REGULAR COMMISSION MEETING AGENDA
TUESDAY, FEBRUARY 24, 2015
6:30 P.M.

A. CALL TO ORDER – Mayor Jim Falkner

B. INVOCATION – Pastor John Dixon, Emmanuel Southern Baptist Church

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA

1. Regular City Commission Meeting Minutes – Tuesday, February 10, 2015

2. 2015 Appropriation Ordinance No. AO-15-03 – $5,408,640.86

REGULAR AGENDA ITEMS

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

1. Library Annual Update – Katie Hill

G. COMMENTS FROM THE PUBLIC

The public is free to comment on items not listed on agenda. Public participation is welcome and encouraged for all items on the agenda as the topics are discussed. Please be mindful of others who may also wish to speak and limit your time at the podium appropriately.

H. OLD BUSINESS

1. Ordinance No. S-15-01 – Second Reading of an Ordinance to issue taxable electric utility system revenue bonds.

2. Resolution No. R-15-20 – A Resolution to authorize the sale of taxable electric utility system revenue bonds.

3. Resolution No. R-15-21 – A Resolution to authorize the sale of electric utility system revenue bonds.

4. Ordinance No. S-15-02 – Second Reading of an Ordinance to approve an annual renewal of the ten-year property tax exemption-incentive for Four State Maintenance.

I. NEW BUSINESS

1. Resolution No. R-15-22 – A Resolution to execute a community development block grant agreement with the Department of Commerce.

2. Resolution No. R-15-23 – A Resolution to adopt a Code of Ethics for projects using Kansas Department of Commerce CDBG funding.

3. Resolution No. R-15-24 – A Resolution to adopt a City of Coffeyville Community Block Grant Program Procurement Plan.

4. Resolution No. R-15-25 – A Resolution to authorize the adoption of a Civil Rights/Fair Housing Policy.

5. Resolution No. R-15-26 – A Resolution to authorize the delivery of a notice to terminate an agreement with the Verdigris River Drainage District #1.

6. Discussion on Hibu Yellowbook Advertising.

7. Discussion on R-15-27 – A Resolution to oppose Kansas State Legislature's S Sub SB 171.

8. Discussion on city manager search.

9. City Manager Report

10. Comments from Commissioners and Staff

J. EXECUTIVE SESSION(s)

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Police Department report
2. CRC Report

L. ADJOURN

REGULAR COMMISSION MEETING MINUTES
WEDNESDAY, FEBRUARY 10, 2015
6:30 P.M.

The Board of Commissioners met in Regular Session at 6:30 p.m. with Mayor Jim Falkner presiding.

Present:

MAYOR JIM FALKNER
COMMISSIONER DON EDWARDS
COMMISSIONER MARCUS KASTLER
COMMISSIONER JUSTIN MARTIN
COMMISSIONER CHRIS WILLIAMS

City Staff in attendance were:

INTERIM CITY MANAGER JAMES GRIMMETT
CITY CLERK CINDY PRICE
CITY ATTORNEY PAUL KRITZ
FINANCE DIRECTOR STEPHANIE RICHARDSON
IT DIRECTOR CHRIS FELIX
POLICE CHIEF TONY CELESTE
PUBLIC WORKS DIRECTOR CHUCK SHIVELY
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF
ELECTRIC UTILITY DEPUTY DIRECTOR MIKE SHOOK
ELECTRIC GENERATION SUPERINTENDENT TONY LAWSON
ENGINEERING TECH THOMAS OSBORN
HR DIRECTOR MARILYNN EVENSON
ASSISTANT TO CITY MANAGER TRISHA PURDON

A. CALL TO ORDER – Mayor Jim Falkner

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

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

D. REVIEW OF AGENDA

E. CONSENT AGENDA

1. Regular City Commission Meeting Minutes – Tuesday, January 27, 2015

2. Special City Commission Meeting Minutes – Tuesday, February 3, 2015

3. 2015 Appropriation Ordinance No. AO-15-02 – $748,308.86

MOTION: Move to approve the consent agenda as presented.

ACTION: WILLIAMS SECOND: MARTIN
ALL AYE

<u>REGULAR AGENDA ITEMS</u>

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

1. Presentation by Boys & Girls Club
   - Alan Caulkins and students made a presentation on the robotics program implemented through the Boys & Girls Club.

G. COMMENTS FROM THE PUBLIC

The public is free to comment on items not listed on agenda. Public participation is welcome and encouraged for all items on the agenda as the topics are discussed. Please be mindful of others who may also wish to speak and limit your time at the podium appropriately.

- ■ Max Williams, 3408 W. First, stated he is concerned about the number of satellite dishes people are able to place on their property.

H. OLD BUSINESS

1. Discussion and action to appoint two people to the Planning Commission
   Applicants: Nelson Christian, Brian Nagle, Terry Rittenhouse

   ACTION: Edwards voted for Christian and Rittenhouse; Kastler voted for Nagle and Christian; Williams voted for Christian and Rittenhouse; Martin voted for Christian and Nagle and Falkner voted for Christian and Rittenhouse. Christian and Rittenhouse were appointed to three-year terms serving to January 1, 2018.

I. NEW BUSINESS

1. Resolution No. R-15-11 – A Resolution to execute an amendment to the Power Purchase and Sale Agreement and Capacity Purchase Agreement with the Grand River Dam Authority.
   - ■ Electric Utility Director Gene Ratzlaff stated a new agreement has been negotiated with GRDA with the following new terms:
     - A commercial operation date of January 1, 2017.
     - Extension of the capacity purchase agreement for the new Wartsila units to 2042.
     - Increase the amount of generation eligible for capacity payments by 22%.
     - Remove diesel units 1 and 2 and unit 6 from capacity payment structure in 2017 to allow for new generation.
     - Unit 7 to remain in capacity payment structure through 2022 with an option by GRDA to extend capacity payments on an annual basis.
     - Allow for the electric utility to recover fuel related charges associated with dispatch of generating units which will remove risk to utility associated with fuel costs.
     - Electric utility will receive capacity payments for the new Wartsila units over the life of the contract in an amount of $111,048,000 plus 7 years of capacity payments for unit 7 in the amount of $10,562,000 for a total of $121,610.

   MOTION: Move to approve Resolution No. R-15-11 for adoption.

   ACTION: FALKNER SECOND: MARTIN
   ALL AYE

2. Resolution No. R-15-12 – A Resolution to authorize the sale of electric utility system revenue bonds.
   - ■ Garth Herrman, bond counsel from Gilmore & Bell, stated these taxable electric utility system revenue bonds, Series 2015-A bonds are the first step in a two-step financing process for funding for the New Generation project. The short term bonds, in the amount not to exceed $10,000,000 will be issued to pay a portion of the project costs. It

is anticipated the long-term bonds in the amount not to exceed $71,810,000 will be sold in the spring. The short-term bonds will be sold to JP Morgan.

MOTION: Move to approve Resolution No. R-15-12 for adoption.

ACTION: EDWARDS SECOND: MARTIN
ALL AYE

3. Ordinance No. S-15-01 – First Reading of an Ordinance to authorize the issuance of taxable electric utility system revenue bonds Series 2015-A.
   - Garth Herrman stated this is the ordinance which will allow the City to authorize and issue the taxable electric revenue bonds.

   MOTION: Move to approve Ordinance No. S-15-01 for First Reading.

   ACTION: FALKNER SECOND: EDWARDS
   ALL AYE

4. Resolution No. R-15-13 – A Resolution to execute an agreement with Wartsila for three reciprocating engine generator sets for the Electric Utility.
   - Electric Utility Deputy Director Mike Shook stated the competitive and cooperative bid process issued by the Stillwater Utility Authority was used to obtain bids for the reciprocating engine generator sets for Coffeyville Municipal Light & Power's New Generation Project. Three proposals were received and staff recommended the purchase of three 18.6 MW reciprocating engine generator sets in the amount not to exceed $29,588,515.

   MOTION: Move to approve Resolution No. R-15-13 for adoption.

   ACTION: EDWARDS SECOND: FALKNER
   ALL AYE

5. Resolution No. R-15-14 – A Resolution to execute an agreement with GSI Engineering for subsurface investigation and geotechnical reporting services for the Electric Utility.
   - Electric Utility Deputy Director Mike Shook stated a request for proposals was issued to provide a subsurface investigation and laboratory testing for the proposed location for the New Generation project. Seven responses were received, and staff recommended GSI Engineering provide the services at a cost not to exceed $29,650.

   MOTION: Move to approve Resolution No. R-15-14 for adoption.

   ACTION: EDWARDS SECOND: FALKNER
   ALL AYE

6. Ordinance No. S-15-02 – First Reading of an Ordinance to approve the annual renewal of the 10-year property tax exemption-incentive for Four State Maintenance.
   - Assistant to the City Manager Trisha Purdon stated this is year six of the annual renewal for the Four State Maintenance tax incentive for the 10,000 square foot addition to their facility. Staff has determined the ownership and use of the exempted property is

consistent with the original application; however, employment levels, which is the basis for approval, are below projected levels. The hourly and annual salary wages are considerably above the projections in their application and 76% of all employees now live in Coffeyville; and these factors should be considered in determining the rate at which the tax exemption will be set.

MOTION: Move to approve Ordinance No. S-15-01 for adoption at the rate of 100% for the one-year period beginning January 1, 2015, through December 31, 2015.

ACTION: EDWARDS SECOND: FALKNER
ALL AYE EXCEPT MARTIN AND WILLIAMS WHO VOTED NO.

7. Resolution No. R-15-15 – A Resolution to execute a professional services contract with Olsson Associates for three EPA Brownfields Grants.
   - Public Works Director Chuck Shively stated the City, Sherwin Williams, Leadership Coffeyville, Coffeyville Area Community Foundation, Coffeyville Recreation Commission, and the Coffeyville Community Enhancement Foundation, collaborated on submitting grant proposals for EPA brownfields grants related to bike trails. The City was awarded 3 EPA brownfields grants:
     - A $200,000 Brownfields Assessment Grant for Petroleum
     - A $200,000 Brownfields Assessment Grant for Hazardous Substances
     - A $200,000 Brownfields Clean-Up Grant

     The two assessment grants will fund Phase 1 and Phase 2 environmental assessments on properties in Coffeyville with particular targets in the downtown area and the proposed walk/bike trail area. The assessment grants can also be used for clean-up planning. The clean-up grant will fund environmental clean-up and construction of the trail. Ten proposals were received. A panel representing the involved entities interviewed four firms and selected Olsson Associates to provide professional services for both the assessment grants and the clean-up grant.

MOTION: Move to approve Resolution No. R-15-15 for adoption contingent upon working out final agreements with Olsson, City attorney and staff.

ACTION: FALKNER SECOND: EDWARDS
ALL AYE

8. Resolution No. R-15-16 – A Resolution to approve the submittals of the data sheets for the FY2016-2018 Airport Capital Improvement program.
   - Engineering Tech Thomas Osborn stated the FAA awards $150,000 each year to the City to complete airport improvement projects with a 10% match required from the City. These funds can be banked for up to four years for a total of $600,000. Each February, the City submits an updated airport capital improvement project list to the FAA for possible funding. As recommended by Commissioners at the last meeting, the top projects include paving of entrance streets and runway crack sealing and overlays.

MOTION: Move to approve Resolution No. R-15-16 for adoption.

ACTION: FALKNER SECOND: MARTIN
ALL AYE

9. Resolution No. R-15-17 – A Resolution to approve an amendment to the Economic Development Incentive Guidelines.
   - Assistant to the City Manager Trisha Purdon stated as presented to Commissioners at the last meeting, these guidelines were established to provide incentive polities for business and retail prospects.

   MOTION: Move to approve Resolution No. R-15-17 for adoption.

   ACTION: FALKNER SECOND: WILLIAMS
   ALL AYE

10. Resolution No. R-15-18 – A Resolution to purchase a Sensus meter reading system from HD Supply.
    - Finance Director Stephanie Richardson stated the current meter reading handheld equipment is beginning to fail and is no longer supported by a maintenance agreement. These handheld units are used daily to read the 7,650 electric and 6300 water meters throughout the City. Staff is recommending a switch to Sensus units. The upfront cost is more, however, the annual maintenance costs is less. Sensus has become an industry standard with their equipment and software, and they will tie directly into our GIS system. This technology would allow our meter readers to capture the meter location and store that data in our GIS system rather than having contractors or other staff to go to each meter to gather this data.

