Radio Remote Lower Controls (Traditional/Hetronic) | 1 |
| 10. | Audible HOP Indicator | 1 |
| 11. | 8 - Turntable Winch | 1 |

| Item | Description | Qty |
|---|---|---|
| **12.** | 11 - Normal winch speed (15,000 lbs) | 1 |
| **13.** | 94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed | 1 |
| **14.** | 2.50 in Hex Output Shaft With 2.50 in Hex Extension Shaft | 1 |
| **15.** | 88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System | 1 |
| **16.** | Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning. | 1 |
| **17.** | 175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling) | 1 |
| **18.** | Platform Tubes Installed at Boom Tip | 1 |
| **19.** | Standard Pole Guides for 18.00 in Dia Pole Maximum | 1 |
| **20.** | No Derrick Tong Protectors | 1 |
| **21.** | Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive. | 1 |
| **22.** | 134 - Altec RotaFloatTM System. Activating this switch while digging frees the booms to rotate, thus eliminating one of the many functions needed to install screw anchors. Includes alarm and visual indicator | 1 |
| **23.** | Zone Rating System | 1 |
| **24.** | Unit is not rated for platform use or combined platform and material handling use. | 1 |
| **25.** | Electric Over Hydraulic Outrigger Controls | 1 |
| **26.** | 450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units | 1 |
| **27.** | 450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units, includes: | 1 |
| **28.** | Powder coat unit Altec White. | 1 |
| **29.** | Additional Unit Option | 1 |

**Sales Text:** **Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 H, No Switch on the Light (Hella #H71030401) (Altec Preferred)**
**Install on side of boom CS facing boom tip**
**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40**

| Item | Description | Qty |
|---|---|---|
| | **Unit and Hydraulic Acc.** | |
| **30.** | Single, One-Man, Platform, Pin-On, Fiberglass 24x24x39.5 Inches | 1 |
| **31.** | Platform Liner, Derricks, 24 x 24, 50 kV Rating | 1 |
| **32.** | Bullet Teeth Auger Custom Option 1<br><br>**Sales Text: 18-inch x 2.5-inch hex bullet tooth auger**<br>**-Minimum 1/2-inch flighting**<br>**-Reference Harleman Extreme Bullet Tooth Rock Auger**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | 1 |
| **33.** | Winch Rope For Turntable Winch 130 Ft Long x 1.13 Inch Dia | 1 |
| **34.** | Load Line Swivel Hook 8-1/2 In Ton | 1 |
| **35.** | DH Series Derrick Subbase (Rigid) | 1 |
| **36.** | Subbase Blocks | 1 |
| **37.** | Insert Subbase Stop At 10 Ft | 1 |
| **38.** | Subbase Storage with Drop Down Door (Paddle Latch) At Rear Notched for Tool Storage, 7 Inch High | 1 |
| **39.** | 60 Gallon Reservoir, Sight/Temperature Gauge, SAE Fittings<br><br>**Sales Text: Install in cargo area near bulkhead**<br>**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | 1 |
| **40.** | Hydraulic Oil, HVI-22 (Standard) | 75 |
| **41.** | Pump - Right-Hand Rotation 95CC Pressure Compensated (Automatic Transmission) | 1 |
| **42.** | Muncie PTO | 1 |
| **43.** | Hot Shift PTO (for Automatic Transmission) | 1 |
| **44.** | Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions:<br>-Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage. | 1 |
| **45.** | Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable. | 1 |

| Item | Description | Qty |
|---|---|---|
| **46.** | Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use. | 1 |
| **47.** | Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return) | 1 |
| **48.** | 50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Industry Preferred) | 1 |
| **49.** | Hydraulic Pole Puller with Brackets (Tiiger) | 1 |
| | **Sales Text: Install on CS outrigger leg**<br>**-Include Pad PN 970184541**<br>**Last Updated By: Matt McCullough on 22-JUN-2026 16:05** | |
| **50.** | Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally) | 1 |
| | **Sales Text: CS tailshelf, payout to rear**<br>**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | |
| **51.** | Flow Divider, Optional for Variable Tool Control - for installation of tools at tailshelf | 1 |
| **52.** | Unit Installation Components. | 1 |
| | **Body** | |
| **53.** | Altec Body | 1 |
| **54.** | Steel Body | 1 |
| **55.** | Body Is To Be Built In Accordance With The Following Altec Standard Specifications: | 1 |
| **56.** | Smooth Galvanneal Steel Floor | 1 |
| **57.** | Bobtail Service Line With Step (BSLS) | 1 |
| **58.** | Finish Paint Body Altec White | 1 |
| **59.** | Undercoat Body | 1 |
| **60.** | 142" Estimated Body Length (Engineering To Determine Final Length) | 1 |
| **61.** | 94" Body Width | 1 |
| **62.** | 46" Body Compartment Height | 1 |

| Item | Description | Qty |
|---|---|---|
| 63. | 18" Body Compartment Depth | 1 |
| 64. | 2" x 6" Drop-In Composite Retaining Board At Rear Of Body | 1 |
| 65. | 2 x 6 Drop-In Composite Retaining Board At Top Of Side Access | 1 |
| 66. | Gripstrut On Curbside Compartment Tops | 1 |
| 67. | Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings | 7 |
| 68. | Stainless Steel Rotary Paddle Latches With Keyed Locks | 7 |
| 69. | All Locks Keyed Alike Including Accessories (Preferred Option) | 1 |
| 70. | Standard Master Body Locking System | 7 |
| 71. | Gas Prop Rigid Door Holders On All Vertical Doors | 1 |
| 72. | One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel | 1 |
| 73. | No Hotstick Shelf Required | 1 |
| 74. | No Hotstick Door Required | 1 |
| 75. | 1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers | 3 |
| 76. | 2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall | 1 |
| 77. | 2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall | 4 |
| 78. | 2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall | 1 |
| 79. | 3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall | 1 |
| 80. | 3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall | 4 |
| 81. | 3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall | 1 |
| 82. | 1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers | 2 |
| 83. | 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall | 1 |
| 84. | 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall | 4 |
| 85. | 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall | 1 |
| 86. | 2nd Vertical (CS) - Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock) | 1 |

| Item | Description | Qty |
|---|---|---|
| **87.** | 3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall | 2 |
| **88.** | 3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall | 2 |
| **89.** | 3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall | 2 |
| **90.** | 1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers | 2 |
| **91.** | D-Ring Recessed In Body Floor 360 Degree Rotation | 4 |
| | **Sales Text:** **One (1) at each corner of floor**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | |
| **92.** | 34" L Steel Tailshelf, Width To Match Body | 1 |
| **93.** | 3" Fixed Steel Retaining Rail On Sides And Rear Of Tailshelf With Corner Wash-Out | 1 |
| **94.** | Smooth Galvanneal Steel Tailshelf | 1 |
| **95.** | E-Track Installed On Curbside Interior Cargo Wall, Custom Installation (Specify Installation Height) | 1 |
| | **Sales Text:** **18 Inches off floor**<br>**Last Updated By: Aaron C Reeder on 17-DEC-2025 16:24** | |
| **96.** | E-Track Installed On Streetside Interior Cargo Wall, Custom Installation (Specify Installation Height) | 1 |
| | **Sales Text:** **18 Inches off floor**<br>**Last Updated By: Aaron C Reeder on 17-DEC-2025 16:24** | |
| **97.** | D-Ring, For Use With E-Track System | 6 |
| **98.** | Swiveling J-Hook, For Use With E-Track System | 6 |
| | **Body and Chassis Accessories** | |
| **99.** | Set of Safety Chain D-Rings | 1 |
| **100.** | Swivel Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 11-Bolt T-Mount (T-125 Style) | 1 |
| **101.** | Underride Protection | 1 |
| **102.** | Eyebolt for Trailer Breakaway Cable, 3/8 Inch | 1 |
| **103.** | Rubber Belted Step Mounted Beneath Side Access Steps, Steel, 24" Wide (Installed to Extend Approx. 2 inches Outward) | 1 |

| Item | Description | Qty |
|---|---|---|
| **104.** | Compartment Top Access Step from Body Floor | 1 |
| **105.** | Riding Seat Access Step | 1 |
| | **Sales Text: From top of compartment**<br>**Last Updated By: Michael Raines on 22-OCT-2025 10:54** | |
| **106.** | Pole Rack, Two Pole Capacity with Hand Ratchet Tie Binders, Removable at Rear | 1 |
| | **Sales Text: SS**<br>**Last Updated By: Aaron C Reeder on 17-DEC-2025 16:24** | |
| **107.** | Secondary Boom Saddle for Offset Stowing of Derrick Due to Pole Rack | 1 |
| **108.** | Mounting Brackets for Lights, Located on Lower Boom Rest | 1 |
| **109.** | Lower Boom Rest | 1 |
| **110.** | Wood Outrigger Pad, 24 x 24 x 2.5 with Rope Handle (Reforge/Industry Preferred) | 4 |
| **111.** | Outrigger Pad Holder, 25 L x 25 W x 5 H Fits 24.5 x 24.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel | 4 |
| **112.** | Pendulum Retainers For Outrigger Pad Holders | 4 |
| **113.** | Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred) | 1 |
| **114.** | Mud Flaps with Altec Logo (Pair) | 1 |
| **115.** | Fold Over, Post Style Cone Holder (Holds up to four 15 x15 large cones), Outrigger Mount, Street Side | 1 |
| **116.** | 10 LB Fire Extinguisher with Heavy Duty Bracket Shipped Loose (Amerex #B456) | 1 |
| **117.** | Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042 | 1 |
| **118.** | Slope Indicator Assembly (Pair) for Machine with Outrigger | 1 |
| **119.** | Vinyl Manual Pouch for Storage of All Operator and Parts Manuals | 1 |
| | **Electrical Accessories** | |
| **120.** | Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab | 1 |
| **121.** | Lights And Reflectors In Accordance With FMVSS 108 (Complete LED) | 1 |

| Item | Description | Qty |
|---|---|---|
| **122.** | Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) (Permit May Be Required) (Industry/Stock Preferred)<br><br>**Sales Text: One (1) each side of boom stow**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | 2 |
| **123.** | 4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required) | 1 |
| **124.** | Strobe Lights Wired Ignition Hot | 1 |
| **125.** | Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 H, No Switch on the Light (Hella #H71030401) (Industry Preferred)<br><br>**Sales Text: One (1) on boomstow facing cargo area**<br>**-One (1) on rear of pedestal facing rear**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | 2 |
| **126.** | Remote Spot Light, LED, Permanent Mount, With Programmable Wireless Remote (Go-Light #30004ST)<br><br>**Sales Text: Install one (1) each side of chassis cab below A-pillar**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | 2 |
| **127.** | Auxiliary Lighting Wired Ignition Hot | 1 |
| **128.** | Dual Tone Backup Alarm With Outrigger Motion Alarm | 1 |
| **129.** | Altec Standard Multi-Point Grounding System, 2/0 GA Cable or Smaller | 6 |
| **130.** | Grounding Reel Option<br><br>**Sales Text: AB Chance manual grounding reel, Reference Chance p/n C4176086**<br>**-Install at rear of tailshelf CS, payout to rear**<br>**-Tie reel into chassis frame with cable and clamp**<br>**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | 1 |
| **131.** | Grounding Cable, #2/0 GA, Yellow Jacketed (Specify Length In Feet) | 50 |
| **132.** | Grounding Lug, Copper, U-Shaped, Threaded<br><br>**Sales Text: CS front and rear**<br>**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | 2 |
| **133.** | Grounding Clamp, Aluminum C-Clamp Style With Serrated Jaws (Includes Ferrule And Heat Shrink Tubing), #2/0 GA Cable | 2 |
| **134.** | Altec Backup Camera System, 7 Inch Color LCD Monitor, Heated Infrared Camera With Day/Night Sensor And Audio | 1 |

| Item | Description | Qty |
|---|---|---|
| **135.** | 7-Way Trailer Receptacle (Pin Type) | 1 |
| **136.** | Altec Standard Trailer Plug Wiring | 1 |
| **137.** | Trailer Brake Controller, Electric (Kelsey Hayes #81741) | 1 |
| **138.** | Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches | 1 |
| **139.** | Pre-Wire Power Distribution Module (PDM-10), 10 Accessory Circuits, CAN Signals, Installed | 1 |
| **140.** | Install Remote Engine Start/Stop System in Final Assembly | 1 |
| **141.** | Controls Installed At Tailshelf, Outrigger Controls, Includes E-Stop, E-Series | 1 |
| **142.** | Install Outrigger Interlock System In Final Assembly | 1 |
| **143.** | Jump Start Studs | 1 |
| | **Sales Text: Install on front of outrigger on SS rearward of cab**<br>**Last Updated By: Aaron C Reeder on 17-DEC-2025 16:24** | |
| **144.** | Install Altec Telematics Control Unit (TCU) (Verizon), Includes In-Cab Antenna | 1 |
| | **Finishing Details** | |
| **145.** | Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards) | 1 |
| **146.** | Powder Coat Unit Altec White | 1 |
| **147.** | Finish Paint Body Accessories Above Body Floor Altec White | 1 |
| **148.** | Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057 | 1 |
| **149.** | Placard, Engine Block Heater | 1 |
| **150.** | Safety and Instructional Decals English | 1 |
| **151.** | Vehicle Height Placard Installed In Cab DEPS 002 | 1 |
| **152.** | HVI-22 Hydraulic Oil Placard | 1 |
| **153.** | Dielectric Test Unit According to ANSI Requirements | 1 |
| **154.** | Stability Test Unit According to ANSI Requirements | 1 |

| Item | Description | Qty |
|---|---|---|
| **155.** | Focus Factory Build | 1 |
| **156.** | Delivery Of Completed Unit | 1 |
| **157.** | Inbound Freight | 1 |
| **158.** | As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024) | 1 |
| **159.** | Completed Test Forms To Be Included In The Manual Pouch:<br>-Stability Test Form<br>-Dielectric Test Form (For Insulated Units) | 1 |
| **160.** | Pre-delivery/Customer Validation Inspection Required - Onsite | 1 |
| | **Chassis** | |
| **161.** | Altec Supplied Chassis | 1 |
| **162.** | Chassis | 1 |
| **163.** | 2026 Model Year | 1 |
| **164.** | Freightliner M2-106 | 1 |
| **165.** | Dual Rear Wheel | 1 |
| **166.** | Set Back Axle | 1 |
| **167.** | 4x2 | 1 |
| **168.** | Chassis Cab | 1 |
| **169.** | Regular Cab | 1 |
| **170.** | Chassis Color - White | 1 |
| **171.** | Chassis Without Front Frame Extensions | 1 |
| **172.** | Air Horn Under Cab | 1 |
| **173.** | AM/FM Radio | 1 |
| **174.** | Bluetooth | 1 |
| **175.** | Block Heater | 1 |