    MOTION: Move to approve Resolution No. R-15-18 for adoption.

    ACTION: EDWARDS SECOND: FALKNER
    ALL AYE

11. Resolution No. R-15-19 – A resolution to execute an agreement with Cox Business for optical internet bandwidth for the Coffeyville Wireless Internet Utility.
    - IT Manager Chris Felix stated this is for a three-year agreement with Cox Communication for internet bandwidth.

    MOTION: Move to approve Resolution No. R-15-19 for adoption.

    ACTION: FALKNER SECOND: WILLIAMS
    ALL AYE

12. Discussion on SFS Architecture services.
    - Commissioner Williams requested information from Dennis Jacobs on whether we can use SFS Architecture for a scaled down project. He is ready to sever ties with SFS for the City Hall and Fire Department project. Attorney Kritz stated he had prepared the survey question as requested and suggested the Commission consider getting some value from the plans SFS has already done. Commissioner Martin requested a town

hall meeting be conducted with real numbers on the project costs. Commissioner Williams requested a press release be sent from the City as to what will be included on a survey to be mailed to all registered voters; survey to be returned in two weeks.

- Jim Taylor, Jr., addressed the Commission stating a committee needs to be formed to determine how much we can spend on the building projects and we should value engineer and define the scope of work on second floor before a survey is sent out.

13. Comments from Commissioners and Staff
- Commissioner Martin reported the Chamber of Commerce is hosting a Boots & BBQ special event on April 25.
- City Manager Grimmett stated according to the League of Kansas Municipalities, 35 candidates have applied for the city manager position; they will screen the candidates.

J. EXECUTIVE SESSION(s)

1. Attorney-Client Privilege

MOTION: Move to recess to executive session for the discussion of confidential data that would be privileged in attorney-client relationship to reconvene on or before 9:45 p.m.

ACTION: MOTION: EDWARDS SECOND: FALKNER
ALL AYE

Time the meeting was reconvened: 9:45 p.m.

Mayor Falkner stated there was no action as a result of the Executive Session.

K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales tax report
2. Building permit report
3. Library minutes

L. ADJOURN

MOTION: Move to adjourn.

ACTION: MOTION: WILLIAMS SECOND: MARTIN
ALL AYE

Time the meeting was adjourned: 9:45 p.m.

Date the minutes were approved: ____

____
Cindy Price, City Clerk

City of Coffeyville
Department Codings

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

City of Coffeyville
Payroll Distribution Summary
AO-15-03

Type	Date	Amount	
Bi-Weekly	February 15, 2015	$	356,683.41
	Total Payroll	**$**	**356,683.41**

PACKET: 02513 AO-15-03 2.24.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID--------			GROSS	P.O. #		
ITEM DATE	BANK CODE	---------DESCRIPTION---------	DISCOUNT	G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION

01-50105 ACTION COMMUNICATIONS

I-9682		RADIOS X 22	13,105.00			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		RADIOS X 22		010 5-023-810	COMM EQUIP	13,105.00
I-9752		MAX PRO DISPATCH CONSOLE	59,445.00			
2/09/2015	AP	DUE: 2/09/2015 DISC: 2/09/2015		1099: N		
		MAX PRO DISPATCH CONSOLE		510 5-000-810	COMM EQUIP	59,445.00
		=== VENDOR TOTALS ===	72,550.00			

01-02910 AIRGAS USA, LLC

I-9035926517		GRINDING DISC X 3	74.90			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		GRINDING DISC X 3		800 5-020-520	DEPT SUPPLIES	74.90
I-9924582835		CYLINDER LEASE X 2	105.14			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		CYLINDER LEASE X 2		900 5-037-448	EQUIPMENT-RENTAL/SERVICE	105.14
I-9924675683		CYLINDER RENTAL	73.67			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	73.67
		=== VENDOR TOTALS ===	253.71			

01-50300 ALLGEIER, MARTIN & ASSOCIATES,

I-COFF7000813-01A		STUDY FOR CVR WATER PURCHASE	1,787.28			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		STUDY FOR CVR WATER PURCHASE		900 5-026-478	PROF/PROJECT SERVICES	1,787.28
		=== VENDOR TOTALS ===	1,787.28			

01-50350 ALTEC INDUSTRIES, INC.

I-5173276		LABOR TO REPAIR UPPER CONTROL	354.75			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		LABOR TO REPAIR UPPER CONTROLS		800 5-020-690	VEHICLE-LABOR	354.75
I-5173280		LABOR TO INSPECT BOOM REST	354.75			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		LABOR TO INSPECT BOOM REST		800 5-020-690	VEHICLE-LABOR	354.75
I-5173353		LABOR TO ADJUST WINCH BRAKE	177.37			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		LABOR TO ADJUST WINCH BRAKE		800 5-020-690	VEHICLE-LABOR	177.37

PACKET: 02513 AO-15-03 2.24.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-50350 ALTEC INDUSTRIES, INC. (** CONTINUED **)						
I-5173465		TIGHTEN ROTATION GEARBOX BOLT	240.14			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		TIGHTEN ROTATION GEARBOX BOLTS		800 5-020-690	VEHICLE-LABOR	240.14
I-5173466		REPAIR OIL LEAK-LEFT CYLINDER	240.14			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		REPAIR OIL LEAK-LEFT CYLINDER		800 5-020-690	VEHICLE-LABOR	240.14
		=== VENDOR TOTALS ===	1,367.15			
01-00123 AMAZON.COM						
I-009107841158		LAPTOP BACKPACK, MOUSE	54.55			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		LAPTOP BACKPACK, MOUSE		900 5-036-518	COMPUTER SUPPLIES	54.55
I-144615607171		FIBER PATCH CABLES	33.35			
2/06/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		FIBER PATCH CABLES		720 5-000-850	OTHER EQUIP	33.35
I-146953305586		LAPTOP EXTENDED WRRNTY-FIN DR	306.86			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		LAPTOP EXTENDED WRRNTY-FIN DR		500 5-310-845	OFF FURN & EQUIP	306.86
I-221961408930		CAT5 CONNECTORS	79.16			
1/27/2015	AP	DUE: 1/27/2015 DISC: 1/27/2015		1099: N		
		CAT5 CONNECTORS		720 5-000-850	OTHER EQUIP	79.16
I-244723276824		DOCK STATION, KEYPAD-LAPTOP	347.98			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		DOCK STATION, KEYPAD-LAPTOP		500 5-310-845	OFF FURN & EQUIP	347.98
I-244723304694		LENOVO LAPTOP-FINANCE DIRECTO	1,299.28			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		LENOVO LAPTOP-FINANCE DIRECTOR		500 5-310-845	OFF FURN & EQUIP	1,299.28
I-274987554360		PHOTO ID CARD SOFTWARE	124.00			
1/12/2015	AP	DUE: 1/12/2015 DISC: 1/12/2015		1099: N		
		PHOTO ID CARD SOFTWARE		500 5-310-845	OFF FURN & EQUIP	124.00
I-287986512829		DVD BURNER, CARTRIDGES	207.56			
1/13/2015	AP	DUE: 1/13/2015 DISC: 1/13/2015		1099: N		
		CD/DVD BURNER		760 5-000-518	COMPUTER SUPPLIES	83.18
		TONER CARTRIDGES		010 5-163-550	OFFICE SUPPLIES	124.38
		=== VENDOR TOTALS ===	2,452.74			

PACKET: 02513 AO-15-03 2.24.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-00126 AMERICAN HEAVY EQUIPMENT RENTA						
I-14327		TENSIONER MACHINE RENTAL	217.00			
2/13/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		TENSIONER MACHINE RENTAL		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	217.00
		=== VENDOR TOTALS ===	217.00			
01-00170 ANIMAL HEALTH CLINIC, INC.						
I-111423		EXAM, ANTIBIOTIC-ROMMEL	70.80			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		EXAM, ANTIBIOTIC-ROMMEL		010 5-023-478	PROFESSIONAL SERVICES	70.80
I-54.00		EUTHANASIA X 2	54.00			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		EUTHANASIA X 2		010 5-025-478	PROFESSIONAL SERVICES	54.00
		=== VENDOR TOTALS ===	124.80			
01-50601 ARMSCOR CARTRIDGE INCORPORATED						
I-3099		223-55GR-FMJ AMMMUNITION	1,495.00			
2/06/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		223-55GR-FMJ AMMMUNITION		010 5-023-583	OTHER EQUIPMENT	1,495.00
		=== VENDOR TOTALS ===	1,495.00			
01-03870 ATMOS ENERGY CORPORATION						
I-201502181841		1/15 FACILITY GAS CHARGES	8,351.53			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	176.41
		AQUATIC CENTER		450 5-000-494	UTILITIES	42.92
		CEMETERY SHOP		010 5-161-494	UTILITIES	275.66
		CUSTOMER SERVICE CENTER		010 5-017-494	UTILITIES	203.10
		FIRE DEPARTMENT		010 5-041-494	UTILITIES	921.51
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	561.28
		POLICE IMPOUND		010 5-023-494	UTILITIES	201.05
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	1,231.42
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	1,231.42
		PUMP STATION		900 5-036-494	UTILITIES	539.97
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	341.97
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	584.65
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	1,059.02
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	734.52
		1501 WEST 4TH STREET		010 5-023-494	UTILITIES	217.46
		619 WALNUT		010 5-041-494	UTILITIES	181.11
		619 WALNUT DEPOSIT RETURN		520 5-350-494	UTILITIES	350.00CR
		1109 WEST 1ST STREET		010 5-072-494	UTILITIES	24.71
		1321 HIBBARD		010 5-072-494	UTILITIES	92.66
		806 WEST 1ST STREET		010 5-072-494	UTILITIES	80.69

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01-03870 ATMOS ENERGY CORPORATION (** CONTINUED **)						
		=== VENDOR TOTALS ===	8,351.53			
01-00197 B. G. & SONS						
I-201502171830		915 W 8TH LOT CLEAN UP	105.00			
2/02/2015	AP	DUE: 2/02/2015 DISC: 2/02/2015		1099: N		
		915 W 8TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	105.00
		=== VENDOR TOTALS ===	105.00			
01-00336 BLAKE'S LUBE CENTER						
I-201502061788		LABOR TO INSTALL DOOR GLASS	90.00			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		LABOR TO INSTALL DOOR GLASS		010 5-163-620	EQUIPMENT MAINTENANCE	90.00
I-20150513		OIL CHANGE	42.02			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		OIL CHANGE		800 5-040-545	MOTOR FUELS & LUB	42.02
I-20150524		OIL CHANGE	44.75			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		OIL CHANGE		800 5-020-545	MOTOR FUELS & LUB	44.75
I-20150540		OIL CHANGE	42.57			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		OIL CHANGE		800 5-040-545	MOTOR FUELS & LUB	42.57
		=== VENDOR TOTALS ===	219.34			
01-51270 BLUE CROSS BLUE SHIELD OF KANS						
I-201502161818		PLAN #1 - MARCH 2015	31,386.80			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		PLAN #1 - MARCH 2015		350 5-716-310	HOSPITALIZATION/LIFE INS	31,386.80
I-201502161819		PLAN #2 - MARCH 2015	370.51			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		PLAN #2 - MARCH 2015		350 5-716-310	HOSPITALIZATION/LIFE INS	370.51
		=== VENDOR TOTALS ===	31,757.31			