| Item | Description | Qty |
|---|---|---|
| **176.** | Driver Controlled Locking Differential | 1 |
| **177.** | Cruise Control | 1 |
| **178.** | Power Door Locks | 1 |
| **179.** | Power Windows | 1 |
| **180.** | Tilt Steering Wheel | 1 |
| **181.** | 122 Clear CA (Round To Next Whole Number) | 1 |
| **182.** | GVWR 33,000 LBS | 1 |
| **183.** | 14,600 LBS Front GAWR | 1 |
| **184.** | 21,000 LBS Rear GAWR | 1 |
| **185.** | Spring Suspension | 1 |
| **186.** | Cummins L9 | 1 |
| **187.** | Diesel | 1 |
| **188.** | 330 HP Engine Rating | 1 |
| **189.** | Allison 3000 RDS Automatic Transmission (Left and Right Side PTO Openings Only) | 1 |
| **190.** | 204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab) | 1 |
| **191.** | 23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand) | 1 |
| **192.** | 016-1C2 - Freightliner Vertical Exhaust (Right-Horizontal-Under Cab-Vertical) | 1 |
| **193.** | No CARB Clean Idle Certification Required | 1 |
| **194.** | EPA Clean Idle Certification | 1 |
| **195.** | EPA Emissions | 1 |
| **196.** | No Idle Engine Shut-Down Required | 1 |
| **197.** | 315/80R22.5 Front Tire | 1 |
| **198.** | 11R22.5 Rear Tire | 1 |
| **199.** | Air Brakes | 1 |

| Item | Description | Qty |
|---|---|---|
| **200.** | Park Brake In Rear Wheels | 1 |
| **201.** | Battery Under Cab Left Hand | 1 |
| **202.** | Freightliner Code 556-1AP- Three Piece 14 Inch Painted Steel Bumper with Collapsible Ends | 1 |
| **203.** | Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011) | 1 |
| **204.** | Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027) | 1 |
| **205.** | Freightliner - Radiator (1100 Square Inch) for ISL/L9 or DD8 (266-013) | 1 |
| **206.** | Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010) | 1 |
| **207.** | Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003) | 1 |
| **208.** | Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013) | 1 |
| **209.** | Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002) | 1 |
| **210.** | Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001) | 1 |
| **211.** | Vinyl Split Bench Seat | 1 |
| **212.** | Air Ride Drivers Seat | 1 |
| **213.** | Additional Chassis Option | 1 |

**Sales Text:** **Power and heated mirrors**
**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44**

**Additional Pricing**

| | | |
|---|---|---|
| **214.** | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 |

**Miscellaneous**

| | | |
|---|---|---|
| **215.** | Non-CARB Registered State | 1 |

**Fleet Services**

| | | |
|---|---|---|
| **216.** | Ext Warranty, Labor, Material and Expense, 8 Year Total (7 Year Extended), Category 5 | 1 |
| **217.** | Custom Chassis Extended Warranty | 1 |

| Item | Description | Qty |
|---|---|---|
| | **Sales Text:** 7yr/200,000 Miles<br>**Last Updated By: Matt McCullough on 12-JUN-2026 15:19** | |
| **218.** | Custom Chassis Non-CARB Engine Extended Warranty | 1 |
| | **Sales Text:** 7yr/200,000 Miles<br>**Last Updated By: Matt McCullough on 12-JUN-2026 15:19** | |
| **219.** | Custom Chassis Non-CARB Engine Aftertreatment Extended Warranty | 1 |
| | **Sales Text:** 7yr/200,000 Miles<br>**Last Updated By: Matt McCullough on 12-JUN-2026 15:19** | |
| **220.** | Custom Chassis Transmission Extended Warranty | 1 |
| | **Sales Text:** 7yr/Unlimited Miles<br>**Last Updated By: Matt McCullough on 12-JUN-2026 15:19** | |
| **221.** | Altec Insights for E-Series Derricks: 12-months of access, from date of inservice, to Altec Insights, which provides safety and performance insights for E-Series Derrick models. This content is managed and delivered through your Altec Connect account and includes configurable email and text message notifications. Access is for the first owner, non-transferrable, and non-refundable. Terms and exclusions apply (e.g., Terms and Conditions, and Warranty). | 1 |

| | |
|---|---|
| **Unit / Body / Chassis Total** | **363,453.00** |
| **Additional Total** | **29,160.00** |
| **Total** | **392,613.00** |

**Altec Industries, Inc.**

BY _____

Matthew Patrick Mccullough , Technical Sales Representative

**Unselected Items**

| Item Number | Description |
|---|---|
| 970763960- | 2025 Model Year<br>**Unselected By:Aaron C Reeder on 27-NOV-2024 12:39** |
| 970703349- | Pole Rack Option 1<br>**V-Style Pole Rack installed on SS**<br>**-Ratchet Tie Binders installed low enough to reach from ground**<br>**-D-rings on rear side of ratchet binders installed low enough to reach from ground**<br>**Unselected By:Aaron C Reeder on 17-DEC-2025 16:24** |
| 970769890- | Hydraulic Pole Tamper, 5 Ft Handle, with Valve (Fairmont #H4802-5) (Requires 4-6 GPM, 1000-2000 PSI) |

**From:** Matthew McCullough
**To:** Tim Wilcoxson; Melissa Allen
**Cc:** Kurt Taylor
**Subject:** RE: [External] Re: Quote for Digger Derrick
**Date:** Tuesday, June 23, 2026 7:56:43 AM
**Attachments:** image001.png

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Melissa,

The $29,160 is all extended warranties and Altec Insights. The cost is broken down below.

Altec Insights for E-Series Derricks: 12-Months of access - $850
Chassis Extended Warranty Processing Fee - $100
Ext Warranty, Labor, Material and Expense, 8 Year Total (7 Year Extended), Category 5 - $17,500
Custom Chassis Transmission Extended Warranty – 7 Year/Unlimited miles - $1,175
Custom Chassis Non-CARB Engine Aftertreatment Extended Warranty – 7 Year/200,000 Miles - $1,835
Custom Chassis Extended Warranty - 7 Year/200,000 Miles - $2,810
Custom Chassis Non-CARB Engine Extended Warranty - 7 Year/200,000 Miles - $4,890

Total - $29,160

Thank you,


**Matthew McCullough**
Midwest Tech Sales
2106 S. Riverside Rd.
St. Joseph, MO 64507
cell: (816) 344-3927


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**From:** Tim Wilcoxson <Tim.Wilcoxson@altec.com>
**Sent:** Tuesday, June 23, 2026 7:48 AM
**To:** Melissa Allen <mallen@coffeyville.com>; Matthew McCullough <Matt.McCullough@altec.com>
**Cc:** Kurt Taylor <KTaylor@coffeyville.com>
**Subject:** Re: [External] Re: Quote for Digger Derrick

Melissa,

Price does not include Sales Tax as Kansas tax has to be paid at the DMV.

Standard Altec warranty is 1 year, and the chassis would have its standard warranty as well, which I believe is 3-year 36k.

Matt is going to break out the $29k for you, but it will be the extended warranties for the chassis and the Altec portion.

Thanks,

June 26, 2026
Our 97th Year

**Ship To:**
CITY OF COFFEYVILLE (KS)
102 W 7TH ST
COFFEYVILLE, KS 67337-4902
US

**Bill To:**
CITY OF COFFEYVILLE (KS)
PO BOX 1629
COFFEYVILLE, KS 67337-8029
US

Attn:
Phone: 620-252-6108
Email: information@coffeyville.com

| | | | |
|---|---|---|---|
| **Altec Sales Order:** | | **X7 Discrete Job:** | |
| **Altec Quotation Number:** | | **X7 Configured Item:** | 000037013-38402845 |
| **Run Number:** | | **Quantity:** | 1 |
| **Account Manager:** | Tim B. Wilcoxson | **X4 Discrete Job:** | 1029903282 |
| **Technical Sales Rep:** | Matthew Patrick Mccullough | **X4 Configured Item:** | 000092501-38402843 |
| **Reference WO:** | - | **System Engineer:** | Bo Thrasher |
| **Customer Inspection:** | Pre-delivery/Customer Validation-In Person | **Structural Engineer:** | Mike Raines |
| **Customer Truck Number:** | | **Line Set Date:** | 12/31/2029 |

| Item | Description | Qty |
|---|---|---|
| | **Unit** | |
| **1.** | ALTEC Model DH50E Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features: | 1 |
| **2.** | Electric-Hydraulic Control System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions | 1 |
| **3.** | Rear Mount Over Rear Axle for DH | 1 |
| **4.** | 173 - Rear Mount Altec Opti-View Control Seat, installed on curb side of turntable, includes twin multi-function joystick controls and foot throttle. | 1 |
| **5.** | Three position throttle integrated into keypad at operator control station. | 1 |
| **6.** | No hard wired upper controls and NO TOOL CIRCUIT at boom tip | 1 |
| **7.** | Radio Remote Control Layout: CLOCKWISE, push lever to Right rotates boom Clockwise | 1 |
| **8.** | Neck Strap for Radio Remote Contols | 1 |
| **9.** | Radio Remote Lower Controls (Traditional/Hetronic) | 1 |
| **10.** | Audible HOP Indicator | 1 |

| Item | Description | Qty |
|---|---|---|
| 11. | 8 - Turntable Winch | 1 |
| 12. | 11 - Normal winch speed (15,000 lbs) | 1 |
| 13. | 94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed | 1 |
| 14. | 2.50 in Hex Output Shaft With 2.50 in Hex Extension Shaft | 1 |
| 15. | 88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System | 1 |
| 16. | Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning. | 1 |
| 17. | 175 - ANSI use criteria, Digger Derrick use only (no Personnel Handling) | 1 |
| 18. | Platform Tubes Installed at Boom Tip | 1 |
| 19. | Standard Pole Guides for 18.00 in Dia Pole Maximum | 1 |
| 20. | No Derrick Tong Protectors | 1 |
| 21. | Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive. | 1 |
| 22. | 134 - Altec RotaFloatTM System. Activating this switch while digging frees the booms to rotate, thus eliminating one of the many functions needed to install screw anchors. Includes alarm and visual indicator | 1 |
| 23. | Zone Rating System | 1 |
| 24. | Unit is not rated for platform use or combined platform and material handling use. | 1 |
| 25. | Electric Over Hydraulic Outrigger Controls | 1 |
| 26. | 450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units | 1 |
| 27. | 450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units, includes: | 1 |
| 28. | Powder coat unit Altec White. | 1 |
| 29. | Additional Unit Option | 1 |

**Sales Text: Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 H, No Switch on the Light (Hella #H71030401) (Altec Preferred)**
**Install on side of boom CS facing boom tip**

| Item | Description | Qty |
|---|---|---|
| | **Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | |
| | **Unit and Hydraulic Acc.** | |
| **30.** | Single, One-Man, Platform, Pin-On, Fiberglass 24x24x39.5 Inches | 1 |
| **31.** | Platform Liner, Derricks, 24 x 24, 50 kV Rating | 1 |
| **32.** | Bullet Teeth Auger Custom Option 1 | 1 |
| | **Sales Text: 18-inch x 2.5-inch hex bullet tooth auger**<br>**-Minimum 1/2-inch flighting**<br>**-Reference Harleman Extreme Bullet Tooth Rock Auger**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | |
| **33.** | Winch Rope For Turntable Winch 130 Ft Long x 1.13 Inch Dia | 1 |
| **34.** | Load Line Swivel Hook 8-1/2 In Ton | 1 |
| **35.** | DH Series Derrick Subbase (Rigid) | 1 |
| **36.** | Subbase Blocks | 1 |
| **37.** | Insert Subbase Stop At 10 Ft | 1 |
| **38.** | Subbase Storage with Drop Down Door (Paddle Latch) At Rear Notched for Tool Storage, 7 Inch High | 1 |
| **39.** | 60 Gallon Reservoir, Sight/Temperature Gauge, SAE Fittings | 1 |
| | **Sales Text: Install in cargo area near bulkhead**<br>**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | |
| **40.** | Hydraulic Oil, HVI-22 (Standard) | 75 |
| **41.** | Pump - Right-Hand Rotation 95CC Pressure Compensated (Automatic Transmission) | 1 |
| **42.** | Muncie PTO | 1 |
| **43.** | Hot Shift PTO (for Automatic Transmission) | 1 |
| **44.** | Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions:<br>-Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage. | 1 |
| **45.** | Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable. | 1 |

| Item | Description | Qty |
|---|---|---|
| **46.** | Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use. | 1 |
| **47.** | Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return) | 1 |
| **48.** | 50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Industry Preferred) | 1 |
| **49.** | Hydraulic Pole Puller with Brackets (Tiiger) | 1 |
| | **Sales Text: Install on CS outrigger leg**<br>**-Include Pad PN 970184541**<br>**Last Updated By: Matt McCullough on 22-JUN-2026 16:05** | |
| **50.** | Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally) | 1 |
| | **Sales Text: CS tailshelf, payout to rear**<br>**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | |
| **51.** | Flow Divider, Optional for Variable Tool Control - for installation of tools at tailshelf | 1 |
| **52.** | Unit Installation Components. | 1 |
| | **Body** | |
| **53.** | Altec Body | 1 |
| **54.** | Steel Body | 1 |
| **55.** | Body Is To Be Built In Accordance With The Following Altec Standard Specifications: | 1 |
| **56.** | Smooth Galvanneal Steel Floor | 1 |
| **57.** | Bobtail Service Line With Step (BSLS) | 1 |
| **58.** | Finish Paint Body Altec White | 1 |
| **59.** | Undercoat Body | 1 |
| **60.** | 142" Estimated Body Length (Engineering To Determine Final Length) | 1 |
| **61.** | 94" Body Width | 1 |
| **62.** | 46" Body Compartment Height | 1 |

| Item | Description | Qty |
|---|---|---|
| **63.** | 18" Body Compartment Depth | 1 |
| **64.** | 2" x 6" Drop-In Composite Retaining Board At Rear Of Body | 1 |
| **65.** | 2 x 6 Drop-In Composite Retaining Board At Top Of Side Access | 1 |
| **66.** | Gripstrut On Curbside Compartment Tops | 1 |
| **67.** | Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings | 7 |
| **68.** | Stainless Steel Rotary Paddle Latches With Keyed Locks | 7 |
| **69.** | All Locks Keyed Alike Including Accessories (Preferred Option) | 1 |
| **70.** | Standard Master Body Locking System | 7 |
| **71.** | Gas Prop Rigid Door Holders On All Vertical Doors | 1 |
| **72.** | One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel | 1 |
| **73.** | No Hotstick Shelf Required | 1 |
| **74.** | No Hotstick Door Required | 1 |
| **75.** | 1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers | 3 |
| **76.** | 2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall | 1 |
| **77.** | 2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall | 4 |
| **78.** | 2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall | 1 |
| **79.** | 3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall | 1 |
| **80.** | 3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall | 4 |
| **81.** | 3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall | 1 |
| **82.** | 1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4" Inch Centers | 2 |
| **83.** | 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall | 1 |
| **84.** | 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall | 4 |
| **85.** | 1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall | 1 |

| Item | Description | Qty |
|---|---|---|
| **86.** | 2nd Vertical (CS) - Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock) | 1 |
| **87.** | 3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall | 2 |
| **88.** | 3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall | 2 |
| **89.** | 3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall | 2 |
| **90.** | 1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers | 2 |
| **91.** | D-Ring Recessed In Body Floor 360 Degree Rotation | 4 |
| | **Sales Text:** **One (1) at each corner of floor**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | |
| **92.** | 34" L Steel Tailshelf, Width To Match Body | 1 |
| **93.** | 3" Fixed Steel Retaining Rail On Sides And Rear Of Tailshelf With Corner Wash-Out | 1 |
| **94.** | Smooth Galvanneal Steel Tailshelf | 1 |
| **95.** | E-Track Installed On Curbside Interior Cargo Wall, Custom Installation (Specify Installation Height) | 1 |
| | **Sales Text:** **18 Inches off floor**<br>**Last Updated By: Aaron C Reeder on 17-DEC-2025 16:24** | |
| **96.** | E-Track Installed On Streetside Interior Cargo Wall, Custom Installation (Specify Installation Height) | 1 |
| | **Sales Text:** **18 Inches off floor**<br>**Last Updated By: Aaron C Reeder on 17-DEC-2025 16:24** | |
| **97.** | D-Ring, For Use With E-Track System | 6 |
| **98.** | Swiveling J-Hook, For Use With E-Track System | 6 |
| | **Body and Chassis Accessories** | |
| **99.** | Set of Safety Chain D-Rings | 1 |
| **100.** | Swivel Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 11-Bolt T-Mount (T-125 Style) | 1 |
| **101.** | Underride Protection | 1 |
| **102.** | Eyebolt for Trailer Breakaway Cable, 3/8 Inch | 1 |

| Item | Description | Qty |
|---|---|---|
| **103.** | Rubber Belted Step Mounted Beneath Side Access Steps, Steel, 24" Wide (Installed to Extend Approx. 2 inches Outward) | 1 |
| **104.** | Compartment Top Access Step from Body Floor | 1 |
| **105.** | Riding Seat Access Step | 1 |
| | **Sales Text: From top of compartment**<br>**Last Updated By: Michael Raines on 22-OCT-2025 10:54** | |
| **106.** | Pole Rack, Two Pole Capacity with Hand Ratchet Tie Binders, Removable at Rear | 1 |
| | **Sales Text: SS**<br>**Last Updated By: Aaron C Reeder on 17-DEC-2025 16:24** | |
| **107.** | Secondary Boom Saddle for Offset Stowing of Derrick Due to Pole Rack | 1 |
| **108.** | Mounting Brackets for Lights, Located on Lower Boom Rest | 1 |
| **109.** | Lower Boom Rest | 1 |
| **110.** | Wood Outrigger Pad, 24 x 24 x 2.5 with Rope Handle (Reforge/Industry Preferred) | 4 |
| **111.** | Outrigger Pad Holder, 25 L x 25 W x 5 H Fits 24.5 x 24.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel | 4 |
| **112.** | Pendulum Retainers For Outrigger Pad Holders | 4 |
| **113.** | Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred) | 1 |
| **114.** | Mud Flaps with Altec Logo (Pair) | 1 |
| **115.** | Fold Over, Post Style Cone Holder (Holds up to four 15 x15 large cones), Outrigger Mount, Street Side | 1 |
| **116.** | 10 LB Fire Extinguisher with Heavy Duty Bracket Shipped Loose (Amerex #B456) | 1 |
| **117.** | Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042 | 1 |
| **118.** | Slope Indicator Assembly (Pair) for Machine with Outrigger | 1 |
| **119.** | Vinyl Manual Pouch for Storage of All Operator and Parts Manuals | 1 |
| | **Electrical Accessories** | |
| **120.** | Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab | 1 |
| **121.** | Lights And Reflectors In Accordance With FMVSS 108 (Complete LED) | 1 |

| Item | Description | Qty |
|---|---|---|
| **122.** | Strobe Beacon Amber LED with Brush Guard (Standard) (Tecniq #K10-AAAD-1) (Permit May Be Required) (Industry/Stock Preferred)<br><br>**Sales Text: One (1) each side of boom stow**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | 2 |
| **123.** | 4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required) | 1 |
| **124.** | Strobe Lights Wired Ignition Hot | 1 |
| **125.** | Flood Light, LED, With Aluminum Housing, 4.25 W x 4.25 H, No Switch on the Light (Hella #H71030401) (Industry Preferred)<br><br>**Sales Text: One (1) on boomstow facing cargo area**<br>**-One (1) on rear of pedestal facing rear**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | 2 |
| **126.** | Remote Spot Light, LED, Permanent Mount, With Programmable Wireless Remote (Go-Light #30004ST)<br><br>**Sales Text: Install one (1) each side of chassis cab below A-pillar**<br>**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44** | 2 |
| **127.** | Auxiliary Lighting Wired Ignition Hot | 1 |
| **128.** | Dual Tone Backup Alarm With Outrigger Motion Alarm | 1 |
| **129.** | Altec Standard Multi-Point Grounding System, 2/0 GA Cable or Smaller | 6 |
| **130.** | Grounding Reel Option<br><br>**Sales Text: AB Chance manual grounding reel, Reference Chance p/n C4176086**<br>**-Install at rear of tailshelf CS, payout to rear**<br>**-Tie reel into chassis frame with cable and clamp**<br>**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | 1 |
| **131.** | Grounding Cable, #2/0 GA, Yellow Jacketed (Specify Length In Feet) | 50 |
| **132.** | Grounding Lug, Copper, U-Shaped, Threaded<br><br>**Sales Text: CS front and rear**<br>**Last Updated By: Cody Shortt Hr Auto-Ended on 18-JUL-2025 16:40** | 2 |
| **133.** | Grounding Clamp, Aluminum C-Clamp Style With Serrated Jaws (Includes Ferrule And Heat Shrink Tubing), #2/0 GA Cable | 2 |
| **134.** | Altec Backup Camera System, 7 Inch Color LCD Monitor, Heated Infrared Camera With | 1 |

| Item | Description | Qty |
|---|---|---|
| | Day/Night Sensor And Audio | |
| **135.** | 7-Way Trailer Receptacle (Pin Type) | 1 |
| **136.** | Altec Standard Trailer Plug Wiring | 1 |
| **137.** | Trailer Brake Controller, Electric (Kelsey Hayes #81741) | 1 |
| **138.** | Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches | 1 |
| **139.** | Pre-Wire Power Distribution Module (PDM-10), 10 Accessory Circuits, CAN Signals, Installed | 1 |
| **140.** | Install Remote Engine Start/Stop System in Final Assembly | 1 |
| **141.** | Controls Installed At Tailshelf, Outrigger Controls, Includes E-Stop, E-Series | 1 |
| **142.** | Install Outrigger Interlock System In Final Assembly | 1 |
| **143.** | Jump Start Studs | 1 |
| | **Sales Text: Install on front of outrigger on SS rearward of cab**<br>**Last Updated By: Aaron C Reeder on 17-DEC-2025 16:24** | |
| **144.** | Install Altec Telematics Control Unit (TCU) (Verizon), Includes In-Cab Antenna | 1 |
| | **Finishing Details** | |
| **145.** | Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards) | 1 |
| **146.** | Powder Coat Unit Altec White | 1 |
| **147.** | Finish Paint Body Accessories Above Body Floor Altec White | 1 |
| **148.** | Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057 | 1 |
| **149.** | Placard, Engine Block Heater | 1 |
| **150.** | Safety and Instructional Decals English | 1 |
| **151.** | Vehicle Height Placard Installed In Cab DEPS 002 | 1 |
| **152.** | HVI-22 Hydraulic Oil Placard | 1 |
| **153.** | Dielectric Test Unit According to ANSI Requirements | 1 |

| Item | Description | Qty |
|---|---|---|
| **154.** | Stability Test Unit According to ANSI Requirements | 1 |
| **155.** | Focus Factory Build | 1 |
| **156.** | Delivery Of Completed Unit | 1 |
| **157.** | Inbound Freight | 1 |
| **158.** | As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024) | 1 |
| **159.** | Completed Test Forms To Be Included In The Manual Pouch:<br>-Stability Test Form<br>-Dielectric Test Form (For Insulated Units) | 1 |
| **160.** | Pre-delivery/Customer Validation Inspection Required - Onsite | 1 |
| | **Chassis** | |
| **161.** | Altec Supplied Chassis | 1 |
| **162.** | Chassis | 1 |
| **163.** | 2026 Model Year | 1 |
| **164.** | Freightliner M2-106 | 1 |
| **165.** | Dual Rear Wheel | 1 |
| **166.** | Set Back Axle | 1 |
| **167.** | 4x2 | 1 |
| **168.** | Chassis Cab | 1 |
| **169.** | Regular Cab | 1 |
| **170.** | Chassis Color - White | 1 |
| **171.** | Chassis Without Front Frame Extensions | 1 |
| **172.** | Air Horn Under Cab | 1 |
| **173.** | AM/FM Radio | 1 |
| **174.** | Bluetooth | 1 |
| **175.** | Block Heater | 1 |

| Item | Description | Qty |
|---|---|---|
| **176.** | Driver Controlled Locking Differential | 1 |
| **177.** | Cruise Control | 1 |
| **178.** | Power Door Locks | 1 |
| **179.** | Power Windows | 1 |
| **180.** | Tilt Steering Wheel | 1 |
| **181.** | 122 Clear CA (Round To Next Whole Number) | 1 |
| **182.** | GVWR 33,000 LBS | 1 |
| **183.** | 14,600 LBS Front GAWR | 1 |
| **184.** | 21,000 LBS Rear GAWR | 1 |
| **185.** | Spring Suspension | 1 |
| **186.** | Cummins L9 | 1 |
| **187.** | Diesel | 1 |
| **188.** | 330 HP Engine Rating | 1 |
| **189.** | Allison 3000 RDS Automatic Transmission (Left and Right Side PTO Openings Only) | 1 |
| **190.** | 204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab) | 1 |
| **191.** | 23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand) | 1 |
| **192.** | 016-1C2 - Freightliner Vertical Exhaust (Right-Horizontal-Under Cab-Vertical) | 1 |
| **193.** | No CARB Clean Idle Certification Required | 1 |
| **194.** | EPA Clean Idle Certification | 1 |
| **195.** | EPA Emissions | 1 |
| **196.** | No Idle Engine Shut-Down Required | 1 |
| **197.** | 315/80R22.5 Front Tire | 1 |
| **198.** | 11R22.5 Rear Tire | 1 |

| Item | Description | Qty |
|---|---|---|
| **199.** | Air Brakes | 1 |
| **200.** | Park Brake In Rear Wheels | 1 |
| **201.** | Battery Under Cab Left Hand | 1 |
| **202.** | Freightliner Code 556-1AP- Three Piece 14 Inch Painted Steel Bumper with Collapsible Ends | 1 |
| **203.** | Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011) | 1 |
| **204.** | Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027) | 1 |
| **205.** | Freightliner - Radiator (1100 Square Inch) for ISL/L9 or DD8 (266-013) | 1 |
| **206.** | Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010) | 1 |
| **207.** | Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003) | 1 |
| **208.** | Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013) | 1 |
| **209.** | Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002) | 1 |
| **210.** | Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001) | 1 |
| **211.** | Vinyl Split Bench Seat | 1 |
| **212.** | Air Ride Drivers Seat | 1 |
| **213.** | Additional Chassis Option | 1 |

**Sales Text:** **Power and heated mirrors**
**Last Updated By: Aaron C Reeder on 22-MAY-2024 15:44**

**Additional Pricing**

| | | |
|---|---|---|
| **214.** | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 |

**Miscellaneous**

| | | |
|---|---|---|
| **215.** | Non-CARB Registered State | 1 |

**Fleet Services**

| | | |
|---|---|---|
| **216.** | Ext Warranty, Labor, Material and Expense, 8 Year Total (7 Year Extended), Category 5 | 1 |

| Item | Description | Qty |
|---|---|---|
| **217.** | Custom Chassis Extended Warranty | 1 |
| | **Sales Text:** 7yr/200,000 Miles<br>**Last Updated By: Matt McCullough on 12-JUN-2026 15:19** | |
| **218.** | Custom Chassis Non-CARB Engine Extended Warranty | 1 |
| | **Sales Text:** 7yr/200,000 Miles<br>**Last Updated By: Matt McCullough on 12-JUN-2026 15:19** | |
| **219.** | Custom Chassis Non-CARB Engine Aftertreatment Extended Warranty | 1 |
| | **Sales Text:** 7yr/200,000 Miles<br>**Last Updated By: Matt McCullough on 12-JUN-2026 15:19** | |
| **220.** | Custom Chassis Transmission Extended Warranty | 1 |
| | **Sales Text:** 7yr/Unlimited Miles<br>**Last Updated By: Matt McCullough on 12-JUN-2026 15:19** | |
| **221.** | Altec Insights for E-Series Derricks: 12-months of access, from date of inservice, to Altec Insights, which provides safety and performance insights for E-Series Derrick models. This content is managed and delivered through your Altec Connect account and includes configurable email and text message notifications. Access is for the first owner, non-transferrable, and non-refundable. Terms and exclusions apply (e.g., Terms and Conditions, and Warranty). | 1 |

| | |
|---|---|
| **Unit / Body / Chassis Total** | **448,765.00** |
| **Additional Total (Extended Warranty)** | **29,160.00** |
| **Total** | **477,925.00** |

**Altec Industries, Inc.**

BY _____

Matthew Patrick Mccullough , Technical Sales Representative

**Unselected Items**

| Item Number | Description |
|---|---|
| 970763960- | 2025 Model Year |
| | **Unselected By:Aaron C Reeder on 27-NOV-2024 12:39** |
| 970703349- | Pole Rack Option 1<br>**V-Style Pole Rack installed on SS**<br>**-Ratchet Tie Binders installed low enough to reach from ground** |