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--------ID--------			GROSS	P.O. #		
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01-00410 BRASS HAT JANITORIAL						
I-212015		1/15 WEEKLY ED OFC CLEANING	250.00			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		1/15 WEEKLY ED OFC CLEANING		800 5-020-424	CONTRACTUAL AGREEMENTS	250.00
		=== VENDOR TOTALS ===	250.00			
01-51307 BRENNTAG SOUTHWEST, INC.						
I-BSW583192		CHLORINE, BLENDED POLYMER	5,831.36			
2/05/2015	AP	DUE: 3/07/2015 DISC: 3/07/2015		1099: N		
		CHLORINE, BLENDED POLYMER		900 5-036-525	DRUGS & CHEMICALS	5,831.36
		=== VENDOR TOTALS ===	5,831.36			
01-02133 BRUCE KOEHN						
I-201502131817		LUNCH-BVILLE-RETURN TENSIONER	10.00			
2/13/2015	AP	DUE: 3/15/2015 DISC: 3/15/2015		1099: N		
		LUNCH-BVILLE-RETURN TENSIONER		800 5-020-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	10.00			
01-00590 CARTER AUTOMOTIVE WAREHOUSE						
C-125339/1		RETURN OIL PLUG GASKET	0.71CR			
1/05/2015	AP	DUE: 1/05/2015 DISC: 1/05/2015		1099: N		
		RETURN OIL PLUG GASKET		900 5-027-680	VEHICLE-PARTS	0.71CR
C-145039/1		EXCHANGE OIL FILTER	1.02CR			
1/15/2015	AP	DUE: 1/15/2015 DISC: 1/15/2015		1099: N		
		EXCHANGE OIL FILTER		010 5-041-680	VEHICLE-PARTS	1.02CR
I-100286/1		FUEL LINE, CLAMPS	46.57			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		FUEL LINE, CLAMPS		010 5-163-620	EQUIPMENT MAINTENANCE	46.57
I-131489/1		FUEL ADDITIVE, BLOW GUN	10.61			
1/07/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		FUEL ADDITIVE		800 5-020-545	MOTOR FUELS & LUB	7.72
		BLOW GUN		800 5-020-520	DEPT SUPPLIES	2.89
I-143855/1		SEPARATOR, FILTERS	73.20			
1/15/2015	AP	DUE: 2/14/2015 DISC: 2/14/2015		1099: N		
		SEPARATOR, FILTERS		010 5-163-620	EQUIPMENT MAINTENANCE	73.20
I-144505/1		AIR FILTER	23.72			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		AIR FILTER		010 5-163-620	EQUIPMENT MAINTENANCE	23.72

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01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-146741/1		AIR FILTER X 3	52.83			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		AIR FILTER X 3		010 5-163-620	EQUIPMENT MAINTENANCE	52.83
I-152971/1		HYDRAULIC FLUID	18.05			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		HYDRAULIC FLUID		800 5-020-545	MOTOR FUELS & LUB	18.05
I-153304/1		HYDRAULIC LINE COUPLINGS X 6	27.79			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		HYDRAULIC LINE COUPLINGS X 6		800 5-020-680	VEHICLE-PARTS	27.79
I-169524/1		MOWER BLADE X 9	125.46			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		MOWER BLADE X 9		010 5-163-620	EQUIPMENT MAINTENANCE	125.46
I-173228/1		DIESEL FUEL ADDITIVE	13.85			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		DIESEL FUEL ADDITIVE		800 5-020-545	MOTOR FUELS & LUB	13.85
I-182886/1		AIR FILTER X 2	37.24			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		AIR FILTER X 2		010 5-163-620	EQUIPMENT MAINTENANCE	37.24
I-185855/1		MOWER BREATHER, HEAD GASKET	112.59			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		MOWER BREATHER, HEAD GASKET		010 5-163-620	EQUIPMENT MAINTENANCE	112.59
I-188008/1		WASH BRUSHES FOR TRUCKS	69.70			
2/05/2015	AP	DUE: 3/07/2015 DISC: 3/07/2015		1099: N		
		WASH BRUSHES FOR TRUCKS		010 5-041-520	DEPT SUPPLIES	69.70
I-188808/1		MUD FLAP X 2	35.02			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		MUD FLAP X 2		010 5-163-590	VEHICLE-EQUIP SUPPLIES	35.02
I-188962/1		COPPER PLUG	1.71			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		COPPER PLUG		800 5-030-520	DEPT SUPPLIES	1.71
I-191469/1		MOWER HEAD GASKET	20.19			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		MOWER HEAD GASKET		010 5-163-620	EQUIPMENT MAINTENANCE	20.19
I-192211/1		GAS CAN SPOUT,SHOP TOWELS	19.94			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		GAS CAN SPOUT,SHOP TOWELS		010 5-041-520	DEPT SUPPLIES	19.94

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01-00590 CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-194469/1		OIL FILTER	10.48			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		OIL FILTER		010 5-017-680	VEHICLE-PARTS	10.48
I-195006/1		REPLACEMENT BULBS	5.03			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		REPLACEMENT BULBS		900 5-026-520	DEPT SUPPLIES	5.03
I-196042/1		ALTERNATOR, LABOR	875.90			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		ALTERNATOR		010 5-023-680	VEHICLE-PARTS	770.90
		R/R ALTERNATOR		010 5-023-690	VEHICLE-LABOR	105.00
		=== VENDOR TOTALS ===	1,578.15			
01-51895 CHIEF SUPPLY CORPORATION						
C-032680		RETURN POLO SHIRTS-MUN COURT	114.18CR			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		RETURN POLO SHIRTS-MUN COURT		010 5-023-515	CLOTHING	114.18CR
I-188122		SINGLE UNIT SIREN	589.48			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		SINGLE UNIT SIREN		010 5-023-680	VEHICLE-PARTS	589.48
		=== VENDOR TOTALS ===	475.30			
01-02995 CINDY PRICE						
I-201502131809		MILEAGE-CHANUTE-CDBG TECH MTG	55.20			
2/11/2015	AP	DUE: 3/13/2015 DISC: 3/13/2015		1099: N		
		MILEAGE-CHANUTE-CDBG TECH MTG		010 5-015-490	TRAVEL EXPENSE REIMBURSE	55.20
		=== VENDOR TOTALS ===	55.20			
01-01040 CITY OF COFFEYVILLE						
I-201502121807		ELECTRIC UTILITIES	6,910.65			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		COOLING TOWER STORMWATER		800 5-030-595	WATER-COOLING TOWER	15.00
		MACHINE SHOP		800 5-030-494	UTILITIES	843.48
		BASEMENT		800 5-030-494	UTILITIES	3,179.34
		TOWER #3		800 5-030-494	UTILITIES	159.63
		TOWER #4		800 5-030-494	UTILITIES	2,713.20
		=== VENDOR TOTALS ===	6,910.65			

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01-01146 CITY OF DEARING						
I-201502121793		1/15 FRANCHISE FEES	148.51			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		1/15 FRANCHISE FEES		800 5-020-430	DEARING FRANCHISE PAYMEN	148.51
		=== VENDOR TOTALS ===	148.51			
01-00680 CITY TREASURER						
I-201502121794		HEALTH CLAIMS PD/ADMIN EXPENS	23,776.39			
2/10/2015	AP	DRAFT CK# 000000 2/13/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	23,059.25
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	717.14
I-201502181839		HEALTH CLAIMS PD/ADMIN EXPENS	37,040.11			
2/17/2015	AP	DRAFT CK# 000000 2/20/2015		1099: N		
		HEALTH CLAIMS PAID - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	36,441.32
		ADMINISTRATIVE EXPENSE - BCBS		350 5-716-310	HOSPITALIZATION/LIFE INS	1,133.33
		COBRA REIMBURSEMENT		350 4-716-097	INSURANCE TRUST-HEALTH	534.54CR
		=== VENDOR TOTALS ===	60,816.50			
01-52050 CJ'S THREADS LLC						
I-12066		PINK SWEATSHIRTS	96.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		PINK SWEATSHIRTS		010 5-041-520	DEPT SUPPLIES	96.00
I-12099		PINK SWEATSHIRTS	45.00			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		PINK SWEATSHIRTS		010 5-041-520	DEPT SUPPLIES	45.00
I-12311		UNIFORM CLOTHING-STUBBS,DIXON	448.00			
2/03/2015	AP	DUE: 2/03/2015 DISC: 2/03/2015		1099: N		
		UNIFORM CLOTHING-STUBBS,DIXON		010 5-041-515	CLOTHING	448.00
I-12312		2015 UNIFORM ORDER	3,739.00			
2/03/2015	AP	DUE: 2/03/2015 DISC: 2/03/2015		1099: N		
		2015 UNIFORM ORDER		010 5-041-515	CLOTHING	3,739.00
I-12330		PINK SWEATSHIRT	15.50			
2/09/2015	AP	DUE: 2/09/2015 DISC: 2/09/2015		1099: N		
		PINK SWEATSHIRT		010 5-041-520	DEPT SUPPLIES	15.50
		=== VENDOR TOTALS ===	4,343.50			

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01-00720 CLOUGH OIL COMPANY, INC.						
I-154221		PAPER TOWELS	24.50			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		PAPER TOWELS		010 5-041-520	DEPT SUPPLIES	24.50
I-154324		ANTIFREEZE	437.25			
2/13/2015	AP	DUE: 3/15/2015 DISC: 3/15/2015		1099: N		
		ANTIFREEZE		010 5-163-590	VEHICLE-EQUIP SUPPLIES	437.25
I-49752		95 GALLONS DIESEL FUEL	186.11			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		95 GALLONS DIESEL FUEL		010 5-163-545	MOTOR FUELS & LUB	186.11
		=== VENDOR TOTALS ===	647.86			
01-00721 CLOUGH SERVICE						
I-43544436		FUEL-PUBLIC SVC-THRU 2/9	1,041.90			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-PUBLIC SVC-THRU 2/9		010 5-163-545	MOTOR FUELS & LUB	1,041.90
I-43544438		FUEL-ENGINEERING-THRU 2/9	103.45			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-ENGINEERING-THRU 2/9		010 5-071-545	MOTOR FUELS & LUB	103.45
I-43544439		FUEL-POLICE-THRU 2/9	1,197.91			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-POLICE-THRU 2/9		010 5-023-545	MOTOR FUELS & LUB	1,197.91
I-43544440		FUEL-ACO-THRU 2/9	133.04			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-ACO-THRU 2/9		010 5-025-545	MOTOR FUELS & LUB	133.04
I-43544441		FUEL-FIRE DEPT-THRU 2/9	455.76			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-FIRE DEPT-THRU 2/9		010 5-041-545	MOTOR FUELS & LUB	455.76
I-43544442		FUEL-CODE ENFRCMNT-THRU 2/9	35.52			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-CODE ENFRCMNT-THRU 2/9		010 5-045-545	MOTOR FUELS & LUB	35.52
I-43544443		FUEL-WATER DIST-THRU 2/9	757.02			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-WATER DIST-THRU 2/9		900 5-026-545	MOTOR FUELS & LUB	757.02
I-43544444		FUEL-WW COLLECTION-THRU 2/9	138.84			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-WW COLLECTION-THRU 2/9		900 5-027-545	MOTOR FUELS & LUB	138.84

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01-00721 CLOUGH SERVICE		(** CONTINUED **)				
I-43544445		FUEL-WATER TRTMNT-THRU 2/9	63.36			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-WATER TRTMNT-THRU 2/9		900 5-036-545	MOTOR FUELS & LUB	63.36
I-43544446		FUEL-WW TREATMENT-THRU 2/9	27.62			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-WW TREATMENT-THRU 2/9		900 5-037-545	MOTOR FUELS & LUB	27.62
I-43544447		FUEL-METER READERS-THRU 2/9	138.43			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-METER READERS-THRU 2/9		010 5-017-545	MOTOR FUELS & LUB	138.43
I-43544448		FUEL-ELECTRIC DIST-THRU 2/9	898.73			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-ELECTRIC DIST-THRU 2/9		800 5-020-545	MOTOR FUELS & LUB	898.73
I-43544449		FUEL-ELECTRIC GEN-THRU 2/9	305.18			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-ELECTRIC GEN-THRU 2/9		800 5-030-545	MOTOR FUELS & LUB	305.18
I-43544450		FUEL-ELECTRIC ADMIN-THRU 2/9	30.31			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-ELECTRIC ADMIN-THRU 2/9		800 5-040-545	MOTOR FUELS & LUB	30.31
I-43544451		FUEL-W/WW ADMIN-THRU 2/9	34.23			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-W/WW ADMIN-THRU 2/9		900 5-046-545	MOTOR FUELS & LUB	34.23
I-43544452		FUEL-STORMWATER-THRU 2/9	356.25			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-STORMWATER-THRU 2/9		760 5-000-545	MOTOR FUELS & LUBE	356.25
I-43544454		FUEL-WIRELESS-THRU 2/9	60.49			
2/10/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		FUEL-WIRELESS-THRU 2/9		720 5-000-545	MOTOR FUELS & LUBE	60.49
		=== VENDOR TOTALS ===	5,778.04			
01-00735 COFFEYVILLE ACE HARDWARE						
I-227180		WRENCH, WASHERS	18.97			
1/02/2015	AP	DUE: 2/01/2015 DISC: 2/01/2015		1099: N		
		WRENCH		800 5-030-580	TOOLS	15.27
		WASHERS		800 5-030-520	DEPT SUPPLIES	3.70
I-228046		SINK REPAIR KIT	13.50			
1/08/2015	AP	DUE: 2/07/2015 DISC: 2/07/2015		1099: N		
		SINK REPAIR KIT		800 5-030-555	PLUMBING SUPPLIES	13.50