**-D-rings on rear side of ratchet binders installed low enough to reach from ground**
**Unselected By:Aaron C Reeder on 17-DEC-2025 16:24**

970769890- Hydraulic Pole Tamper, 5 Ft Handle, with Valve (Fairmont #H4802-5) (Requires 4-6 GPM, 1000-2000 PSI)

**Unselected By:Aaron C Reeder on 17-DEC-2025 16:24**

970771207- Outrigger Control Guards, Surface Mount

**Unselected By:Aaron C Reeder on 17-DEC-2025 16:24**

970821867- Ext Warranty, TLME, 5 Year Total (4 Year Extended), Category 5

**Unselected By:Matt McCullough on 12-JUN-2026 15:19**

970698172- Hydraulic Pole Puller Option 1
**Tiiger pull puller pad**
**Unselected By:Matt McCullough on 22-JUN-2026 16:05**

970823172- Lifetime Access, E-Series Derricks (Single Connected)

**Unselected By:Matt McCullough on 22-JUN-2026 16:05**

970138068- Ext Warranty Travel Only (Day 91-365)

**Unselected By:Matt McCullough on 22-JUN-2026 16:05**

**New Selected Items**

| Item Number | Description |
|---|---|
| 970824578- | 2026 Model Year |

**Created By:Aaron C Reeder on 27-NOV-2024 12:39**

970509703- E-Track Installed On Curbside Interior Cargo Wall, Custom Installation (Specify Installation Height)
**18 Inches off floor**
**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970829555- Freightliner Code 556-1AP- Three Piece 14 Inch Painted Steel Bumper with Collapsible Ends

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970771454- Pole Rack Two Pole Capacity with Hand Ratchet Tie Binders (Removable at Rear) (Industry Preferred)
**SS**
**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970770049- Platform Liner, Derricks, 24 x 24, 50 kV Rating

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970770040- Single, One-ManPlatform, Pin-OnFiberglass, 24x24x39.5 Inches

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970811370- Not Rated for Combined Use

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970707645- Platform Tubes Installed at Boom Tip

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970178337- Gripstrut On Curbside Compartment Tops (For Walking Surfaces)

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970509704- E-Track Installed On Streetside Interior Cargo Wall, Custom Installation (Specify Installation Height)
**18 Inches off floor**

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970757083- D-Ring, For Use With E-Track System

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970757084- Swiveling J-Hook, For Use With E-Track System

**Created By:Aaron C Reeder on 17-DEC-2025 16:24**

970821877- Ext Warranty, LME, 8 Year Total (7 Year Extended), Category 5

**Created By:Matt McCullough on 12-JUN-2026 15:19**

970705338- Custom Chassis Transmission Extended Warranty
**7yr/Unlimited Miles**

**Created By:Matt McCullough on 12-JUN-2026 15:19**

970823020- Custom Chassis Non-CARB Engine Extended Warranty
**7yr/200,000 Miles**

**Created By:Matt McCullough on 12-JUN-2026 15:19**

970705336- Custom Chassis Extended Warranty
**7yr/200,000 Miles**

**Created By:Matt McCullough on 12-JUN-2026 15:19**

970823104- Custom Chassis Non-CARB Engine Aftertreatment Extended Warranty
**7yr/200,000 Miles**

**Created By:Matt McCullough on 12-JUN-2026 15:19**

| Item | Amount |
|---|---|
| Payroll | $482,163.97 |
| Payments Issued | $9,191,613.53 |
| | |
| Total | $9,673,777.50 |

| Fund List | |
|---|---|
| Fund Code | Fund Name |
| 010 | General |
| 020 | Library |
| 060 | Fire Insurance |
| 070 | Municipal Court Bond |
| 090 | Bond & Interest |
| 110 | Local Alcohol Liquor |
| 130 | Industrial Fund |
| 140 | Youth Activity & Development |
| 180 | Economic Development |
| 190 | Community Development |
| 210 | Sales Tax |
| 230 | Asset Forfeitures |
| 250 | Police VIN |
| 260 | Meter Deposits |
| 290 | Perpetual Care |
| 340 | Airport Special Project - Grants |
| 350 | Risk Management |
| 360 | Airport |
| 370 | Hillcrest Golf Course |
| 380 | Hillcrest Golf Course Depr./Replacement Reserve |
| 420 | Miscellaneous Projects |
| 440 | Law Enforcement Projects |
| 450 | Aquatic Center |
| 460 | Aquatic Center Depr./Replacement Reserve |
| 500 | Capital Equipment |
| 510 | 911 Emergency Telephone System |
| 520 | Capital Improvement Reserve |
| 530 | ½ Cent Sales Tax IRB Debt Service |
| 550 | USD #445 |
| 560 | CRMC |
| 570 | CID |
| 620 | Housing/Economic Development |
| 630 | Parks/Community Development |
| 640 | Downtown/Economic Development |
| 650 | Business Development & Training Center |
| 660 | Business Development & Training Center Reserve |
| 670 | Veterans Memorial Stadium |

| | |
|---|---|
| 680 | Veterans Memorial Stadium Depr/Replacement Reserve |
| 700 | Refuse |
| 710 | Refuse Depreciation/Replacement Reserve |
| 720 | Internet Utility |
| 730 | Internet Depreciation/Replacement Reserve |
| 760 | Stormwater Utility |
| 770 | Stormwater Depreciation/Replacement Reserve |
| 800 | Electric |
| 810 | Electric Depreciation/Replacement Reserve |
| 820 | Electric Debt Service |
| 830 | Electric Bond Reserve |
| 840 | Electric Debt Service Reserve |
| 890 | Electric Surplus |
| 900 | Water & Wastewater |
| 910 | Water & Wastewater Depreciation/Replacement Reserve |
| 920 | Water & Wastewater Debt Service |
| 930 | Bond Reserve Account |
| 970 | Bond Reserve Account |

**Payment Dates: 08/08/26 - 08/21/26**

| Sum of GL Amount | Check Issue Week | | |
|---|---|---|---|
| **Vendor** | **8/14/2026** | **8/21/2026** | **Grand Total** |
| **ADT SECURITY SERVICES** | | **$60.71** | **$60.71** |
| **Hillcrest Golf Course** | | **$60.71** | **$60.71** |
| SECURITY SYSTEM MONTHLY | | $60.71 | $60.71 |
| **AMAZON CAPITAL SERVICES INC.** | | **$3,264.36** | **$3,264.36** |
| **General** | | **$1,537.94** | **$1,537.94** |
| ACO CLEANING SUPPLIES CE OFC | | $131.44 | $131.44 |
| PAPER CLIPS & BLANK KEY CARDS | | $84.93 | $84.93 |
| MISC STATIONARY | | $44.85 | $44.85 |
| AMAZON BUSINESS ANNUAL FEE | | $779.00 | $779.00 |
| CABLE FOR GEN2 SWITCH INSTALL | | $9.89 | $9.89 |
| DRIVE-THRU TUBE | | $97.90 | $97.90 |
| WELLNESS CHALLENGE PRIZES | | $383.14 | $383.14 |
| LABELS | | $6.79 | $6.79 |
| **Water & Wastewater** | | **$102.80** | **$102.80** |
| GATORADE ORANGE | | $45.33 | $45.33 |
| GATORADE FRUIT PUNCH | | $57.47 | $57.47 |
| **Capital Reserves** | | **$375.92** | **$375.92** |
| 8- 50FT HDMI CORDS DFR PROJ | | $375.92 | $375.92 |
| **Parks/Community Development** | | **$303.69** | **$303.69** |
| DOOR HANDLE PUSH PLATES | | $24.69 | $24.69 |
| URINAL - WATER FREE LECLERE RR | | $279.00 | $279.00 |
| **Electric** | | **$895.02** | **$895.02** |
| STING RELIEF X 1BOX | | $2.39 | $2.39 |
| ALL SPORT DRINK MIX | | $73.45 | $73.45 |
| KENWOOD RADIO PACK | | $819.18 | $819.18 |
| **Airport** | | **$48.99** | **$48.99** |
| PRINTER PAPER | | $48.99 | $48.99 |
| **ANIMAL CLINIC OF SE KANSAS** | | **$1,958.54** | **$1,958.54** |
| **General** | | **$611.54** | **$611.54** |
| VETERINARY SERVICES | | $611.54 | $611.54 |
| **Parks/Community Development** | | **$1,347.00** | **$1,347.00** |
| VETERINARY SERVICES | | $1,347.00 | $1,347.00 |
| **ASPLUNDH TREE EXPERT COMPANY** | **$13,852.80** | | **$13,852.80** |
| **Electric** | **$13,852.80** | | **$13,852.80** |
| TREE TRIMMING THRU 7/25 | $6,926.40 | | $6,926.40 |
| TREE TRIMMING THRU 8/1 | $6,926.40 | | $6,926.40 |
| **AT&T MOBILITY** | **$815.98** | | **$815.98** |
| **General** | **$742.28** | | **$742.28** |
| AIR CARDS/MIFI | $742.28 | | $742.28 |
| **911 Emergency Telephone System** | **$73.70** | | **$73.70** |
| PEPLINK 911 LINES | $73.70 | | $73.70 |
| **ATMOS ENERGY** | **$41,404.90** | **$109.07** | **$41,513.97** |
| **General** | | **$109.07** | **$109.07** |
| AUG 26 GAS-EMERGENCY SERVICES | | $109.07 | $109.07 |
| **Electric** | **$41,404.90** | | **$41,404.90** |
| PP METERS EAST & WEST | $9,126.43 | | $9,126.43 |
| NEW GEN METERS A & B | $32,278.47 | | $32,278.47 |
| **AUTO ZONE INC.** | **$335.53** | | **$335.53** |

| | | | |
|---|---|---|---|
| **General** | **$335.53** | | **$335.53** |
| ALTERNATOR | $144.71 | | $144.71 |
| DEF | $29.97 | | $29.97 |
| BRAKE CLEANER | $71.76 | | $71.76 |
| THROTTLE POSITION SENSOR | $89.09 | | $89.09 |
| **AVIDXCHANGE** | | **$959.00** | **$959.00** |
| **General** | | **$959.00** | **$959.00** |
| AVID MONTHLY INVOICE-JULY 26 | | $959.00 | $959.00 |
| **BARTLETT COOP ASSOCIATION** | | **$443.83** | **$443.83** |
| **General** | | **$443.83** | **$443.83** |
| DYED DIESEL 103 GALLONS | | $443.83 | $443.83 |
| **BG CONSULTANTS INC.** | | **$2,345.00** | **$2,345.00** |
| **Economic Development Fund** | | **$2,345.00** | **$2,345.00** |
| BG PAY APP 3- FAIRGRD STADIU | | $2,345.00 | $2,345.00 |
| **BRENNTAG SOUTHWEST INC.** | | **$1,585.83** | **$1,585.83** |
| **Water & Wastewater** | | **$546.33** | **$546.33** |
| AMMONIUM SULFATE | | $546.33 | $546.33 |
| **Aquatic Center** | | **$1,039.50** | **$1,039.50** |
| SODIUM HYPOCHLORITE | | $1,039.50 | $1,039.50 |
| **CARTER AUTOMOTIVE WAREHOUSE** | | **$360.94** | **$360.94** |
| **General** | | **$345.34** | **$345.34** |
| OIL FILTER | | $76.26 | $76.26 |
| 5W30 OIL | | $7.70 | $7.70 |
| RADIATOR CAP - AIR COMPRESSOR | | $7.50 | $7.50 |
| FILTERS - OIL-FUEL AIR-COOLANT | | $156.58 | $156.58 |
| LED WARNING LIGHTS | | $97.30 | $97.30 |
| **Water & Wastewater** | | **$15.60** | **$15.60** |
| OIL FILTER | | $15.60 | $15.60 |
| **COFFEYVILLE REGIONAL MEDICAL CENTER INC.** | **$103,306.67** | **$543.24** | **$103,849.91** |
| **General** | **$153.74** | **$543.24** | **$696.98** |
| INMATE ER-WARMBRODT 26-824 | $153.74 | | $153.74 |
| INMATE ER 25-1305 RICHARDSON | | $170.38 | $170.38 |
| INMATE ER SVC 25-1610 25-1613 | | $78.93 | $78.93 |
| INMATE ER 26-296 WILSON | | $40.48 | $40.48 |
| INMATE ER-RYAN 26-315 | | $38.45 | $38.45 |
| MEDICAL TESTING | | $70.00 | $70.00 |
| EMPLOYEE DRUG SCREEN | | $145.00 | $145.00 |
| **CRMC** | **$103,152.93** | | **$103,152.93** |
| 8/26 SALES TAX DISTRIBUTION | $103,152.93 | | $103,152.93 |
| **DE LAGE LANDEN PUBLIC FINANCE LLC** | | **$2,240.00** | **$2,240.00** |
| **Hillcrest Golf Course** | | **$2,240.00** | **$2,240.00** |
| PAYMENT #38-GOLF CART LEASE | | $2,240.00 | $2,240.00 |
| **DIGITAL CONNECTIONS INC.** | **$454.04** | | **$454.04** |
| **General** | **$347.69** | | **$347.69** |
| MAINT AGREEMENT RICOH DISPATCH | $102.75 | | $102.75 |
| MAINT AGREEMENT LANIER RECORDS | $33.74 | | $33.74 |
| MAINT AGREEMENT LANIER DET | $211.20 | | $211.20 |
| **Electric** | **$106.35** | | **$106.35** |
| PP MAINT AGRMNT & COPIES | $72.95 | | $72.95 |
| ED MAINT AGRMNT & COPIES | $33.40 | | $33.40 |
| **DOLLAR TIRE STORE** | **$580.00** | | **$580.00** |
| **General** | **$580.00** | | **$580.00** |