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01-00735 COFFEYVILLE ACE HARDWARE (** CONTINUED **)						
I-228098		HEATER RENTAL	16.37			
1/08/2015	AP	DUE: 2/07/2015 DISC: 2/07/2015		1099: N		
		HEATER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	16.37
I-228892		BLOWER RENTAL-FD FAN	21.83			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		BLOWER RENTAL-FD FAN		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	21.83
I-229331		D303 BATTERY	6.52			
1/16/2015	AP	DUE: 2/15/2015 DISC: 2/15/2015		1099: N		
		D303 BATTERY		800 5-030-505	BATTERIES-NON VEHICLES	6.52
		=== VENDOR TOTALS ===	77.19			
01-00737 COFFEYVILLE ACE HARDWARE						
C-228290		RETURN FOAM STRIPS-CRMC PD	9.16CR			
1/09/2015	AP	DUE: 1/09/2015 DISC: 1/09/2015		1099: N		
		RETURN FOAM STRIPS-CRMC PD		010 5-023-610	BUILDING MAINTENANCE	9.16CR
I-227494		STARTER LOGS, LIGHTER	14.88			
1/05/2015	AP	DUE: 1/05/2015 DISC: 1/05/2015		1099: N		
		STARTER LOGS, LIGHTER		760 5-000-520	DEPT SUPPLIES	14.88
I-227529		PROPANE, TORCH HEAD TRIGGER	46.27			
1/05/2015	AP	DUE: 1/05/2015 DISC: 1/05/2015		1099: N		
		PROPANE		760 5-000-525	DRUGS & CHEMICALS	7.78
		TORCH HEAD TRIGGER		760 5-000-620	EQUIPMENT MAINTENANCE	38.49
I-227532		PIPE FITTINGS, ELBOWS, FILE	14.52			
1/05/2015	AP	DUE: 1/05/2015 DISC: 1/05/2015		1099: N		
		PIPE FITTINGS		900 5-037-555	PLUMBING SUPPLIES	3.55
		FILES		900 5-037-580	TOOLS	10.97
I-227649		BALL VALVE	9.77			
1/06/2015	AP	DUE: 1/06/2015 DISC: 1/06/2015		1099: N		
		BALL VALVE		900 5-026-555	PLUMBING SUPPLIES	9.77
I-227665		SPRAYER TANK	38.49			
1/06/2015	AP	DUE: 1/06/2015 DISC: 1/06/2015		1099: N		
		SPRAYER TANK		760 5-000-520	DEPT SUPPLIES	38.49
I-227771		QUICK LINK	2.99			
1/06/2015	AP	DUE: 1/06/2015 DISC: 1/06/2015		1099: N		
		QUICK LINK		370 5-000-620	EQUIPMENT MAINTENANCE	2.99

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01-00737 COFFEYVILLE ACE HARDWARE		(** CONTINUED **)				
I-227993		HEAT TAPE, INSULATED PIPE	54.75			
1/08/2015	AP	DUE: 1/08/2015 DISC: 1/08/2015		1099: N		
		HEAT TAPE, INSULATED PIPE		900 5-036-520	DEPT SUPPLIES	54.75
I-228005		DUPLICATE KEYS	5.52			
1/08/2015	AP	DUE: 1/08/2015 DISC: 1/08/2015		1099: N		
		DUPLICATE KEYS		370 5-000-520.02	DEPT. SUPPLIES-COURSE MA	5.52
I-228032		COUPLINGS, CONNECTORS, CAPS	35.24			
1/08/2015	AP	DUE: 1/08/2015 DISC: 1/08/2015		1099: N		
		COUPLINGS, CONNECTORS, CAPS		900 5-036-555	PLUMBING SUPPLIES	35.24
I-228213		DOOR SWEEP, FOAM STRIPS-CRMC	18.94			
1/09/2015	AP	DUE: 1/09/2015 DISC: 1/09/2015		1099: N		
		DOOR SWEEP, FOAM STRIPS-CRMC		010 5-023-610	BUILDING MAINTENANCE	18.94
I-228231		BIT, FOAM STRIPS-CRMC PD	15.00			
1/09/2015	AP	DUE: 1/09/2015 DISC: 1/09/2015		1099: N		
		BIT, FOAM STRIPS-CRMC PD		010 5-023-610	BUILDING MAINTENANCE	15.00
I-228276		FOAM STRIPS-CRMC PD	6.58			
1/09/2015	AP	DUE: 1/09/2015 DISC: 1/09/2015		1099: N		
		FOAM STRIPS-CRMC PD		010 5-023-610	BUILDING MAINTENANCE	6.58
I-228305		BALL VALVE, PLUGS-#4 BLR HEAT	73.73			
1/09/2015	AP	DUE: 1/09/2015 DISC: 1/09/2015		1099: N		
		BALL VALVE, PLUGS-#4 BLR HEAT		800 5-030-620	EQUIPMENT MAINTENANCE	73.73
I-228770		SCREWS, BITS	14.78			
1/13/2015	AP	DUE: 1/13/2015 DISC: 1/13/2015		1099: N		
		SCREWS, BITS		010 5-071-520	DEPT SUPPLIES	14.78
I-228943		80# CONCRETE MIX, BITS, SCREW	51.23			
1/14/2015	AP	DUE: 1/14/2015 DISC: 1/14/2015		1099: N		
		80# CONCRETE MIX X 5		900 5-027-510	CEMENT & ASPHALT	21.45
		BIT, SCREWS		900 5-027-520	DEPT SUPPLIES	29.78
I-228974		80# CONCRETE MIX X 20	85.80			
1/14/2015	AP	DUE: 1/14/2015 DISC: 1/14/2015		1099: N		
		80# CONCRETE MIX X 20		900 5-027-510	CEMENT & ASPHALT	85.80
I-229077		TORPEDO LEVEL	6.49			
1/15/2015	AP	DUE: 1/15/2015 DISC: 1/15/2015		1099: N		
		TORPEDO LEVEL		010 5-163-580	TOOLS	6.49
I-229160		LOPPER, KNOB, LOCK	97.97			
1/15/2015	AP	DUE: 1/15/2015 DISC: 1/15/2015		1099: N		
		DOOR KNOB, LOCK		010 5-163-520	DEPT SUPPLIES	65.98
		LOPPER BYPASS		010 5-163-580	TOOLS	31.99

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01-00737 COFFEYVILLE ACE HARDWARE (** CONTINUED **)

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
I-229710		GRINDING WHEEL	5.49			
1/20/2015	AP	DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
		GRINDING WHEEL		370 5-000-520.02	DEPT. SUPPLIES-COURSE MA	5.49
I-229900		ELBOWS	4.78			
1/21/2015	AP	DUE: 1/21/2015 DISC: 1/21/2015		1099: N		
		ELBOWS		900 5-027-555	PLUMBING SUPPLIES	4.78
I-229904		BATTERIES, GASKET, RPR KIT	21.06			
1/21/2015	AP	DUE: 1/21/2015 DISC: 1/21/2015		1099: N		
		GASKET, REPAIR KIT		900 5-037-555	PLUMBING SUPPLIES	4.78
		D, AAA BATTERIES		900 5-037-505	BATTERIES-NON VEHICLES	16.28
I-229910		FITTINGS, VALVE, PVC PRIMER	35.44			
1/21/2015	AP	DUE: 1/21/2015 DISC: 1/21/2015		1099: N		
		FITTINGS, VALVE, PVC PRIMER		900 5-037-555	PLUMBING SUPPLIES	35.44
I-229948		SPARK PLUGS	1.99			
1/21/2015	AP	DUE: 1/21/2015 DISC: 1/21/2015		1099: N		
		SPARK PLUGS		370 5-000-620	EQUIPMENT MAINTENANCE	1.99
I-229972		COUPLING	4.78			
1/21/2015	AP	DUE: 1/21/2015 DISC: 1/21/2015		1099: N		
		COUPLING		900 5-036-555	PLUMBING SUPPLIES	4.78
I-230104		MARKER, PENCIL	3.18			
1/22/2015	AP	DUE: 1/22/2015 DISC: 1/22/2015		1099: N		
		MARKER, PENCIL		010 5-163-520	DEPT SUPPLIES	3.18
I-230504		DUPLICATE KEYS	2.74			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		DUPLICATE KEYS		010 5-018-520	DEPT SUPPLIES	2.74
I-230535		PAINT FOR TEE MARKERS	136.95			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		PAINT FOR TEE MARKERS		370 5-000-520.03	DEPT. SUPPLIES-AMMENITIE	136.95
I-230554		WALL SOAP DISH X 3	8.07			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		WALL SOAP DISH X 3		010 5-163-520	DEPT SUPPLIES	8.07
I-230601		KEYBLANK PADLOCK	4.14			
1/26/2015	AP	DUE: 1/26/2015 DISC: 1/26/2015		1099: N		
		KEYBLANK PADLOCK		010 5-023-520	DEPT SUPPLIES	4.14
I-230872		CHIMFEX FIRE SUPPRESSANT	57.98			
1/27/2015	AP	DUE: 1/27/2015 DISC: 1/27/2015		1099: N		
		CHIMFEX FIRE SUPPRESSANT		010 5-041-520	DEPT SUPPLIES	57.98

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01-00737 COFFEYVILLE ACE HARDWARE (** CONTINUED **)						
I-230944		SINK AUGER, POP-UP	39.68			
1/28/2015	AP	DUE: 1/28/2015 DISC: 1/28/2015		1099: N		
		SINK AUGER, POP-UP		900 5-036-555	PLUMBING SUPPLIES	39.68
I-231075		VALVE	19.99			
1/28/2015	AP	DUE: 1/28/2015 DISC: 1/28/2015		1099: N		
		VALVE		010 5-041-680	VEHICLE-PARTS	19.99
I-231122		WALL DISH SOAP	5.38			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		WALL DISH SOAP		010 5-163-520	DEPT SUPPLIES	5.38
I-231126		DOOR LOCK	14.99			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		DOOR LOCK		360 5-000-520	DEPT SUPPLIES	14.99
I-231312		PIPE, JOINT PASTE	7.95			
1/30/2015	AP	DUE: 1/30/2015 DISC: 1/30/2015		1099: N		
		PIPE, JOINT PASTE		010 5-071-520	DEPT SUPPLIES	7.95
		=== VENDOR TOTALS ===	958.38			
01-00770 COFFEYVILLE AREA CHAMBER OF CO						
I-3251		2015 ANNUAL DUES	1,200.00			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		2015 ANNUAL DUES 1/3		010 5-012-444	DUES/SUBSCRIPTION/PUBLIC	400.00
		2015 ANNUAL DUES 1/3		010 5-014-444	DUES/SUBSCRIPTION/PUBLIC	400.00
		2015 ANNUAL DUES 1/3		010 5-015-444	DUES/SUBSCRIPTION/PUBLIC	400.00
		=== VENDOR TOTALS ===	1,200.00			
01-00800 COFFEYVILLE CONCRETE COMPANY						
I-129644		26.75 CY CONCRETE	2,279.25			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		14.50 CY CONCRETE		010 5-163-510	CEMENT & ASPHALT	991.25
		4.25 CY CONCRETE-2ND & UNION		010 5-092-510	CEMENT & ASPHALT	408.00
		8 CY CONCRETE		900 5-026-510	CEMENT & ASPHALT	880.00
		=== VENDOR TOTALS ===	2,279.25			