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|---|---|---|---|
| TIRE DISPOSAL | $20.00 | | $20.00 |
| 295/75R22.5 16PLY TIRE | $560.00 | | $560.00 |
| **EXPRESS SERVICES INC** | | **$1,617.60** | **$1,617.60** |
| **General** | | **$1,617.60** | **$1,617.60** |
| SEASONAL LABOR FOR PARKS | | $1,617.60 | $1,617.60 |
| **FLEET FUELS** | | **$1,934.48** | **$1,934.48** |
| **Water & Wastewater** | | **$830.21** | **$830.21** |
| DYED DIESEL 197 GALLONS | | $830.21 | $830.21 |
| **Hillcrest Golf Course** | | **$1,104.27** | **$1,104.27** |
| UNLEADED GAS 286.2 GAL | | $989.27 | $989.27 |
| FUEL HOSE | | $115.00 | $115.00 |
| **FOUR STATE MAINTENANCE SUPPLY INC.** | | **$321.81** | **$321.81** |
| **General** | | **$116.72** | **$116.72** |
| DUSTER | | $10.69 | $10.69 |
| STATION-PAPER TOWELS ETC | | $106.03 | $106.03 |
| **Water & Wastewater** | | **$116.63** | **$116.63** |
| FLOOR DRY | | $32.22 | $32.22 |
| PAPER TOWEL DISPENSER | | $52.25 | $52.25 |
| N95 MASKS RESPIRATORS | | $32.16 | $32.16 |
| **Airport** | | **$88.46** | **$88.46** |
| STYROFOAM CUPS | | $88.46 | $88.46 |
| **GRAND RIVER DAM AUTHORITY** | | **$3,145,409.23** | **$3,145,409.23** |
| **Electric** | | **$3,145,409.23** | **$3,145,409.23** |
| WIRE FEE | | $30.00 | $30.00 |
| 7/26 POWER PURCHASE-CRNF/MSSR | | $2,403,062.31 | $2,403,062.31 |
| 7/26 PCA X 120 RECOVERY-MSSR | | $32,195.53 | $32,195.53 |
| 7/26 PCA CARRY COST-MESSER | | $5,231.78 | $5,231.78 |
| 7/26 PCA X 120 RECOVERY-CRNF | | $38,676.09 | $38,676.09 |
| 7/26 PCA CARRY COST-CRNF | | $6,284.86 | $6,284.86 |
| 7/26 POWER PURCHASE-CITY | | $863,001.78 | $863,001.78 |
| 7/26 PCA X 120 RECOVERY-CITY | | $22,706.16 | $22,706.16 |
| 7/26 PCA X CARRY COST-CITY | | $3,689.75 | $3,689.75 |
| 7/26 GRDA GENERATION CREDIT | | -$229,469.03 | -$229,469.03 |
| **HAWKINS INC.** | | **$11,889.76** | **$11,889.76** |
| **General** | | **$385.00** | **$385.00** |
| COPPER SULFATE FOR FOUNTAINS | | $385.00 | $385.00 |
| **Water & Wastewater** | | **$11,309.76** | **$11,309.76** |
| POLYMER | | $11,309.76 | $11,309.76 |
| **Aquatic Center** | | **$195.00** | **$195.00** |
| SULFURIC ACID | | $195.00 | $195.00 |
| **HUBER & ASSOCIATES INC.** | | **$12,500.00** | **$12,500.00** |
| **General** | | **$12,500.00** | **$12,500.00** |
| HUBER MANAGED SVCS - MONTHLY | | $12,500.00 | $12,500.00 |
| **IBT INC.** | | **$670.13** | **$670.13** |
| **General** | | **$58.59** | **$58.59** |
| HIGH PRESSURE HOSE AND SWIVEL | | $58.59 | $58.59 |
| **Electric** | | **$611.54** | **$611.54** |
| BAND SAW | | $374.62 | $374.62 |
| HARD HAT LAMP X 7 | | $236.92 | $236.92 |
| **JON'S TIRE & WHEEL LLC** | | **$17.52** | **$17.52** |
| **Electric** | | **$17.52** | **$17.52** |
| TIRE REPAIR | | $17.52 | $17.52 |

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|---|---|---|---|
| **KANSAS DEPARTMENT OF REVENUE** | | **$86,238.77** | **$86,238.77** |
| **Hillcrest Golf Course** | | **$2,042.89** | **$2,042.89** |
| 7/26 HILLCREST SALES TAX | | $2,042.89 | $2,042.89 |
| **Aquatic Center** | | **$1,405.15** | **$1,405.15** |
| 7/26 BIG HILL SPLASH SALES TAX | | $1,405.15 | $1,405.15 |
| **Airport** | | **$3,357.43** | **$3,357.43** |
| 7/26 AIRPORT SALES TAX | | $3,357.43 | $3,357.43 |
| **Sales Tax** | | **$79,433.30** | **$79,433.30** |
| 7/26 STATE TAX | | $48,659.29 | $48,659.29 |
| 7/26 CITY TAX | | $30,774.01 | $30,774.01 |
| **MONTGOMERY COUNTY CHRONICLE** | **$187.00** | | **$187.00** |
| **General** | **$187.00** | | **$187.00** |
| NOTICE OF BOND SALE 7-30-26 | $187.00 | | $187.00 |
| **MURPHY TRACTOR & EQUIPMENT CO. INC.** | **$664.66** | | **$664.66** |
| **Electric** | **$664.66** | | **$664.66** |
| SKID STEER PARTS | $664.66 | | $664.66 |
| **O'REILLY AUTOMOTIVE INC.** | **$223.41** | **$67.76** | **$291.17** |
| **General** | | **$67.76** | **$67.76** |
| DEF | | $24.80 | $24.80 |
| 10W40 HIGH MILEAGE OIL | | $32.97 | $32.97 |
| WL10090 OIL FILTER | | $9.99 | $9.99 |
| **Water & Wastewater** | **$15.94** | | **$15.94** |
| HYDRAULIC COUPLING | $15.94 | | $15.94 |
| **Electric** | **$207.47** | | **$207.47** |
| TRANSMISSION FLUID | $87.58 | | $87.58 |
| AIR FILTER | $119.89 | | $119.89 |
| **PACE ANALYTICAL SERVICES LLC** | | **$877.50** | **$877.50** |
| **Water & Wastewater** | | **$877.50** | **$877.50** |
| 60499078 WEEKLY TESTING | | $241.90 | $241.90 |
| 60499077 BARTLETT MONTHLY | | $325.80 | $325.80 |
| 60498694 WEEKLY TESTING | | $309.80 | $309.80 |
| **QUALITY MOTORS OF INDEPENDENCE** | **$171.49** | | **$171.49** |
| **General** | **$171.49** | | **$171.49** |
| RAD SEAL ASSY & HOSE CLAMP | $171.49 | | $171.49 |
| **SOUTHWEST POWER POOL INC.** | **$910,060.82** | | **$910,060.82** |
| **Electric** | **$910,060.82** | | **$910,060.82** |
| WIRE FEE | $30.00 | | $30.00 |
| 7/26 TRANSMISSION SVC-CRNF | $569,770.08 | | $569,770.08 |
| 7/26 TRANSMISSION SVC-CITY | $340,260.74 | | $340,260.74 |
| **STEPHENS VENDING CORPORATION/IMPERIAL** | **$410.78** | **$603.44** | **$1,014.22** |
| **Hillcrest Golf Course** | **$410.78** | **$603.44** | **$1,014.22** |
| STRAWS-CHIPS-SODA-CANDY BARS | $198.78 | | $198.78 |
| DT PEPSI & LIDS | $212.00 | | $212.00 |
| GATORADE-CHIPS-PEPSI-CANDY | | $446.00 | $446.00 |
| CHIPS | | $14.25 | $14.25 |
| SODA-CANDY BARS-CHIPS-TEA | | $143.19 | $143.19 |
| **THOMPSON BROTHERS SUPPLIES INC.** | | **$3,332.61** | **$3,332.61** |
| **General** | | **$42.50** | **$42.50** |
| CYLINDER RENTAL | | $42.50 | $42.50 |
| **Electric** | | **$3,290.11** | **$3,290.11** |
| CYLINDER RENTAL | | $1,241.73 | $1,241.73 |
| SERVICE CHARGE | | $9.46 | $9.46 |

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|---|---|---|
| COMPRESSED HYDROGEN & NITRO | $281.00 | $281.00 |
| COMPRESSED NITROGEN | $102.06 | $102.06 |
| COMPRESSED HYDROGEN | $919.44 | $919.44 |
| ELECTRODE X 10 | $87.60 | $87.60 |
| FR JEAN X 2 - B WHITSON | $208.84 | $208.84 |
| FR SHIRT & JEANS - T CLEMENTS | $439.98 | $439.98 |
| **TITLEIST** | **$672.59** | **$672.59** |
| **Hillcrest Golf Course** | **$672.59** | **$672.59** |
| GOLF BALLS | $685.67 | $685.67 |
| PROMPT PAY DISCOUNT 8/28/26 | -$13.08 | -$13.08 |
| **TOOL SUPPLY INC.** | **$347.48** | **$347.48** |
| **General** | **$45.90** | **$45.90** |
| 24MM COMBO WRENCH | $45.90 | $45.90 |
| **Water & Wastewater** | **$21.66** | **$21.66** |
| CUT OFF WHEELS | $21.66 | $21.66 |
| **Stormwater Utility** | **$155.01** | **$155.01** |
| PIPE WRENCH & CLEANER | $155.01 | $155.01 |
| **Electric** | **$124.91** | **$124.91** |
| DRILL BIT | $49.23 | $49.23 |
| DRILL BIT & SOCKET | $75.68 | $75.68 |
| **TRI-STATE ELECTRIC SUPPLY COMPANY INC.** | **$4,443.17** | **$4,443.17** |
| **General** | **$3,101.52** | **$3,101.52** |
| CONTACTORS AND 450W LED LAMPS | $3,101.52 | $3,101.52 |
| **Aquatic Center** | **$66.00** | **$66.00** |
| SOFFIT LIGHT LED LAMPS | $66.00 | $66.00 |
| **Electric** | **$630.15** | **$630.15** |
| WIRE - EXNER BALL FIELD | $516.39 | $516.39 |
| SENSOR | $113.76 | $113.76 |
| **Airport** | **$645.50** | **$645.50** |
| CONDUIT-WIRE-FITTINGS | $645.50 | $645.50 |
| **TYLER TECHNOLOGIES INC.** | **$570.08** | **$570.08** |
| **General** | **$570.08** | **$570.08** |
| UTILITY BILLING ONLINE PMTS | $300.08 | $300.08 |
| EMV CARD READER SERVICE FEE | $270.00 | $270.00 |
| **WESTLAKE ACE HARDWARE** | **$915.40** | **$915.40** |
| **General** | **$360.04** | **$360.04** |
| ABRASIVE SANDCLOTH | $2.99 | $2.99 |
| DUP KEY - COMET BLDG | $2.99 | $2.99 |
| PAINTERS TAPE & TRAY LINERS | $51.94 | $51.94 |
| PAINTERS TAPE | $41.99 | $41.99 |
| PAINT ROLLER | $7.59 | $7.59 |
| KEYS-POOL/SHELF FOR ICE MACH | $44.97 | $44.97 |
| EXPANDING FOAM SEALANT | $60.13 | $60.13 |
| PROPANE 20LB | $64.99 | $64.99 |
| RETURNS 21508182 AND 21508191 | -$40.92 | -$40.92 |
| SUPPLIES FOR IT | $11.58 | $11.58 |
| PVC ELBOWS AND COUPLING | $15.56 | $15.56 |
| PVC FITTINGS AND ADAPTERS | $63.51 | $63.51 |
| PAINT ROLLERS | $22.77 | $22.77 |
| PAINT TRAY LINERS | $9.95 | $9.95 |
| **Water & Wastewater** | **$38.15** | **$38.15** |
| BATTERIES D | $13.99 | $13.99 |

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|---|---|---|---|
| INSECT REPELLANT SPRAY | | $7.59 | $7.59 |
| HOSE ADAPTER AND FITTINGS | | $16.57 | $16.57 |
| **Hillcrest Golf Course** | | **$126.97** | **$126.97** |
| MOLE POISON | | $43.56 | $43.56 |
| BRASS FITTINGS | | $12.58 | $12.58 |
| MARKING PAINT RED | | $10.99 | $10.99 |
| RAGS | | $16.99 | $16.99 |
| BRASS AND PVC FITTINGS | | $42.85 | $42.85 |
| **Stormwater Utility** | | **$25.98** | **$25.98** |
| CAUTION TAPE | | $25.98 | $25.98 |
| **Aquatic Center** | | **$7.31** | **$7.31** |
| PVC PIPE AND FITTINGS | | $7.31 | $7.31 |
| **Downtown/Economic Development** | | **$27.95** | **$27.95** |
| PLASTIC BUCKETS FOR WATERING | | $27.95 | $27.95 |
| **Electric** | | **$316.42** | **$316.42** |
| SCREWS | | $13.78 | $13.78 |
| FASTENERS | | $1.75 | $1.75 |
| TERMINAL SET & SWITCH | | $19.25 | $19.25 |
| PVC CEMENT | | $17.41 | $17.41 |
| HOSES & THREAD SEAL TAPE | | $80.82 | $80.82 |
| FUSE PULLER & FASTENERS | | $68.95 | $68.95 |
| CAPACITOR | | $43.78 | $43.78 |
| FILTER-TOOLS-WAND | | $57.55 | $57.55 |
| SOLDER & FLUX | | $13.13 | $13.13 |
| **Airport** | | **$12.58** | **$12.58** |
| PVC PLUG AND TEE HVAC REPAIR | | $12.58 | $12.58 |
| **MONTGOMERY COUNTY TREASURER** | **$146.00** | **$149.76** | **$295.76** |
| **General** | **$146.00** | | **$146.00** |
| TAG TITLE REGISTRATION | $146.00 | | $146.00 |
| **Transportation Sales Tax Fund** | | **$149.76** | **$149.76** |
| 2023 TAXES - 109 N EXNER | | $79.15 | $79.15 |
| 2024 TAXES - 109 N EXNER | | $70.61 | $70.61 |
| **SEK READY MIX INC.** | | **$500.00** | **$500.00** |
| **Water & Wastewater** | | **$500.00** | **$500.00** |
| CONCRETE 4TH & CLINE | | $500.00 | $500.00 |
| **SOUTHWESTERN POWER ADMINISTRATION** | | **$20,704.26** | **$20,704.26** |
| **Electric** | | **$20,704.26** | **$20,704.26** |
| 7/26 ENERGY PURCHASE | | $20,704.26 | $20,704.26 |
| **GRAINGER** | **$103.75** | | **$103.75** |
| **General** | **$103.75** | | **$103.75** |
| VACUUM BREAKER REPAIR KIT | $3.31 | | $3.31 |
| VAC REPAIR-GASKETS-BRASS SPUDS | $100.44 | | $100.44 |
| **HUNTER GLENN** | | **$2,340.00** | **$2,340.00** |
| **General** | | **$2,340.00** | **$2,340.00** |
| LAND BANK LOT MOWING | | $2,340.00 | $2,340.00 |
| **JOSH MECOM** | **$55.23** | | **$55.23** |
| **General** | **$55.23** | | **$55.23** |
| MEALS-LIVE FIRE INSTRUCTOR | $55.23 | | $55.23 |
| **KEY EQUIPMENT & SUPPLY** | | **$104.60** | **$104.60** |
| **Stormwater Utility** | | **$104.60** | **$104.60** |
| COOLANT TEMP SENSOR | | $104.60 | $104.60 |
| **PEREGRINE CORPORATION** | | **$403.91** | **$403.91** |

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| **General** | | **$403.91** | **$403.91** |
| ENVELOPES | | $403.91 | $403.91 |
| **VERMEER GREAT PLAINS INC.** | **$378.00** | | **$378.00** |
| **Electric** | **$378.00** | | **$378.00** |
| SERVICE FOR HYDRO VAC | $378.00 | | $378.00 |
| **HILLCREST GOLF COURSE CREDIT CARD FEES** | **$195.95** | **$15.62** | **$211.57** |
| **Hillcrest Golf Course** | **$195.95** | **$15.62** | **$211.57** |
| 08.05.26 SERVICE FEES | $23.62 | | $23.62 |
| 08.06.26 SERVICE FEES | $29.55 | | $29.55 |
| 08.07.26 SERVICE FEES | $22.11 | | $22.11 |
| 08.08.26 SERVICE FEES | $49.29 | | $49.29 |
| 08.09.26 SERVICE FEES | $39.11 | | $39.11 |
| 08.10.26 SERVICE FEES | $7.59 | | $7.59 |
| 08.11.26 SERVICE FEES | $24.68 | | $24.68 |
| 08.12.26 SERVICE FEES | | $15.62 | $15.62 |
| **POSTALOCITY BY BROADSTROKE INC.** | | **$5,423.23** | **$5,423.23** |
| **General** | | **$5,423.23** | **$5,423.23** |
| UTILITY STATEMENT MAILING | | $5,423.23 | $5,423.23 |
| **GRUNDY'S AUTOMOTIVE** | | **$2,725.15** | **$2,725.15** |
| **General** | | **$2,725.15** | **$2,725.15** |
| REPLACE PWR STEERING RACK ASSY | | $300.00 | $300.00 |
| POWER STEERING RACK ASSEMBLY | | $2,425.15 | $2,425.15 |
| **GALLS LLC** | | **$164.20** | **$164.20** |
| **General** | | **$164.20** | **$164.20** |
| OC SPRAY | | $93.12 | $93.12 |
| PULL OVER SHIRT - EXTRA | | $71.08 | $71.08 |
| **RANDY HOLLAR LLC** | | **$11,889.75** | **$11,889.75** |
| **General** | | **$11,889.75** | **$11,889.75** |
| LORI-WTR RATE CONVERS ONSITE | | $11,889.75 | $11,889.75 |
| **SMC ELECTRIC SUPPLY** | | **$77.61** | **$77.61** |
| **General** | | **$77.61** | **$77.61** |
| FIBER CABLE FOR SWITCHES | | $77.61 | $77.61 |
| **VEOLIA WTS USA INC.** | | **$778.61** | **$778.61** |
| **Electric** | | **$778.61** | **$778.61** |
| LAB SUPPLIES | | $778.61 | $778.61 |
| **SERVICE OFFICE & SUPPLY INC.** | **$160.97** | | **$160.97** |
| **Electric** | **$160.97** | | **$160.97** |
| COPY PAPER X 1 CS | $160.97 | | $160.97 |
| **WASTE CONNECTIONS OF OK INC** | | **$44,888.85** | **$44,888.85** |
| **General** | | **$2,067.60** | **$2,067.60** |
| PS BARN-1106 RIVER RD | | $52.00 | $52.00 |
| CITY HALL-102 W 7TH ST | | $140.00 | $140.00 |
| PD-1206 W 11TH ST | | $35.00 | $35.00 |
| FD-1206 W 11TH ST | | $35.00 | $35.00 |
| LIBRARY-311 W 10TH | | $35.00 | $35.00 |
| BROWN MANSION-2109 S WALNUT | | $35.00 | $35.00 |
| ANIMAL SHELTER-4955 CR 1400 | | $52.00 | $52.00 |
| FAIRVIEW-2602 WOODLAND AVE | | $70.00 | $70.00 |
| SYCAMORE PARK-2398 W 1ST ST | | $12.50 | $12.50 |
| NORTH PARK-600 W 1ST ST | | $12.50 | $12.50 |
| HARMON PARK-905 E 3RD ST | | $12.50 | $12.50 |
| LECLERE PARK-1716 WOODLAND AVE | | $62.50 | $62.50 |

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|---|---|---|---|
| PFISTER PARK-1901 N BUCKEYE ST | | $100.00 | $100.00 |
| WALTER JOHNSON-501 PARK ST | | $767.10 | $767.10 |
| RIVERCREST RV-600 WOOD ST | | $125.00 | $125.00 |
| WOODS RV-701 HARGIS DR | | $150.00 | $150.00 |
| RON STEVENSON-601 PARK AVE | | $21.50 | $21.50 |
| SHOOTING RANGE-1398 S WALNUT | | $12.50 | $12.50 |
| OAKCREST LODGE-2001 N BUCKEYE | | $12.50 | $12.50 |
| ROOSEVELT TR-2901 N BUCKEYE | | $12.50 | $12.50 |
| DOWNTOWN BUSINESS DISTRICT | | $300.00 | $300.00 |
| WALK PATH-898 HALL ST | | $12.50 | $12.50 |
| **Water & Wastewater** | | **$140.00** | **$140.00** |
| WTP-1702 N RIVER | | $70.00 | $70.00 |
| WWTP-4955 CR 1400 | | $70.00 | $70.00 |
| **Hillcrest Golf Course** | | **$104.00** | **$104.00** |
| HILLCREST-1509 N CLINE | | $104.00 | $104.00 |
| **Internet Utility** | | **$35.00** | **$35.00** |
| FIBER-652 S SYCAMORE | | $35.00 | $35.00 |
| **Refuse** | | **$42,052.25** | **$42,052.25** |
| RESIDENTIAL TRASH SERVICE | | $41,752.25 | $41,752.25 |
| RESI CONNECT-506 W 6TH ST | | $75.00 | $75.00 |
| RESI CONNECT-609 W 2ND ST | | $75.00 | $75.00 |
| RESI CONNECT-113 W GRACE BLVD | | $75.00 | $75.00 |
| RESI CONNECT-1217 W 9TH ST | | $75.00 | $75.00 |
| **Aquatic Center** | | **$140.00** | **$140.00** |
| POOL-1906 N BUCKEYE | | $140.00 | $140.00 |
| **Electric** | | **$315.00** | **$315.00** |
| GENERATION-605 SANTA FE | | $140.00 | $140.00 |
| DISTRIBUTION-616 SPRING ST | | $140.00 | $140.00 |
| NEW GEN-2601 N 5TH | | $35.00 | $35.00 |
| **Airport** | | **$35.00** | **$35.00** |
| AIRPORT-2608 N 2ND INDUSTRIAL | | $35.00 | $35.00 |
| **CJ'S THREADS LLC** | **$660.93** | | **$660.93** |
| **General** | **$400.00** | | **$400.00** |
| DISPATCH SHIRTS | $400.00 | | $400.00 |
| **Electric** | **$260.93** | | **$260.93** |
| BLACK LOGO TSHIRT X 10 | $147.82 | | $147.82 |
| GRAY LOGO TSHIRT X 10 | $113.11 | | $113.11 |
| **MONTGOMERY COUNTY REGISTER OF DEEDS** | **$110.00** | | **$110.00** |
| **General** | **$110.00** | | **$110.00** |
| RECORD QC DEED X 3 - GIBSON | $80.00 | | $80.00 |
| 1904 S WALNUT DEED | $21.00 | | $21.00 |
| COPY FOR DEED | $2.00 | | $2.00 |
| COPY OF ORIGINAL DEED | $7.00 | | $7.00 |
| **SHERWIN WILLIAMS COMPANY** | | **$933.48** | **$933.48** |
| **General** | | **$933.48** | **$933.48** |
| PAINT FOR CROSSWALKS | | $933.48 | $933.48 |
| **STEVENS TROPHIES & CUSTOM EMBROIDERY** | | **$580.00** | **$580.00** |
| **Hillcrest Golf Course** | | **$405.00** | **$405.00** |
| EMPLOYEE POLO SHIRTS | | $105.00 | $105.00 |
| CAN KOOZIES | | $300.00 | $300.00 |
| **Airport** | | **$175.00** | **$175.00** |
| EMPLOYEE SHIRTS - P REARDON | | $175.00 | $175.00 |

| | | | |
|---|---|---|---|
| **BORDER STATES INDUSTRIES INC** | **$432.21** | | **$432.21** |
| **Electric** | **$432.21** | | **$432.21** |
| 2-HOLE LUG | $432.21 | | $432.21 |
| **CORE & MAIN LP** | **$8,218.03** | **$35.45** | **$8,253.48** |
| **Water & Wastewater** | **$8,218.03** | **$35.45** | **$8,253.48** |
| 3IN FIRE HYDRANT METERS | $7,594.75 | | $7,594.75 |
| 12IN PVC SEWER PIPE | $623.28 | | $623.28 |
| FIRE HYDRANT METER COUPLINGS | | $35.45 | $35.45 |
| **DUNCAN & ALLEN** | | **$4,508.00** | **$4,508.00** |
| **Electric** | | **$4,508.00** | **$4,508.00** |
| 2/26 LEGAL SERVICES - CRNF | | $230.00 | $230.00 |
| 3/26 LEGAL SERVICES - CRNF | | $4,278.00 | $4,278.00 |
| **HARRELL'S LLC** | | **$3,555.81** | **$3,555.81** |
| **Hillcrest Golf Course** | | **$3,555.81** | **$3,555.81** |
| FUNGICIDE AND GREENS CHEMICALS | | $3,555.81 | $3,555.81 |
| **MADRON ENTERPRISES LLC** | | **$2,000.00** | **$2,000.00** |
| **Housing/Economic Development** | | **$2,000.00** | **$2,000.00** |
| MADRON - 501 NEW STREET | | $2,000.00 | $2,000.00 |
| **PITNEY BOWES BANK INC** | | **$147.99** | **$147.99** |
| **General** | | **$147.99** | **$147.99** |
| PITNEY BOWES | | $147.99 | $147.99 |
| **VERIZON WIRELESS** | | **$2,421.78** | **$2,421.78** |
| **General** | | **$1,321.01** | **$1,321.01** |
| CODE ENFORCEMENT | | $46.56 | $46.56 |
| DARIN DAILY | | $41.56 | $41.56 |
| KWIN BROMLEY | | $41.56 | $41.56 |
| MARK BOZIK | | $46.56 | $46.56 |
| RAYMOND HEINZ | | $107.49 | $107.49 |
| CITY ADMINISTRATOR | | $41.56 | $41.56 |
| LANE FARROW | | $41.56 | $41.56 |
| CECIL TARTER | | $41.56 | $41.56 |
| BEN BRUBAKER | | $41.56 | $41.56 |
| LUCAS VARGAS | | $41.56 | $41.56 |
| MELISSA CARTER | | $41.56 | $41.56 |
| ANGIE STEVENS | | $41.56 | $41.56 |
| FD IPAD PRO 1 | | $40.01 | $40.01 |
| JAKE YORK | | $41.56 | $41.56 |
| ALLISON PRYOR | | $41.56 | $41.56 |
| DJ MANLEY | | $46.56 | $46.56 |
| MARY HUTCHENS | | $41.56 | $41.56 |
| ASHLEY TATMAN | | $41.56 | $41.56 |
| MALACHI THOMPSON | | $43.23 | $43.23 |
| AMBER DEAN | | $41.56 | $41.56 |
| FD IPAD PRO 2 | | $40.01 | $40.01 |
| CAMERON BRINKER | | $41.56 | $41.56 |
| MARTIN CUMINGS | | $41.56 | $41.56 |
| HVAC TECHNICIAN | | $41.56 | $41.56 |
| FRANCIS HANNAH | | $41.56 | $41.56 |
| NICKI ECRET | | $51.56 | $51.56 |
| PD POLE CAM | | $40.01 | $40.01 |
| CEMETARY SEXTON | | $24.37 | $24.37 |
| PD CHIEF | | $40.01 | $40.01 |

| | | |
|---|---|---|
| FIRE HAZMAT | $46.56 | $46.56 |
| **Water & Wastewater** | **$430.98** | **$430.98** |
| JASON MATNEY | $41.56 | $41.56 |
| ERIC EAGLE | $41.56 | $41.56 |
| WWTP OPERATOR | $24.37 | $24.37 |
| WTP OPERATOR | $24.37 | $24.37 |
| TRAVIS ROSSON | $41.56 | $41.56 |
| JIM WRIGHT | $41.56 | $41.56 |
| GIS MAPPING IPAD | $14.40 | $14.40 |
| WATER METER SHOP | $41.56 | $41.56 |
| TAB 2 WATER | $40.01 | $40.01 |
| TAB 6 WATER | $40.01 | $40.01 |
| TAB 7 WASTEWATER | $40.01 | $40.01 |
| TAB 8 WASTEWATER | $40.01 | $40.01 |
| **Internet Utility** | **$40.01** | **$40.01** |
| TAB 3 FIBER | $40.01 | $40.01 |
| **Stormwater Utility** | **$28.77** | **$28.77** |
| STORM WATER | $24.37 | $24.37 |
| GIS MAPPING IPAD | $4.40 | $4.40 |
| **911 Emergency Telephone System** | **$24.37** | **$24.37** |
| PD DISPATCH | $24.37 | $24.37 |
| **Electric** | **$552.27** | **$552.27** |
| CMLP TROUBLE TRUCK | $41.56 | $41.56 |
| METER SHOP | $40.01 | $40.01 |
| ELECTRIC METER SERVICEMAN | $41.56 | $41.56 |
| CHRIS WEINER | $41.56 | $41.56 |
| BRUCE KOEHN | $41.56 | $41.56 |
| KURT TAYLOR | $41.56 | $41.56 |
| ANDREW KING | $41.56 | $41.56 |
| KEVIN MERSBERG | $41.56 | $41.56 |
| GIS MAPPING IPAD | $21.21 | $21.21 |
| ELECMETER SERVICEMAN | $40.01 | $40.01 |
| GIS HANDHELD ELECTRIC | $40.09 | $40.09 |
| TAB 1 ELECTRIC | $40.01 | $40.01 |
| TAB 4 ELECTRIC | $40.01 | $40.01 |
| TAB 5 ELECTRIC | $40.01 | $40.01 |
| **Airport** | **$24.37** | **$24.37** |
| AIRPORT STAFF | $24.37 | $24.37 |
| **WARTSILA NORTH AMERICA INC.** | **$2,504.10** | **$2,504.10** |
| **Electric** | **$2,504.10** | **$2,504.10** |
| CSO SENSOR & VALVE | $2,504.10 | $2,504.10 |
| **BRIDGESTONE GOLF INC.** | **$625.86** | **$625.86** |
| **Hillcrest Golf Course** | **$625.86** | **$625.86** |
| GOLF BALLS | $651.05 | $651.05 |
| PROMPT PAY DISCOUNT 8/27/26 | -$25.19 | -$25.19 |
| **SPEARTAC SOLUTIONS LLC** | **$1,333.00** | **$1,333.00** |
| **General** | **$1,333.00** | **$1,333.00** |
| HEADSET & RADIO- BROMLEY | $1,333.00 | $1,333.00 |
| **ANIXTER INC.** | **$891.00** | **$891.00** |
| **Electric** | **$891.00** | **$891.00** |
| SPADE COVER X 6 | $617.63 | $617.63 |
| GLOVE PROTECTORS | $273.37 | $273.37 |