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01-00840 COFFEYVILLE DOCTORS CLINIC PA						
I-201502161820		DRUG SCREEN, PHYSICAL	198.00			
2/08/2015	AP	DUE: 3/10/2015 DISC: 3/10/2015		1099: N		
		PRE-EMPLOYMENT PHYSICAL		010 5-023-478	PROFESSIONAL SERVICES	150.00
		POST-ACCIDENT DRUG SCREEN		010 5-163-478	PROFESSIONAL SERVICES	48.00
		=== VENDOR TOTALS ===	198.00			
01-00860 COFFEYVILLE FAMILY PRACTICE CL						
I-201502121795		POST-ACCIDENT DRUG SCREEN	20.00			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		POST-ACCIDENT DRUG SCREEN		010 5-023-478	PROFESSIONAL SERVICES	20.00
		=== VENDOR TOTALS ===	20.00			
01-00877 COFFEYVILLE FRIENDS OF ANIMALS						
I-42586		3/15 SHELTER OPERATING EXPENS	1,500.00			
2/11/2015	AP	DUE: 2/11/2015 DISC: 2/11/2015		1099: N		
		3/15 SHELTER OPERATING EXPENSE		010 5-025-424	CONTRACTUAL AGREEMENTS	1,500.00
		=== VENDOR TOTALS ===	1,500.00			
01-00930 COFFEYVILLE JOURNAL						
I-0107128		G-14-05 SUNDAY ALCOHOL SALES	32.40			
1/07/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		G-14-05 SUNDAY ALCOHOL SALES		010 5-131-482	PUBLIC NOTICES	32.40
I-0117266		NOTICE-ELECTRIC UTILITY BONDS	61.20			
1/17/2015	AP	DUE: 2/16/2015 DISC: 2/16/2015		1099: N		
		NOTICE-ELECTRIC UTILITY BONDS		810 5-030-482	PUBLIC NOTICES	61.20
I-0124378		BID PROPOSAL-INSURANCE RNWL	18.00			
1/24/2015	AP	DUE: 2/23/2015 DISC: 2/23/2015		1099: N		
		BID PROPOSAL-INSURANCE RNWL		010 5-131-482	PUBLIC NOTICES	18.00
I-0131425		4TH QTR 2014 TREASURER REPORT	187.20			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		4TH QTR 2014 TREASURER REPORT		010 5-016-482	PUBLIC NOTICES	187.20
I-201502101790		ADVERTISING FOR GOLF COURSE	24.00			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		ADVERTISING FOR GOLF COURSE		370 5-000-482	PUBLIC NOTICES	24.00
		=== VENDOR TOTALS ===	322.80			

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01-01000 COFFEYVILLE REGIONAL MEDICAL C						
I-42587		3/15 FACILITY LEASE	750.00			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		3/15 FACILITY LEASE		520 5-350-424	CONTRACTUAL AGREEMENTS	750.00
		=== VENDOR TOTALS ===	750.00			
01-52150 COMPENSATING USE TAX						
I-201502131810		1/15 COMPENSATING USE TAX	1,045.45			
2/13/2015	AP	DRAFT CK# 000000 2/24/2015		1099: N		
		1/15 COMPENSATING USE TAX		810 5-020-860	POLES	937.60
		1/15 COMPENSATING USE TAX		800 5-030-530	ELECTRICAL	21.47
		1/15 COMPENSATING USE TAX		800 5-030-570	SAFETY EQUIPMENT	19.69
		1/15 COMPENSATING USE TAX		800 5-020-580	TOOLS	66.69
		=== VENDOR TOTALS ===	1,045.45			
01-52222 CONRAD FIRE EQUIPMENT, INC.						
I-497186		100W/12VDC SIREN	345.36			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		100W/12VDC SIREN		010 5-041-570	SAFETY EQUIPMENT	345.36
		=== VENDOR TOTALS ===	345.36			
01-57405 COX BUSINESS SERVICES						
I-201502121796		ELECTRIC ADMIN TELEPHONE SVC	36.11			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		ELECTRIC ADMIN TELEPHONE SVC		800 5-040-416	COMMUNICATIONS	36.11
I-201502121797		2/15 SENIOR CENTER CABLE	27.51			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		2/15 SENIOR CENTER CABLE		010 5-133-448	EQUIPMENT-RENTAL/SERVICE	27.51
I-201502181835		CEMETERY TELEPHONE SERVICE	14.61			
2/13/2015	AP	DUE: 3/15/2015 DISC: 3/15/2015		1099: N		
		CEMETERY TELEPHONE SERVICE		010 5-163-416	COMMUNICATIONS	14.61
		=== VENDOR TOTALS ===	78.23			

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01-01175 DIGITAL CONNECTIONS, INC.						
I-33905		PD MAINTENANCE AGRMNT, COPIES	14.04			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		PD MAINTENANCE AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	14.04
I-34614		DISPATCH MAINT AGRMNT, COPIES	73.38			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		DISPATCH MAINT AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	73.38
I-34655		ED, PP MAINT AGRMNT, COPIES	114.65			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		ED MAINT AGREEMENT, COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	52.61
		PP MAINT AGREEMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	62.04
I-34664		PD MAINT AGRMNT, COPIES	17.38			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		PD MAINT AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	17.38
		=== VENDOR TOTALS ===	219.45			
01-52980 DIVERSIFIED ELECTRIC SUPPLY CO						
I-434882		15 KVA TRANSFORMER	1,002.00			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		15 KVA TRANSFORMER		800 5-020-870	TRANSFORMERS	1,002.00
		=== VENDOR TOTALS ===	1,002.00			
01-53081 DUNCAN & ALLEN						
I-24593		1/15 NEW GENERATION LEGAL SVC	20,744.44			
2/12/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		1/15 NEW GENERATION LEGAL SVCS		810 5-030-478	PROF/PROJECT SERVICES	20,744.44
		=== VENDOR TOTALS ===	20,744.44			
01-01325 EISELE'S						
I-201502171829		UPS - SIREN REPAIR	13.93			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		UPS - SIREN REPAIR		010 5-041-550	OFFICE SUPPLIES	13.93
		=== VENDOR TOTALS ===	13.93			

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01-53283 ENDUROSCOPE, INC.						
I-4457		LENS ASSEMBLY	90.10			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		LENS ASSEMBLY		010 5-017-520	DEPT SUPPLIES	90.10
		=== VENDOR TOTALS ===	90.10			
01-53338 ETS CORPORATION						
I-4BFE4AE9		CREDIT CARD MACHINE PAPER	60.80			
1/30/2015	AP	DUE: 1/30/2015 DISC: 1/30/2015		1099: N		
		CREDIT CARD MACHINE PAPER		370 5-000-550	OFFICE SUPPLIES	60.80
		=== VENDOR TOTALS ===	60.80			
01-53435 FASTENAL COMPANY						
I-KSCOF79369		SCREW ANCHOR SHACKLE	9.22			
1/14/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		SCREW ANCHOR SHACKLE		900 5-037-520	DEPT SUPPLIES	9.22
I-KSCOF79598		SCREW SHACKLES, REM THREADLOC	54.11			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		SCREW SHACKLES, REM THREADLOCK		010 5-163-520	DEPT SUPPLIES	54.11
I-KSCOF79617		AAA BATTERY X 24	16.73			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		AAA BATTERY X 24		010 5-163-505	BATTERIES-NON VEHICLES	16.73
I-KSCOF79620		GLOVES X 5, HACKSAW	55.21			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		GLOVES X 5		010 5-163-515	CLOTHING	28.68
		HACKSAW		010 5-163-580	TOOLS	26.53
I-KSCOF79634		MECHANICS TOOL SET FOR WTP	1,025.77			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		MECHANICS TOOL SET FOR WTP		900 5-036-580	TOOLS	1,025.77
I-KSCOF79637		QUIK MARK X 12, MARK PAINT X	51.32			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		QUIK MARK X 12, MARK PAINT X 6		010 5-163-520	DEPT SUPPLIES	51.32
I-KSCOF79672		MARKING PAINT FOR LOCATES	375.55			
2/11/2015	AP	DUE: 3/13/2015 DISC: 3/13/2015		1099: N		
		MARKING PAINT FOR LOCATES		800 5-020-520	DEPT SUPPLIES	375.55
I-KSCOF79673		SELF TAPPING SCREWS	14.74			
2/11/2015	AP	DUE: 3/13/2015 DISC: 3/13/2015		1099: N		
		SELF TAPPING SCREWS		010 5-041-520	DEPT SUPPLIES	14.74
		=== VENDOR TOTALS ===	1,602.65			

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01-53474 FERGUSON ENTERPRISES, INC.						
I-0454374		3/4" POLY TUBING	105.00			
2/05/2015	AP	DUE: 2/05/2015 DISC: 2/05/2015		1099: N		
		3/4" POLY TUBING		900 5-026-855	PIPE	105.00
I-0454854		3" PLUGS FOR SEWER	257.50			
2/05/2015	AP	DUE: 2/05/2015 DISC: 2/05/2015		1099: N		
		3" PLUGS FOR SEWER		900 5-027-850	OTHER EQUIP	257.50
I-0455462		TUBING, CLAMPS, HAND PUMPS	1,221.27			
2/05/2015	AP	DUE: 2/05/2015 DISC: 2/05/2015		1099: N		
		1" POLY TUBING		900 5-026-855	PIPE	210.00
		REPAIR CLAMPS, COUPLINGS		900 5-026-555	PLUMBING SUPPLIES	907.20
		HAND PUMPS		900 5-026-580	TOOLS	104.07
		=== VENDOR TOTALS ===	1,583.77			
01-53605 FORT BEND SERVICES, INC.						
I-0194028-IN		SLUDGE POLYMER	2,025.00			
1/27/2015	AP	DUE: 2/26/2015 DISC: 2/26/2015		1099: N		
		SLUDGE POLYMER		900 5-037-525	DRUGS & CHEMICALS	2,025.00
		=== VENDOR TOTALS ===	2,025.00			
01-53631 FOUR POINTS MANHATTAN KANSAS						
I-RT129		HOTEL-KASTLER-KGIA CONFERENCE	352.36			
2/13/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		HOTEL-KASTLER-KGIA CONFERENCE		010 5-023-490	TRAVEL EXPENSE REIMBURSE	352.36
		=== VENDOR TOTALS ===	352.36			
01-01410 FOUR STATE MAINTENANCE SUPPLY,						
I-499477		TRIGGER SPRAYER, BOTTLE	8.26			
1/13/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		TRIGGER SPRAYER, BOTTLE		010 5-163-520	DEPT SUPPLIES	8.26
I-500077		WIPES, LINERS, TOWELS	217.34			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		WIPES, LINERS, TOWELS		010 5-023-520	DEPT SUPPLIES	217.34
I-500443		AEROSOL SCENT X 6	20.70			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		AEROSOL SCENT X 6		010 5-163-520	DEPT SUPPLIES	20.70

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01-01410 FOUR STATE MAINTENANCE SUPPLY,(** CONTINUED **)						
I-500488		TISSUE	32.50			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		TISSUE		370 5-000-520.01	DEPT. SUPPLIES-PRO SHOP	32.50
I-500492		TISSUE	27.50			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		TISSUE		010 5-041-520	DEPT SUPPLIES	27.50
I-500679		PAPER TOWELS, TRASH LINERS	72.31			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		PAPER TOWELS, TRASH LINERS		800 5-030-520	DEPT SUPPLIES	72.31
I-500795		ROLL TOWEL X 2	42.42			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		ROLL TOWEL X 2		010 5-163-520	DEPT SUPPLIES	42.42
I-500876		SCENTED AEROSOL X 2	7.56			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		SCENTED AEROSOL X 2		900 5-026-520	DEPT SUPPLIES	7.56
I-500879		E-Z- REACHER, MOPS X 4	95.44			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		E-Z- REACHER, MOPS X 4		800 5-030-520	DEPT SUPPLIES	95.44
I-500889		BOLT X 16, BIT X 2	28.00			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		BOLT X 16, BIT X 2		010 5-163-520	DEPT SUPPLIES	28.00
I-500893		LAUNDRY DETERGENT	13.55			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		LAUNDRY DETERGENT		010 5-041-520	DEPT SUPPLIES	13.55
I-500894		CLEANSER, STYROFOAM CUPS	77.71			
2/05/2015	AP	DUE: 3/07/2015 DISC: 3/07/2015		1099: N		
		CLEANSER, STYROFOAM CUPS		800 5-020-520	DEPT SUPPLIES	77.71
I-500955		POP-UP TOWELS X 2	60.16			
2/05/2015	AP	DUE: 3/07/2015 DISC: 3/07/2015		1099: N		
		POP-UP TOWELS X 2		010 5-163-520	DEPT SUPPLIES	60.16
I-501152		URINAL TRAP KIT	45.88			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		URINAL TRAP KIT		010 5-163-555	PLUMBING SUPPLIES	45.88
I-501337		POP-UP TOWEL X 3	90.24			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		POP-UP TOWEL X 3		900 5-036-520	DEPT SUPPLIES	90.24
		=== VENDOR TOTALS ===	839.57			