| | | | |
|---|---|---|---|
| **KMGA GAS SUPPLY OPERATING FUND** | | **$417,745.00** | **$417,745.00** |
| **Electric** | | **$417,745.00** | **$417,745.00** |
| 6/26 TRUE-UP - 7/26 ESTIMATED | | $417,745.00 | $417,745.00 |
| **NORTHERN SAFETY COMPANY INC.** | | **$54.07** | **$54.07** |
| **Electric** | | **$54.07** | **$54.07** |
| BURN CREAM & EYE WASH REFILLS | | $54.07 | $54.07 |
| **T.C. UNDERGROUND INC.** | | **$119,428.00** | **$119,428.00** |
| **Water & Wastewater Depreciation/Replacement Reserve** | | **$119,428.00** | **$119,428.00** |
| R-25-09 #1 WTR LN WOODL-CLINE | | $119,428.00 | $119,428.00 |
| **COFFEYVILLE FEED AND FARM SUPPLY INC.-TAXABLE** | | **$41.59** | **$41.59** |
| **Electric** | | **$41.59** | **$41.59** |
| WEED TRIMMER BLADE | | $41.59 | $41.59 |
| **RICHARD E WHITSON** | **$468.00** | | **$468.00** |
| **General** | **$468.00** | | **$468.00** |
| R WHITSON CONSULT FEE AUG 26 | $468.00 | | $468.00 |
| **GREEN COUNTRY EMERGENCY PHYS GRP TULSA** | **$40.48** | | **$40.48** |
| **General** | **$40.48** | | **$40.48** |
| INMATE ER-WARMBRODT 26-824 | $40.48 | | $40.48 |
| **RADWELL INTERNATIONAL INC.** | **$763.22** | | **$763.22** |
| **Electric** | **$763.22** | | **$763.22** |
| PNEUMATIC ACTUATOR | $579.35 | | $579.35 |
| ATLAS COPCO TEMP GAUGE | $183.87 | | $183.87 |
| **MONTGOMERY COUNTY ACTION COUNCIL** | | **$300.00** | **$300.00** |
| **Housing/Economic Development** | | **$300.00** | **$300.00** |
| HOUSING GUIDES | | $300.00 | $300.00 |
| **REDLINE FIRE CO LLC** | **$617.03** | **$1,686.30** | **$2,303.33** |
| **Electric** | **$617.03** | **$1,686.30** | **$2,303.33** |
| FIRE EXT INSPECTION - DIST | $617.03 | | $617.03 |
| FIRE EXTENGUISHER CO2 X 4 | | $1,686.30 | $1,686.30 |
| **WEX BANK/PHILLIPS 66** | | **$25,111.63** | **$25,111.63** |
| **General** | | **$14,417.46** | **$14,417.46** |
| ANIMAL CONTROL FUEL | | $132.42 | $132.42 |
| CODE ENFORCEMENT FUEL | | $236.06 | $236.06 |
| FACILITIES FUEL | | $712.50 | $712.50 |
| FIRE DEPARTMENT FUEL | | $1,754.70 | $1,754.70 |
| PARKS FUEL | | $627.55 | $627.55 |
| POLICE DEPARTMENT FUEL | | $6,574.36 | $6,574.36 |
| PUBLIC SERVICE FUEL | | $4,240.50 | $4,240.50 |
| IT DEPARTMENT FUEL | | $139.37 | $139.37 |
| **Water & Wastewater** | | **$3,955.36** | **$3,955.36** |
| WASTEWATER COLLECTION FUEL | | $1,483.92 | $1,483.92 |
| WASTEWATER TREATMENT FUEL | | $340.62 | $340.62 |
| WATER DISTRIBUTION FUEL | | $1,679.43 | $1,679.43 |
| WATER TREATMENT FUEL | | $208.84 | $208.84 |
| ENGINEERING FUEL | | $242.55 | $242.55 |
| **Hillcrest Golf Course** | | **$47.91** | **$47.91** |
| GOLF COURSE FUEL | | $47.91 | $47.91 |
| **Internet Utility** | | **$359.81** | **$359.81** |
| WIRELESS INTERNET FUEL | | $359.81 | $359.81 |
| **Stormwater Utility** | | **$1,093.80** | **$1,093.80** |
| STORMWATER FUEL | | $1,093.80 | $1,093.80 |
| **Electric** | | **$5,177.89** | **$5,177.89** |

| | | | |
|---|---|---|---|
| ELECTRIC ADMINISTRATION FUEL | | $300.02 | $300.02 |
| ELECTRIC DISTRIBUTION FUEL | | $4,204.22 | $4,204.22 |
| ELECTRIC GENERATION FUEL | | $673.65 | $673.65 |
| **Economic Development Fund** | | **$59.40** | **$59.40** |
| COMMUNITY DEVELOPMENT FUEL | | $59.40 | $59.40 |
| **BENNETT INCORPORATED** | | **$408,444.75** | **$408,444.75** |
| **Water & Wastewater Depreciation/Replacement Reserve** | | **$408,444.75** | **$408,444.75** |
| BROWN ST SEWER CONSTRUCTION #1 | | $408,444.75 | $408,444.75 |
| **COMPENSATING USE TAX** | | **$804.37** | **$804.37** |
| **Electric** | | **$804.37** | **$804.37** |
| 7/26 COMPENSATING USE TAX | | $804.37 | $804.37 |
| **DUSTY'S UNLOCK SERVICE** | | **$40.00** | **$40.00** |
| **Electric** | | **$40.00** | **$40.00** |
| KEY DUPLICATION | | $40.00 | $40.00 |
| **EDMUNDS GOVTECH** | **$14,487.50** | | **$14,487.50** |
| **Capital Reserves** | **$14,487.50** | | **$14,487.50** |
| EDMUNDS IMPL PROGRESS PAY | $14,487.50 | | $14,487.50 |
| **EMILY RELPH** | | **$85.80** | **$85.80** |
| **General** | | **$85.80** | **$85.80** |
| AMERICAN FIDELITY P/R DEDUCTIO | | $85.80 | $85.80 |
| **ENVIRONMENTAL PROCESS EQUIPMENT COMPANY** | **$38,641.00** | | **$38,641.00** |
| **Water & Wastewater Depreciation/Replacement Reserve** | **$38,641.00** | | **$38,641.00** |
| R-25-62 UV EQUIP REM/INST | $38,641.00 | | $38,641.00 |
| **FLINT HILLS COUNSELING & CONSULTING CENTER LLC** | | **$350.00** | **$350.00** |
| **General** | | **$350.00** | **$350.00** |
| WHITSON LEO EVALUATION | | $350.00 | $350.00 |
| **GE PROLEC TRANSFORMERS INC.** | | **$3,661,900.00** | **$3,661,900.00** |
| **Electric Depreciation/Replacement Reserve** | | **$3,661,900.00** | **$3,661,900.00** |
| 125MVA TRANSFORMER BSUB | | $3,661,900.00 | $3,661,900.00 |
| **KANSAS SECRETARY OF STATE** | **$98.60** | | **$98.60** |
| **General** | **$98.60** | | **$98.60** |
| SUMMARY NOTICE BOND SALE | $98.60 | | $98.60 |
| **KIMBALL MIDWEST** | | **$178.98** | **$178.98** |
| **General** | | **$178.98** | **$178.98** |
| SPRAY PAINT AND HAND CLEANER | | $178.98 | $178.98 |
| **KYLE BELL** | **$127.32** | | **$127.32** |
| **General** | **$127.32** | | **$127.32** |
| MEALS-LEAD INSPECTION TRNG | $127.32 | | $127.32 |
| **MCMASTER-CARR SUPPLY COMPANY** | | **$80.52** | **$80.52** |
| **Water & Wastewater** | | **$80.52** | **$80.52** |
| PINCH CLAMPS AND TUBING | | $80.52 | $80.52 |
| **GONZALEZ RIOS PEDRO** | **$200.00** | | **$200.00** |
| **Municipal Court Bond** | **$200.00** | | **$200.00** |
| Bond Refund:260397 -01 | $200.00 | | $200.00 |
| **NEWCOM WIRELESS SERVICES** | | **$7,945.88** | **$7,945.88** |
| **Law Enforcement Projects** | | **$7,945.88** | **$7,945.88** |
| TABLETS FOR SCIP GRANT | | $7,945.88 | $7,945.88 |
| **R & R LAWN CARE LLC** | | **$1,660.00** | **$1,660.00** |
| **Refuse** | | **$1,660.00** | **$1,660.00** |
| CONTRACT MOWING | | $1,660.00 | $1,660.00 |
| **VAN-WALL EQUIPMENT INC.** | | **$469.91** | **$469.91** |
| **Hillcrest Golf Course** | | **$469.91** | **$469.91** |

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|---|---|---|---|
| BEARING KIT | | $222.08 | $222.08 |
| FAN BRACKET | | $247.83 | $247.83 |
| **W & W BACKHOE & TRENCHING LLC** | **$10,886.04** | | **$10,886.04** |
| **Electric Depreciation/Replacement Reserve** | **$10,886.04** | | **$10,886.04** |
| BORE UG CONDUIT | $10,886.04 | | $10,886.04 |
| **WHITE STAR MACHINERY & SUPPLY COMPANY** | **$26.52** | | **$26.52** |
| **Stormwater Utility** | **$26.52** | | **$26.52** |
| HYDRAULIC FITTINGS | $26.52 | | $26.52 |
| **Grand Total** | **$1,149,284.86** | **$8,042,328.67** | **$9,191,613.53** |

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

| | | | |
|---|---|---|---|
| **MEETING DATE** | | | |
| **RESOLUTION OR ORDINANCE NUMBER** | | | |
| **AGENDA TITLE** | **B SUB / CRNF ADDITIONAL MATERIAL** | | |
| **REQUESTING DEPARTMENT** | ELECTRIC | | |
| **PRESENTER** | | | |
| **FISCAL INFORMATION** | Cost as recommended: | *Pre-Tax* | *$156,209.07* |
| | | *Extended Warranty* | *N/A* |
| | | *Tax* | *N/A* |
| | | **Total** | **$156,209.07** |
| | Budget Line Item: | 810-5-020-863 | |
| | Balance Available | | |
| | New Appropriation Required: | ☐ Yes ☐ No | |
| | Manufacturer Warranty (details in warranty section) | ☐ Yes ☐ No | |
| | Extended Warranty (details in warranty section) | ☐ Yes ☐ No | |
| **PURPOSE** | Substation B North and South Improvements/Expansion | | |
| **BACKGROUND** | This is an ongoing project that allows for CRNF and associated loads the ability to expand operations, promoting and improving redundancy and reliability. | | |
| **SPECIAL NOTES** | BORDER STATES - $21,412.71<br>SMC - $26,251.44<br>TRI-STATE - $89,401.15<br>STANION – 19,143.77 | | |

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|---|---|
| **ANALYSIS** | |
| **PUBLIC INFORMATION PROCESS** | |
| **BOARD OR COMMISSION RECOMMENDATION** | |
| **STAFF RECOMMENDATION** | Staff have recently been made aware of a large number of items that need to be purchased to continue with the Substation Improvement project. A total of $156,209.07 in purchase orders have been issued this week. This project was approved prior to kick-off in 2024, but staff intend to keep Commission informed of purchases pertaining to this project. |
| **REFERENCE DOCUMENTS ATTACHED** | |
| **WARRANTY INFORMATION** | |

# Grant Tracker

| Total # of Grants | Grant Funds Awarded Since 2026 | Total Grant | Total Match | Total Project Cost |
|---|---|---|---|---|
| 26 | $3,827,346.55 | $ 45,499,297.66 | $ 10,909,703.05 | $ 54,944,620.64 |

| Project | Grant | Department | Status | Expected Award Date | Grant Amount | Match | Total |
|---|---|---|---|---|---|---|---|
| Main Truck Route | FY 2025 BUILD Grant | Streets | Submitted | Jul-26 | $ 15,450,900.00 | $ 3,862,725.00 | $ 19,313,625.00 |
| Main Truck Route | Build Kansas Fund | Streets | Denied | Feb-26 | $ 2,897,043.75 | $ - | $ 2,897,043.75 |
| Downtown Space | BCBS Pathways | Community Development | Awarded | Apr-26 | $ 50,000.00 | $ 17,890.00 | $ 67,890.00 |
| Concrete Hangar Approaches | Kansas Airport Improvement Program | Airport | Awarded | Jul-26 | $ 394,740.00 | $ 43,860.00 | $ 438,600.00 |
| SCBA Air Compressor Replacement | Cherokee Natiion Grant | Fire | awarded | Jul-26 | $ 44,081.55 | $ 4,897.95 | $ 48,979.50 |
| School Sidewalks | KDOT-Techincal Assistance Grant | Streets | Submitted | Sep-26 | $ 856,000.00 | $ 213,859.00 | $ 1,069,859.00 |
| trade school sewer | CDBG | sewer | Submitted | | $ 489,533.00 | $ 213,000.00 | $ 702,533.00 |
| SCBA's Packs | AFG | Fire | Submitted | Decemeber 2026 | $ 229,707.73 | $ 11,485.39 | $ 241,193.12 |
| PD Equipement | Federal Byrne SCIP Grant | Police | Awarded | Feb-26 | $ 25,499.00 | $ - | $ 25,499.00 |
| Overlook | KDOT Cost Share | Streets | Denied | Jun-26 | $ 485,293.99 | $ 92,436.95 | $ 577,730.94 |
| Downtown Signs | SIGNS -KDC | Community Development | Denied | Apr-26 | $ 25,000.00 | $ - | $ 25,000.00 |
| Body Cameras | SRT-BWC | Police | Submitted | Jun-26 | $ 60,000.00 | $ 60,000.00 | $ 120,000.00 |
| Slip On Tanker | Department of the Interior (DOI), Office of Wildland Fire (OWF) - | Fire | Awarded | Jul-26 | $ 18,980.00 | $ - | $ 18,980.00 |