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01-53732 FRONTIER INTERNATIONAL TRUCKS,						
I-926118		BRAKE ADJUSTER X 2	196.16			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		BRAKE ADJUSTER X 2		010 5-163-680	VEHICLE-PARTS	196.16
I-926203		BRAKE PADS, BRAKE ADJUSTERS	349.92			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		BRAKE PADS, BRAKE ADJUSTERS		010 5-163-680	VEHICLE-PARTS	349.92
I-926304		BUSHING X 4	4.44			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		BUSHING X 4		010 5-163-680	VEHICLE-PARTS	4.44
		=== VENDOR TOTALS ===	550.52			
01-53743 G & G DOZER LLC						
I-6669		40 YD ROLL OFF 312 W 12TH	375.00			
1/21/2015	AP	DUE: 2/20/2015 DISC: 2/20/2015		1099: N		
		40 YD ROLL OFF 312 W 12TH		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
I-6678		30 YD ROLL OFF 7 ADDRESSES	300.00			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		9 E 3RD		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		915 W 8TH		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
		1414 W 9TH		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		206 S MAPLE		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		208 S MAPLE		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		204 W ELDRIDGE		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
		1315 S BUCKEYE		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
I-6679		30 YD ROLL OFF 4 ADDRESSES	300.00			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		603 S BEECH		700 5-000-424	CONTRACTUAL AGREEMENTS	150.00
		1504 S ELM		700 5-000-424	CONTRACTUAL AGREEMENTS	75.00
		210 W 2ND		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		901 W 9TH		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
I-6681		30 YD ROLL OFF 6 ADDRESSES	300.00			
1/22/2015	AP	DUE: 2/21/2015 DISC: 2/21/2015		1099: N		
		506 W 3RD		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00
		306 W 3RD		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		1528 S MAPLE		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
		304 S WALNUT		700 5-000-424	CONTRACTUAL AGREEMENTS	25.00
		8 E STERLING		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00
		1106 W 12TH		700 5-000-424	CONTRACTUAL AGREEMENTS	50.00

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01-53743 G & G DOZER LLC		(** CONTINUED **)				
I-6689		40 YD PU/RESET TREE DUMP	375.00			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		40 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
I-6702		40 YD PU/RESET TREE DUMP	400.00			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		40 YD PU/RESET TREE DUMP		700 5-000-424	CONTRACTUAL AGREEMENTS	400.00
		=== VENDOR TOTALS ===	2,050.00			
01-53800 GALLS, LLC						
I-003053919		UNIFORM SHIRTS, PANTS	579.98			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		UNIFORM SHIRTS, PANTS		010 5-023-515	CLOTHING	579.98
I-003098181		DUTY HOLSTER	93.98			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		DUTY HOLSTER		010 5-023-515	CLOTHING	93.98
I-003123123		SAFARILAND HOLSTER	141.93			
2/13/2015	AP	DUE: 3/15/2015 DISC: 3/15/2015		1099: N		
		SAFARILAND HOLSTER		010 5-023-515	CLOTHING	141.93
		=== VENDOR TOTALS ===	815.89			
01-54000 GOVERNMENT FINANCE OFFICERS AS						
I-201502131815		2015 DUES - S. RICHARDSON	190.00			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		2015 DUES - S. RICHARDSON		010 5-014-444	DUES/SUBSCRIPTION/PUBLIC	190.00
		=== VENDOR TOTALS ===	190.00			
01-54017 GRAND RIVER DAM AUTHORITY						
I-33,677		1/15 POWER PURCHASE	3,763,226.68			
2/09/2015	AP	DRAFT CK# 000000 2/20/2015		1099: N		
		1/15 POWER PURCHASE-LINDE		800 5-070-538	ENERGY-PURCHASE FIRM	2,723,321.74
		1/15 POWER PURCHASE-CITY		800 5-030-538	ENERGY-PURC. FIRM	1,039,889.94
		WIRE FEE		800 5-030-478	PROF/PROJECT SERVICES	15.00
		=== VENDOR TOTALS ===	3,763,226.68			

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01-54032 GRAYBAR ELECTRIC COMPANY, INC.						
I-977074212		12 FT HOTSTICK W/CANNISTER X	597.68			
1/29/2015	AP	DUE: 1/29/2015 DISC: 1/29/2015		1099: N		
		12 FT HOTSTICK W/CANNISTER X 2		800 5-020-850	OTHER EQUIP	597.68
		=== VENDOR TOTALS ===	597.68			
01-54240 HARCROS CHEMICALS, INC.						
I-060066906		AQUA AMMONIA	706.80			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		AQUA AMMONIA		900 5-036-525	DRUGS & CHEMICALS	706.80
		=== VENDOR TOTALS ===	706.80			
01-60222 HD SUPPLY WATERWORKS, LTD.						
I-D498341		1" METER SETTER X 2	635.00			
2/09/2015	AP	DUE: 2/09/2015 DISC: 2/09/2015		1099: N		
		1" METER SETTER X 2		900 5-026-840	METERS/INSTR/TRANFRMRS	635.00
I-D506527		TAPPING SLEEVE	453.35			
1/30/2015	AP	DUE: 1/30/2015 DISC: 1/30/2015		1099: N		
		TAPPING SLEEVE		900 5-026-555	PLUMBING SUPPLIES	453.35
I-D510266		METER RING, LID	184.00			
2/09/2015	AP	DUE: 2/09/2015 DISC: 2/09/2015		1099: N		
		METER RING, LID		900 5-026-840	METERS/INSTR/TRANFRMRS	184.00
		=== VENDOR TOTALS ===	1,272.35			
01-01750 HEYMANN IRON & METAL						
I-0014653		30' IRON FOR CHIPPER STANDS	33.00			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		30' IRON FOR CHIPPER STANDS		010 5-163-520	DEPT SUPPLIES	33.00
I-0014706		IRON TO MAKE HEATER STAND	148.80			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		IRON TO MAKE HEATER STAND		800 5-030-520	DEPT SUPPLIES	148.80
		=== VENDOR TOTALS ===	181.80			

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01-01770 HILLCREST GOLF COURSE PETTY CA						
I-1187		6 CASES BEER FROM LDF	118.20			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		6 CASES BEER FROM LDF		370 5-000-506	BEER-GOLF COURSE	118.20
		=== VENDOR TOTALS ===	118.20			
01-54392 HILTI, INC.						
I-4605312065		CUTOFF TOOL, IMPACT WRENCH	664.41			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		CUTOFF TOOL, IMPACT WRENCH		800 5-020-580	TOOLS	664.41
		=== VENDOR TOTALS ===	664.41			
01-54660 HY-FLO EQUIPMENT COMPANY						
I-111194		PRESS WASHER SWITCH, WAND	127.00			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		PRESS WASHER SWITCH, WAND		010 5-025-620	EQUIPMENT MAINTENANCE	127.00
		=== VENDOR TOTALS ===	127.00			
01-54685 IBT, INC.						
I-6482112		MOWER BORE SEAL X 6	57.45			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		MOWER BORE SEAL X 6		010 5-163-620	EQUIPMENT MAINTENANCE	57.45
I-6484858		SEALS FOR CT #4 REPAIRS	133.30			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		SEALS FOR CT #4 REPAIRS		800 5-030-620	EQUIPMENT MAINTENANCE	133.30
		=== VENDOR TOTALS ===	190.75			
01-54951 INNOVATIVE FLUID POWER						
I-1199609		AIR REGISTER VALVES-BLR #4 RP	538.40			
1/09/2015	AP	DUE: 1/09/2015 DISC: 1/09/2015		1099: N		
		AIR REGISTER VALVES-BLR #4 RPR		800 5-030-620	EQUIPMENT MAINTENANCE	538.40
		=== VENDOR TOTALS ===	538.40			

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01-01530 JAMES E. BARNARD						
I-746392		CLEAN, REPAIR RADIATOR	345.00			
1/11/2015	AP	DUE: 2/10/2015 DISC: 2/10/2015		1099: N		
		CLEAN, REPAIR RADIATOR		010 5-163-620	EQUIPMENT MAINTENANCE	345.00
		=== VENDOR TOTALS ===	345.00			
01-02958 JAROD WARD						
I-201502131812		LUNCH-BVILLE-PICK UP TENSIONE	10.00			
2/12/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		LUNCH-BVILLE-PICK UP TENSIONER		800 5-020-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	10.00			
01-01843 JASON KASTLER						
I-201502161821		MEALS-WICHITA-KGIA CONFERENCE	128.00			
2/13/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		MEALS-WICHITA-KGIA CONFERENCE		010 5-023-490	TRAVEL EXPENSE REIMBURSE	128.00
I-201502181840		FUEL-MANHATTAN-KGIA CONFRNC	36.21			
2/13/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		FUEL-MANHATTAN-KGIA CONFRNC		010 5-023-490	TRAVEL EXPENSE REIMBURSE	36.21
		=== VENDOR TOTALS ===	164.21			
01-01642 JON'S TIRE & WHEEL LLC						
I-26828		MOUNT, DISPOSAL X 2	44.00			
2/09/2015	AP	DUE: 2/09/2015 DISC: 2/09/2015		1099: N		
		MOUNT, DISPOSAL X 2		010 5-023-575	TIRES & TUBES	44.00
		=== VENDOR TOTALS ===	44.00			
01-55167 JWC ENVIRONMENTAL LLC						
I-63491		REPLACEMENT AUGER MONSTER	29,866.00			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		REPLACEMENT AUGER MONSTER		910 5-651-850	OTHER EQUIP	29,866.00
		=== VENDOR TOTALS ===	29,866.00			

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01-55567 KANSAS DEPARTMENT OF COMMERCE						
I-201502181836		RURAL CNFRNC RGSTRN-GRIMMETT	75.00			
2/18/2015	AP	DUE: 2/18/2015 DISC: 2/18/2015		1099: N		
		RURAL CNFRNC RGSTRN-GRIMMETT		010 5-012-428	CONFERENCES-SCHOOLS	75.00
I-201502181837		RURAL CNFRNC RGSTRN-PURDON	75.00			
2/18/2015	AP	DUE: 2/18/2015 DISC: 2/18/2015		1099: N		
		RURAL CNFRNC RGSTRN-PURDON		010 5-012-428	CONFERENCES-SCHOOLS	75.00
		=== VENDOR TOTALS ===	150.00			
01-55600 KANSAS DEPARTMENT OF HEALTH &						
I-201502121798		C20-1471-01 P & I	47,446.48			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		C20-1471-01 PRINCIPAL		920 5-813-920	BONDS-PRINCIPAL	40,662.20
		C20-1471-01 INTEREST		920 5-813-910	BONDS-INTEREST	6,784.28
I-201502121799		C20-1252-01 P & I	296,881.17			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		C20-1252-01 PRINCIPAL		920 5-813-920	BONDS-PRINCIPAL	246,698.74
		C20-1252-01 INTEREST		920 5-813-910	BONDS-INTEREST	50,182.43
I-201502121800		C20-1252-02 P & I	104,486.29			
1/20/2015	AP	DUE: 2/19/2015 DISC: 2/19/2015		1099: N		
		C20-1252-02 PRINCIPAL		920 5-813-920	BONDS-PRINCIPAL	89,546.00
		C20-1252-02 INTEREST		920 5-813-910	BONDS-INTEREST	14,940.29
		=== VENDOR TOTALS ===	448,813.94			
01-55606 KANSAS DEPARTMENT OF HEALTH &						
I-201502121801		CLASS 1 AIR OPERATING RENEWAL	408.00			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		CLASS 1 AIR OPERATING RENEWAL		800 5-030-486	TAXES,LICENSES,PERMITS	408.00
		=== VENDOR TOTALS ===	408.00			
01-55610 KANSAS DEPARTMENT OF REVENUE						
I-201502131811		1/15 HGC SALES TAX	226.75			
2/13/2015	AP	DRAFT CK# 000000 2/24/2015		1099: N		
		1/15 HGC SALES TAX		370 5-000-486	TAXES,LICENSES,PERMITS	226.75
		=== VENDOR TOTALS ===	226.75			

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01-55620 KANSAS DEPARTMENT OF REVENUE						
C-42608-3		AMENDED TAX 12/12, 1/13, 8/13	3,413.65CR			
1/31/2015	AP	DRAFT CK# 000000 2/24/2015		1099: N		
		AMENDED TAX 12/12, 1/13, 8/13		210 5-000-486	TAXES,LICENSES,PERMITS	3,413.65CR
I-42608-1		1/15 STATE, CITY TAX	64,036.07			
1/31/2015	AP	DRAFT CK# 000000 2/24/2015		1099: N		
		1/15 STATE TAX		210 5-000-486	TAXES,LICENSES,PERMITS	45,098.71
		1/15 CITY TAX		210 5-000-486	TAXES,LICENSES,PERMITS	18,937.36
I-42608-2		2/15 ESTIMATED STATE, CITY TA	1,000.00			
1/31/2015	AP	DRAFT CK# 000000 2/24/2015		1099: N		
		2/15 ESTIMATED STATE TAX		210 5-000-486	TAXES,LICENSES,PERMITS	500.00
		2/15 ESTIMATED CITY TAX		210 5-000-486	TAXES,LICENSES,PERMITS	500.00
		=== VENDOR TOTALS ===	61,622.42			
01-55700 KANSAS HIGHWAY PATROL						
I-6185901 - 6185925		KHP VINS	48.00			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	48.00
I-6185926 - 6185950		KHP VINS	48.00			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	48.00
		=== VENDOR TOTALS ===	96.00			
01-59252 KANSAS SECURED TITLE AND ABSTR						
I-5134369		1720 ELMWOOD TITLE SEARCH	75.00			
2/16/2015	AP	DUE: 2/16/2015 DISC: 2/16/2015		1099: N		
		1720 ELMWOOD TITLE SEARCH		700 5-000-424	CONTRACTUAL AGREEMENTS	75.00
I-5134386		BZA-2015-01 ACME	60.00			
2/12/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		BZA-2015-01 ACME		010 5-132-478	PROFESSIONAL SERVICES	60.00
		=== VENDOR TOTALS ===	135.00			
01-59960 KANSAS STATE TREASURER						
I-201502121802		1/15 FEES, SURCHARGES	874.00			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		1/15 JUDICIAL BRANCH FUND		010 5-013-460	PAYMENTS TO STATE AGCY	18.96
		1/15 LAW ENFRCMNT TRAINING		010 5-013-460	PAYMENTS TO STATE AGCY	758.54
		1/15 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGCY	96.50
		=== VENDOR TOTALS ===	874.00			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-56035 KIRBY-SMITH MACHINERY, INC.						
I-PSO114027-1		DOOR GLASS, ROLLERS, TRACK	1,495.73			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		DOOR GLASS, ROLLER		010 5-163-620	EQUIPMENT MAINTENANCE	862.63
		ROLLER, TRACK		010 5-163-620	EQUIPMENT MAINTENANCE	633.10
		=== VENDOR TOTALS ===	1,495.73			
01-00416 KURT TAYLOR						
I-201502131813		LUNCH-BVILLE-PICK UP TENSIONE	10.00			
2/12/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		LUNCH-BVILLE-PICK UP TENSIONER		800 5-020-490	TRAVEL EXPENSE REIMBURSE	10.00
I-201502131816		LUNCH-BVILLE-RETURN TENSIONER	10.00			
2/13/2015	AP	DUE: 2/13/2015 DISC: 2/13/2015		1099: N		
		LUNCH-BVILLE-RETURN TENSIONER		800 5-020-490	TRAVEL EXPENSE REIMBURSE	10.00
I-201502161822		LINEMAN BOOT REIMBURSEMENT	302.00			
2/16/2015	AP	DUE: 2/16/2015 DISC: 2/16/2015		1099: N		
		LINEMAN BOOT REIMBURSEMENT		800 5-020-515	CLOTHING	302.00
		=== VENDOR TOTALS ===	322.00			
01-00420 KWIN BROMLEY						
I-201502121803		REIMBURSE UPS SHIPPING-MRAP	48.78			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		REIMBURSE UPS SHIPPING-MRAP		010 5-023-550	OFFICE SUPPLIES	48.78
		=== VENDOR TOTALS ===	48.78			
01-02190 LIEBERT BROTHERS ELECTRIC COMP						
I-201502121804		UV LIGHT	9.75			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		UV LIGHT		010 5-023-520	DEPT SUPPLIES	9.75
		=== VENDOR TOTALS ===	9.75			
01-02430 MED-ECON PHARMACY						
I-201502171824		UPS SHIPPING CHARGE-ILLINOIS	2.00			
2/13/2015	AP	DUE: 3/15/2015 DISC: 3/15/2015		1099: N		
		UPS SHIPPING CHARGE-ILLINOIS		900 5-036-550	OFFICE SUPPLIES	2.00
		=== VENDOR TOTALS ===	2.00			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-56909 METRO COURIER, INC.						
I-0083510-IN		LAB TEST TO KDHE	13.15			
1/31/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	13.15
		=== VENDOR TOTALS ===	13.15			
01-57100 MIDWEST MINERALS, INC.						
I-129055		803.88 TON ROCK	5,733.08			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		803.88 TON ROCK		010 5-163-565	ROCK-SAND-DIRT	5,733.08
I-129056		143.09 TON ROCK FOR PD IMPOUN	1,015.94			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		143.09 TON ROCK FOR PD IMPOUND		010 5-023-565	ROCK-SAND-DIRT	1,015.94
I-129057		113.09 TON ROCK	890.09			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		113.09 TON ROCK		900 5-026-565	ROCK-SAND-DIRT	890.09
I-129058		3.31 TON CA-5 CRUSHED ROCK	34.08			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		3.31 TON CA-5 CRUSHED ROCK		800 5-020-565	ROCK-SAND-DIRT	34.08
		=== VENDOR TOTALS ===	7,673.19			
01-57280 MONTGOMERY COUNTY DEPARTMENT O						
I-000265		1/15 PRISONER BOARDING	60.00			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		1/15 PRISONER BOARDING		010 5-023-478	PROFESSIONAL SERVICES	60.00
		=== VENDOR TOTALS ===	60.00			
01-57320 MONTGOMERY COUNTY REGISTER OF						
I-201502121805		FILE DRAINAGE EASEMENT-FRESNO	20.00			
2/05/2015	AP	DUE: 3/07/2015 DISC: 3/07/2015		1099: N		
		FILE DRAINAGE EASEMENT-FRESNO		010 5-071-478	PROFESSIONAL SERVICES	20.00
		=== VENDOR TOTALS ===	20.00			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-52390 MONTGOMERY COUNTY TREASURER						
I-201502121806		TAG RENEWALS	3,926.50			
2/06/2015	AP	MANUAL CK# 003635 2/06/2015		1099: N		
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	212.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	65.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	48.00
		CITY TAG, REGISTRATION		010 5-163-486	TAXES,LICENSES,PERMITS	16.50
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	307.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	287.00
		CITY TAG, REGISTRATION		010 5-163-486	TAXES,LICENSES,PERMITS	16.50
		CITY TAG, REGISTRATION		010 5-163-486	TAXES,LICENSES,PERMITS	16.50
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	422.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	422.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	422.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	45.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	55.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	485.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	325.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	242.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	485.00
		TAG RENEWAL		800 5-020-486	TAXES,LICENSES,PERMITS	55.00
		=== VENDOR TOTALS ===	3,926.50			
01-57605 NATIONAL INTEGRATED PEST MANAG						
I-40700		PEST CONTROL - FD	45.00			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		PEST CONTROL - FD		010 5-041-424	CONTRACTUAL AGREEMENTS	45.00
I-40701		PEST CONTROL - CSC	35.00			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		PEST CONTROL - CSC		010 5-017-424	CONTRACTUAL AGREEMENTS	35.00
I-40702		PEST CONTROL - YAC	50.00			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		PEST CONTROL - YAC		140 5-134-424	CONTRACTUAL AGREEMENTS	50.00
		=== VENDOR TOTALS ===	130.00			
01-57825 NORTHERN SAFETY COMPANY, INC.						
I-901216259		FIRST AID KITS X 10 FOR TRUCK	179.50			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		FIRST AID KITS X 10 FOR TRUCKS		800 5-020-570	SAFETY EQUIPMENT	179.50
		=== VENDOR TOTALS ===	179.50			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-02720 O'REILLY AUTOMOTIVE, INC.						
I-0144-430722		CLEVIS PIN X 2, BRAKE POD X 2	67.88			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		CLEVIS PIN X 2, BRAKE POD X 2		010 5-163-680	VEHICLE-PARTS	67.88
I-0144-430829		FUEL, OIL, AIR FILTERS	74.43			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		FUEL, OIL, AIR FILTERS		800 5-020-680	VEHICLE-PARTS	74.43
I-0144-431018		WINTER WIPER BLADE X 6	55.86			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		WINTER WIPER BLADE X 6		010 5-163-590	VEHICLE-EQUIP SUPPLIES	55.86
I-0144-431061		OIL BATH SEAL	72.38			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		OIL BATH SEAL		010 5-163-680	VEHICLE-PARTS	72.38
I-0144-431886		CARBURETOR KIT	50.34			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		CARBURETOR KIT		010 5-163-680	VEHICLE-PARTS	50.34
I-0144-431963		TRAILER AIR CONNECTORS	6.44			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		TRAILER AIR CONNECTORS		010 5-163-680	VEHICLE-PARTS	6.44
I-0144-432086		FUEL FILTER	3.23			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		FUEL FILTER		010 5-163-680	VEHICLE-PARTS	3.23
I-0144-432129		BATTERY X 2, BATTERY BOX X 2	513.96			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		BATTERY X 2, BATTERY BOX X 2		010 5-023-850	OTHER EQUIP	513.96
I-0144-432171		HYDRAULIC HOSE, FITTINGS	48.48			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		HYDRAULIC HOSE, FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	48.48
I-0144-432603		FUEL FILTER, BRAKE LINE	7.36			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		FUEL FILTER, BRAKE LINE		010 5-163-680	VEHICLE-PARTS	7.36
I-0144-433405		FUSE ASSORTMENT	10.68			
2/17/2015	AP	DUE: 3/19/2015 DISC: 3/19/2015		1099: N		
		FUSE ASSORTMENT		720 5-000-680	VEHICLE - PARTS	10.68
		=== VENDOR TOTALS ===	911.04			

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--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-02700 O.K. ELECTRIC WORKS, INC.						
I-14666		EXHAUST FAN FOR PARK RESTRM	50.00			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		EXHAUST FAN FOR PARK RESTRM		010 5-163-610	BUILDING MAINTENANCE	50.00
		=== VENDOR TOTALS ===	50.00			
01-57980 ORTHOPAEDIC SURGICAL CENTER, I						
I-42588		3/15 LEASE - 1501 W 4TH	500.00			
2/11/2015	AP	DUE: 2/11/2015 DISC: 2/11/2015		1099: N		
		3/15 LEASE - 1501 W 4TH		520 5-350-424	CONTRACTUAL AGREEMENTS	500.00
		=== VENDOR TOTALS ===	500.00			
01-58037 PACE ANALYTICAL SERVICES, INC.						
I-156175584		LAB TEST FOR WWTP	128.00			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	128.00
I-156175602		LAB TEST FOR WWTP	405.00			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	405.00
I-156175616		LAB TEST FOR WWTP	145.00			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	145.00
I-156175629		LAB TEST FOR WWTP	145.00			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	145.00
I-156175783		LAB TEST FOR WWTP	128.00			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROF/PROJECT SERVICES	128.00
		=== VENDOR TOTALS ===	951.00			
01-58060 PARSONS SUN						
I-201502111791		ADVERTISING FOR GOLF COURSE	50.75			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		ADVERTISING FOR GOLF COURSE		370 5-000-482	PUBLIC NOTICES	50.75
		=== VENDOR TOTALS ===	50.75			