| Project | Grant | Department | Status | Expected Award Date | Grant Amount | Match | Total |
|---|---|---|---|---|---|---|---|
| Main Truck Route | Senator Moran - Congressionally Directed | Streets | Submitted | Jul-26 | $ 15,450,900.00 | $ 3,862,725.00 | $ 19,313,625.00 |
| HWY 166 & Gilham | CCLIP | Streets | denied | Dec-26 | $ 1,500,000.00 | $ 338,501.00 | $ 1,838,501.00 |
| Fire Equipment | Walmart | Fire | Awarded | Apr-26 | $ 1,000.00 | $ - | $ 1,000.00 |
| Downtown Crosswalks | SS4A Implementation | Streets | Submitted | Dec-26 | $ 749,650.00 | $ 107,093.00 | $ 856,743.00 |
| Downtown Crosswalks | Build Kansas Fund | Streets | Conditional Award | Dec-26 | $ 214,186.00 | | $ 214,186.00 |
| Street Assessment Plan | SS4A Planning | Streets | Submitted | Decemeber 2026 | $ 160,000.00 | $ 40,000.00 | $ 200,000.00 |
| Street Assessment Plan | Build Kansas Fund | Streets | Submitted | Decemeber 2026 | $ 30,000.00 | $ - | $ 30,000.00 |
| Gibson Street Project | EDA | Housing | Submitted | Decemeber 2026 | $ 786,174.78 | $ 524,116.52 | $ 1,310,291.30 |
| Master Plan Update | Safe Routes To School | Streets | Awarded | Jul-26 | $ 27,860.00 | $ 6,965.00 | $ 34,825.00 |
| TORNADO SHELTERS | BRIC | HR | Submitted | Decemeber 2026 | $ 159,749.10 | $ 53,249.70 | $ 212,998.80 |
| EMERGENCY COMMUNICATIONS | BRIC | Police | Submitted | Decemeber 2026 | $ 113,688.12 | $ 37,896.04 | $ 151,584.16 |
| Mill & Overlay Aiport | BKF | Airport | Submitted | Jul-26 | $ 28,149.45 | $ 1,481.55 | $ 29,631.00 |
| Mill & Overlay Aiport | FAA | Airport | Awarded | Jul-26 | $ 2,195,000.00 | $ 110,300.00 | $ 626,683.20 |
| Walter Johnson Park | LWCF | Parks | Submitted | Decemeber 2026 | $ 304,500.00 | $ 304,500.00 | $ 609,000.00 |
| Dipatch Consoles | JAG | Police | Submitted | Decemeber 2026 | $ 67,231.20 | $ - | $ 67,231.20 |
| Overlook | KDOT Cost Share | Streets | In-Progress | Jan-27 | $ 485,293.99 | $ 92,436.95 | $ 577,730.94 |
| EPA-Midsize and Large Drinking Water System | Electrical Upgrade at the water plant | Water | Awarded | Jan-26 | $ 687,240.00 | $ 190,900.00 | $ 878,140.00 |

| Project | Grant | Department | Status | Expected Award Date | Grant Amount | Match | Total |
|---|---|---|---|---|---|---|---|
| Levee | HB2302 | Public Works | In-Progress | Mar-27 | $ 1,000,000.00 | $ 500,000.00 | $ 1,500,000.00 |
| Solar Lights | KDWP-Recreational Trails Program | Parks | Submitted | Jan-26 | $ 511,896.00 | $ 219,384.00 | $ 945,516.73 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |

Awarded

Denied

In-Progress

Submitted

Withdrawn

# Grant Tracker

**Grant Funds Awarded Since Feb 2024**

| Total # of Grants | | Total Grant | Total Match | Total Project Cost |
|---|---|---|---|---|
| 37 | $ 11,752,106.65 | $ 11,752,106.65 | $ 4,779,553.99 | $ 16,531,660.64 |

| Project | Grant | Department | Status | Grant Amount | Match | Total |
|---|---|---|---|---|---|---|
| Levee Project | Risk MAP Technical | Community Development | Awarded | $ 150,000.00 | $ - | $ 150,000.00 |
| York Building Repairs | CDBG Commercial | Community Developr | Awarded | $ 142,499.00 | $ 49,175.00 | $ 191,674.00 |
| New Street Lighting | KCC-EEBG | Electric | Awarded | $ 609,596.53 | | $ 609,596.53 |
| Fire Hose | Kansas State Forestry Service | Fire | Awarded | $ 1,540.20 | $ 1,540.20 | $ 3,080.40 |
| Co-Responder | Promoting Access to Crisis | Police | Awarded | $ 106,584.07 | $ - | $ 106,584.07 |
| TruNarc | 2025 Federal Edward Byrne | Police/Written by C. S | Awarded | $ 40,000.00 | $ 5,649.00 | $ 45,649.00 |
| 12 Moblie CAD/RMS computers | Federal Byrne State Crisis Intervention | Police/Written by C. S | Awarded | $ 75,984.00 | $ - | $ 75,984.00 |
| KDOT | City Connecting Link Improvement | Streets | Awarded | $ 1,200,000.00 | $ 128,758.50 | $ 1,328,758.50 |
| 8th Street- hwy 166-Elm | KDOT Cost Share Grant | Streets | Awarded | $ 915,214.13 | $ 381,339.22 | $ 1,296,553.35 |
| Lead Service Line Replacement | SRF | Water | Awarded-City pulled | $ 3,542,000.00 | $ 3,458,000.00 | $ 7,000,000.00 |
| LaneShift-Jump-Start | Kansas State Technical Assistance | Community Development | Awarded | $ 3,500.00 | $ - | $ 3,500.00 |
| Mural on S Walnut | KDOC-Public Art and Mural Grant | Community Development | Awarded | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Electric Box painting | TAP program | Community Development | Awarded | $ 10,000.00 | $ 3,500.00 | $ 13,500.00 |

| Project | Grant | Department | Status | Grant Amount | Match | Total |
|---|---|---|---|---|---|---|
| EV Charging Stations | MEC | Electric | ed-Pending DOE F | $ 285,753.61 | $ - | $ 285,753.61 |
| Fire Equipment | Plains All American First Responder | Fire | Awarded | $ 14,695.00 | $ - | $ 14,695.00 |
| Fire Equipment | Atmos Energy | Fire | Awarded | $ 2,500.00 | $ - | $ 2,500.00 |
| Fire Equipment | Frontier Farm Credit Grant | Fire | Awarded | $ 5,000.00 | $ - | $ 5,000.00 |
| Safety Equipment | Walmart Grant | Fire | Awarded | $ 4,000.00 | $ - | $ 4,000.00 |
| Fire Hose | ONEOK | Fire | Awarded | $ 4,500.00 | $ - | $ 4,500.00 |
| Storm Sirens | Build Kansas Fund | Police | Conditionally Awarded | $ 9,052.80 | $ - | $ 9,052.80 |
| 911 Mapping | Critical Building Mapping Grant | Police | Awarded | $ 37,800.00 | $ - | $ 37,800.00 |
| Pfister Park Equipment | Gametime Grant | Parks | Awarded | $ 66,384.76 | $ 80,291.12 | $ 146,675.88 |
| Coffeyville Stop Sign Project | KDOT- High Risk Urban Roads | Streets | Awarded | $ 65,000.00 | $ - | $ 65,000.00 |
| 8th and Buckeye Intersection | HSIP Local Intersection Safety | Streets | Awarded | $ 465,300.00 | $ 106,200.00 | $ 571,500.00 |
| Hilcrest Golf Course | Land Water Conservation Fund | Parks | Awarded | $ 122,353.00 | $ 122,353.00 | $ 244,706.00 |
| Road Safety Audit | SS4A | Streets | Awarded | $ 160,000.00 | $ 10,000.00 | $ 170,000.00 |
| Road Safety Audit | Build Kansas Fund | Streets | Awarded | $ 30,000.00 | $ - | $ 30,000.00 |
| Sewer Line Replacement | KDOC CDBG | Water | Awarded | $ 701,503.00 | $ 233,835.00 | $ 935,338.00 |
| Downtown Space | BCBS Pathways | Community Development | Awarded | $ 50,000.00 | $ 17,890.00 | $ 67,890.00 |
| Concrete Hangar Approaches reconstruction | Kansas Airport Improvement | Airport | Awarded | $ 394,740.00 | $ 43,860.00 | $ 438,600.00 |

| Project | Grant | Department | Status | Grant Amount | Match | Total |
|---|---|---|---|---|---|---|
| SCBA Air Compressor Replacement | Cherokee Natiion Grant | Fire | awarded | $ 44,081.55 | $ 4,897.95 | $ 48,979.50 |
| PD Equipement | Federal Byrne SCIP Grant | Police | Awarded | $ 25,499.00 | $ - | $ 25,499.00 |
| Slip On Tanker | Department of the Interior (DOI), Office of Wildland Fire (OWF) - | Fire | Awarded | $ 18,980.00 | $ - | $ 18,980.00 |
| Fire Equipment | Walmart | Fire | Awarded | $ 1,000.00 | $ - | $ 1,000.00 |
| Downtown Crosswalks | Build Kansas Fund | Streets | Conditional Award | $ 214,186.00 | | $ 214,186.00 |
| Master Plan Update | Safe Routes To School | Streets | Awarded | $ 27,860.00 | $ 6,965.00 | $ 34,825.00 |
| Mill & Overlay Aiport | FAA | Airport | Awarded | $ 2,195,000.00 | $ 110,300.00 | $ 2,305,300.00 |
| | | | | | | $ - |
| | | | | | | $ - |
| | | | | | | $ - |

| |
|---|
| Awarded |
| Denied |
| In-Progress |
| Submitted |
| Withdrawn |
| Agency Pulled |

COFFEYVILLE RECREATION COMMISSION
JULY 8, 2026
BUDGET WORK SESSION
4:00 PM

CALL TO ORDER:
The meeting was called to order at 4:00 PM by Chair Mike O'Connor.

PUBLIC COMMENT:
None

MEMBER'S PRESENT:
Chair Mike O'Connor, Vice-Chair Lisa Westervelt, Secretary Dr. Allan Gillis, Commissioners Cathy Shald and Ashley Rutherford. Director of Recreation - David Rains and Office Manager – Christine Lay.

BUDGET WORK SESSION:
Commissioner Rutherford made the motion to continue with the current 4.266 RNR to 4.6 RNR for the 2026-2027 FY Budget. Commissioner Shald seconded the motion. The motion passes with 3 -1 vote with Secretary Dr. Gillis with a nay vote.

DATE & TIME OF BUDGET REVENUE NEUTRAL RATE HEARING:
Commissioner Shald made the motion to set the Budget Revenue Neutral Rate Hearing date for Monday, August 24th, 2026 @ 7:00 AM at the Bobby Clemons Recreation Center. Vice-Chair Westervelt seconded the motion. The motion passes unanimously.

DATE & TIME OF BUDGET HEARING:
Commissioner Shald made the motion to se the Budget Hearing date for Monday, August 24th, 2026 @ 7:00 AM at the Bobby Clemons Recreation Center. Vice- Chair Westervelt seconded the motion. The motion passes unanimously.

EXECUTIVE SESSION FOR DISCUSSION AND POTENTIAL ACTION ON NON-ELECTED PERSONNEL:
None

ADJOURNMENT: Commissioner Rutherford made the motion to adjourn. Vice-Chair Westervelt seconded the motion. The motion passes unanimously. Chair O'Connor adjourned the meeting at 4:25 PM.

Dr. Allan Gillis
Secretary

David Rains
Director

COFFEYVILLE RECREATION COMMISSION
JULY 8, 2026
REGULAR SESSION
4:30 PM

CALL TO ORDER:
The meeting was called to order at 4:30 PM by Chair Mike O'Connor.

PUBLIC COMMENT:
None

MEMBER'S PRESENT:
Chair Mike O'Connor, Vice-Chair Lisa Westervelt, Secretary Dr. Allan Gillis, Commissioners Cathy Shald and Ashley Rutherford. Director of Recreation - David Rains and Office Manager – Christine Lay.

APPROVAL OF MINUTES:
Vice-Chair Westervelt made the motion to approve the June 2026 Regular Session Minutes as presented. Commissioner Rutherford seconded the motion. The motion passes unanimously.

APPROVAL OF TREASURER'S REPORT:
Commissioner Rutherford made the motion to approve the June 2026 Treasurer's Report as presented. Vice-Chair Westervelt seconded the motion. The motion passes unanimously.

APPROVAL OF ACCOUNTS PAYABLE AND PAYROLL:
Vice-Chair Westervelt made the motion to approve the June 2026 Accounts Payable in the amount of $15,492.41. Commissioner Shald seconded the motion. The motion passes unanimously.

Vice-Chair Westervelt made the motion to approve the June 2026 Payroll in the amount of $48,576.58. Commissioner Rutherford seconded the motion. The motion passes unanimously.

OLD BUSINESS:

*City Logistics* – Commissioner Shald made the motion to approve the update to the gym lights not to exceed $2,063.35. Secretary Dr. Gillis seconded the motion. The motion passes unanimously.

NEW BUSINESS

*Election Of Officers* –
**CHAIR** – Commissioner Rutherford made the motion to nominate Commissioner Mike O'Connnor as Chair. Commissioner Dr. Gillis seconded the motion. The motion passes unanimously.

**VICE-CHAIR** – Commissioner Rutherford made the motion to nominate Commissioner Westervelt as Vice-Chair. Commissioner Dr. Gillis seconded the motion. The motion passes unanimously.

**SECRETARY** – Commissioner Shald made the motion to nominate Commissioner Dr. Gillis as Secretary. Commissioner Westervelt seconded the motion. The motion passes unanimously.

**TREASURER** – Commissioner Westervelt made the motion to nominate Corrisa Walker at USD 445 as Treasurer. Commissioner Rutherford seconded the motion. The motion passes unanimously.

STAFF REPORT:
No action needed

EXECUTIVE SESSION FOR DISCUSSION AND POTENTIAL ACTION ON NON-ELECTED PERSONNEL:
None

ADJOURNMENT: Commissioner Rutherford made the motion to adjourn. Secretary Dr. Gillis seconded the motion. The motion passes unanimously. Chair O'Connor adjourned the meeting at 5:00 PM.

Dr. Allan Gillis David Rains