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01-58154 PEGGY L. BLAIR						
I-201502171831		1519 S ELM LOT CLEAN UP	350.00			
2/12/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		1519 S ELM LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	350.00
I-201502171832		1106 W 12TH LOT CLEAN UP	350.00			
2/12/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		1106 W 12TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	350.00
I-201502171833		1315 S BUCKEYE LOT CLEAN UP	800.00			
2/12/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		1315 S BUCKEYE LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	800.00
I-201502171834		204 W ELDRIDGE LOT CLEAN UP	375.00			
2/12/2015	AP	DUE: 2/12/2015 DISC: 2/12/2015		1099: N		
		204 W ELDRIDGE LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
		=== VENDOR TOTALS ===	1,875.00			
01-58180 PEREGRINE CORPORATION						
I-947854		INFORMATIONAL BROCHURES	1,567.72			
1/01/2015	AP	DUE: 1/01/2015 DISC: 1/01/2015		1099: N		
		INFORMATIONAL BROCHURES		180 5-210-482	PUBLIC NOTICES	1,567.72
I-954451		1/20/15 LATE NOTICES	256.60			
1/27/2015	AP	DUE: 1/27/2015 DISC: 1/27/2015		1099: N		
		1/20/15 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	256.60
		=== VENDOR TOTALS ===	1,824.32			
01-58393 POOR BOY TREE SERVICE, INC.						
I-201502111792		TREE TRIMMING THRU 2/6/15	4,356.33			
2/06/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		TREE TRIMMING THRU 2/6/15		800 5-020-424	CONTRACTUAL AGREEMENTS	4,356.33
		=== VENDOR TOTALS ===	4,356.33			
01-58513 PROTECTIVE EQUIPMENT TESTING L						
I-47030		SAFETY GLOVE TESTING X 42	328.47			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		SAFETY GLOVE TESTING X 42		800 5-020-672	SAFETY EQUIP TESTING	328.47
		=== VENDOR TOTALS ===	328.47			

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01-02113 RADIO RESULTS GROUP						
I-24-00011-0000		1/15 KGGF ADVERTISING	276.00			
1/31/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		1/15 KGGF ADVERTISING		010 5-131-478	PROFESSIONAL SERVICES	151.80
		1/15 KGGF ADVERTISING		370 5-000-478	PROF/PROJECT SERVICES	11.04
		1/15 KGGF ADVERTISING		450 5-000-478	PROF/PROJECT SERVICES	2.76
		1/15 KGGF ADVERTISING		720 5-000-478	PROF/PROJECT SERVICES	13.80
		1/15 KGGF ADVERTISING		760 5-000-478	PROF/PROJECT SERVICES	13.80
		1/15 KGGF ADVERTISING		800 5-040-478	PROF/PROJECT SERVICES	41.40
		1/15 KGGF ADVERTISING		900 5-046-478	PROF/PROJECT SERVICES	20.70
		1/15 KGGF ADVERTISING		900 5-047-478	PROF/PROJECT SERVICES	20.70
I-24-00012-0000		1/15 KUSN ADVERTISING	276.00			
1/31/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		1/15 KUSN ADVERTISING		010 5-131-478	PROFESSIONAL SERVICES	151.80
		1/15 KUSN ADVERTISING		370 5-000-478	PROF/PROJECT SERVICES	11.04
		1/15 KUSN ADVERTISING		450 5-000-478	PROF/PROJECT SERVICES	2.76
		1/15 KUSN ADVERTISING		720 5-000-478	PROF/PROJECT SERVICES	13.80
		1/15 KUSN ADVERTISING		760 5-000-478	PROF/PROJECT SERVICES	13.80
		1/15 KUSN ADVERTISING		800 5-040-478	PROF/PROJECT SERVICES	41.40
		1/15 KUSN ADVERTISING		900 5-046-478	PROF/PROJECT SERVICES	20.70
		1/15 KUSN ADVERTISING		900 5-047-478	PROF/PROJECT SERVICES	20.70
		=== VENDOR TOTALS ===	552.00			
01-56482 RAY O'HERRON COMPANY, INC.						
I-1507515-IN		UNIFORM JACKET	128.36			
2/09/2015	AP	DUE: 2/09/2015 DISC: 2/09/2015		1099: N		
		UNIFORM JACKET		010 5-023-515	CLOTHING	128.36
		=== VENDOR TOTALS ===	128.36			
01-58850 REPUBLIC SERVICES #376						
I-0376-000364351		2/15 CITY CONTRACT	1,692.40			
2/01/2015	AP	DUE: 2/01/2015 DISC: 2/01/2015		1099: N		
		ELECTRIC PLANT		800 5-030-424	CONTRACTUAL AGREEMENTS	125.00
		ELECTRIC DISTRIBUTION		800 5-020-424	CONTRACTUAL AGREEMENTS	97.40
		WATER TREATMENT PLANT		900 5-036-424	CONTRACTUAL AGREEMENTS	62.50
		PUBLIC SERVICE BARN		010 5-163-424	CONTRACTUAL AGREEMENTS	48.70
		LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	32.75
		WASTEWATER TREATMENT PLANT		900 5-047-424	CONTRACTUAL AGREEMENTS	48.70
		AQUATIC CENTER		450 5-000-424	CONTRACTUAL AGREEMENTS	0.00
		HILLCREST GOLF COURSE		370 5-000-424	CONTRACTUAL AGREEMENTS	90.25
		FAIRVIEW CEMETERY		010 5-163-424	CONTRACTUAL AGREEMENTS	32.75
		CITY HALL		010 5-091-424	CONTRACTUAL AGREEMENTS	65.50
		YOUTH ACTIVITIES CENTER		140 5-134-424	CONTRACTUAL AGREEMENTS	48.70
		FIRE DEPARTMENT		010 5-041-424	CONTRACTUAL AGREEMENTS	48.70
		WOODS RV PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	166.65
		RIVERCREST RV PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	275.50

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01-58850 REPUBLIC SERVICES #376 (** CONTINUED **)						
		WALTER JOHNSON PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	41.55
		RON STEVENSON BUILDING		010 5-163-424	CONTRACTUAL AGREEMENTS	13.85
		LECLERE PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	69.25
		PFISTER PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	110.80
		HARMON PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	41.55
		DOWNTOWN BUSINESS DISTRICT		010 5-163-424	CONTRACTUAL AGREEMENTS	75.00
		AIRPORT		360 5-000-424	CONTRACTUAL AGREEMENTS	32.75
		BROWN MANSION		010 5-163-424	CONTRACTUAL AGREEMENTS	32.75
		ANIMAL SHELTER		010 5-025-424	CONTRACTUAL AGREEMENTS	48.70
		SHOOTING RANGE		010 5-023-424	CONTRACTUAL AGREEMENTS	27.70
		SYCAMORE PARK		010 5-163-424	CONTRACTUAL AGREEMENTS	13.85
		CUSTOMER SERVICE CENTER		010 5-017-424	CONTRACTUAL AGREEMENTS	13.85
		ADMINISTRATIVE OFFICES		010 5-092-424	CONTRACTUAL AGREEMENTS	13.85
		POLCE DEPARTMENT		010 5-023-424	CONTRACTUAL AGREEMENTS	13.85
		=== VENDOR TOTALS ===	1,692.40			
01-03217 ROGER L. GOSSARD						
I-42589		2/15 INDIGENT DEFENDER	800.00			
2/01/2015	AP	DUE: 2/01/2015 DISC: 2/01/2015		1099: N		
		2/15 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES	800.00
		=== VENDOR TOTALS ===	800.00			
01-01120 SAFEHOUSE CRISIS CENTER, INC.						
I-2014-2		ESG 2014 DRAW #2	4,207.00			
2/19/2015	AP	DUE: 3/21/2015 DISC: 3/21/2015		1099: N		
		ESG 2014 DRAW #2		420 5-539-424	CONTRACTUAL AGREEMENTS	4,207.00
		=== VENDOR TOTALS ===	4,207.00			
01-03370 SECURITY 1ST TITLE LLC						
I-134427		ZC-2015-01 ACME FOUNDRY	280.00			
2/05/2015	AP	DUE: 2/05/2015 DISC: 2/05/2015		1099: N		
		ZC-2015-01 ACME FOUNDRY		010 5-132-478	PROFESSIONAL SERVICES	280.00
		=== VENDOR TOTALS ===	280.00			
01-59330 SENTRY EQUIPMENT CORPORATION						
I-130348		FLOW RATER-BLR #4 REPAIRS	506.80			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		FLOW RATER-BLR #4 REPAIRS		800 5-030-620	EQUIPMENT MAINTENANCE	506.80
		=== VENDOR TOTALS ===	506.80			

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01-03430 SERVICE OFFICE & SUPPLY, INC.						
C-7237CM		RETURN EXPANDING FILES X 5	448.88CR			
2/06/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		RETURN EXPANDING FILES X 5		800 5-030-550	OFFICE SUPPLIES	448.88CR
I-174990		2 CASES OF COPY PAPER	73.80			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		2 CASES OF COPY PAPER		010 5-045-550	OFFICE SUPPLIES	73.80
I-175142		CLIPS, FILE FOLDERS, DIVIDERS	43.31			
2/05/2015	AP	DUE: 3/07/2015 DISC: 3/07/2015		1099: N		
		CLIPS, FILE FOLDERS, DIVIDERS		800 5-030-550	OFFICE SUPPLIES	43.31
I-175143		EXPANDING FILES, DIVIDERS	616.88			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		EXPANDING FILES, DIVIDERS		800 5-030-550	OFFICE SUPPLIES	616.88
I-175289		COPY PAPER, LEGAL PADS, TAPE	63.52			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		COPY PAPER, LEGAL PADS, TAPE		010 5-163-550	OFFICE SUPPLIES	63.52
I-175441		TONER CARTRIDGE, ENVELOPES	165.67			
2/16/2015	AP	DUE: 3/18/2015 DISC: 3/18/2015		1099: N		
		INTERDEPARTMENTAL ENVELOPES		010 5-131-550	OFFICE SUPPLIES	21.68
		TONER CARTRIDGES		010 5-016-550	OFFICE SUPPLIES	143.99
I-175537		BUSINESS CARDS-D. JACOBS	30.00			
2/17/2015	AP	DUE: 3/19/2015 DISC: 3/19/2015		1099: N		
		BUSINESS CARDS-D. JACOBS		010 5-071-550	OFFICE SUPPLIES	30.00
		=== VENDOR TOTALS ===	544.30			
01-03460 SHERWIN WILLIAMS COMPANY						
I-5231-4		FOAM BRUSH X 5	10.34			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		FOAM BRUSH X 5		010 5-163-520	DEPT SUPPLIES	10.34
I-5236-3		PAINT	18.99			
2/03/2015	AP	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
		PAINT		010 5-163-520	DEPT SUPPLIES	18.99
I-5369-2		PAINT, BRUSHES	68.59			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		PAINT, BRUSHES		010 5-017-520	DEPT SUPPLIES	68.59
I-5433-6		PAINT, PRIMER FOR WIRE PULLER	23.96			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		PAINT, PRIMER FOR WIRE PULLER		800 5-020-520	DEPT SUPPLIES	23.96
		=== VENDOR TOTALS ===	121.88			

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01-59035 SMC ELECTRIC SUPPLY						
I-51053752-00		WIRE- SANTA FE CIRCUIT REBUIL	3,881.10			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		WIRE- SANTA FE CIRCUIT REBUILD		810 5-020-815	CONDUCTORS	3,881.10
I-51053872-00		VINYL TAPE X 50 ROLLS	213.39			
1/30/2015	AP	DUE: 3/01/2015 DISC: 3/01/2015		1099: N		
		VINYL TAPE X 50 ROLLS		800 5-020-520	DEPT SUPPLIES	213.39
I-51053897-00		120 VOLT AC POWER SUPPLY	72.18			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		120 VOLT AC POWER SUPPLY		800 5-030-520	DEPT SUPPLIES	72.18
I-51053954-00		FUSE BLOCK,END BARRIERS X 2	20.08			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		FUSE BLOCK,END BARRIERS X 2		800 5-030-520	DEPT SUPPLIES	20.08
		=== VENDOR TOTALS ===	4,186.75			
01-03530 SONIC						
I-2		OT MEAL-2.16.15 SNOW REMOVAL	9.27			
2/16/2015	AP	DUE: 3/18/2015 DISC: 3/18/2015		1099: N		
		OT MEAL-2.16.15 SNOW REMOVAL		010 5-163-352	MEALS - EMPLOYEE	9.27
I-3		OT MEAL-2.16.15 SNOW REMOVAL	6.09			
2/16/2015	AP	DUE: 3/18/2015 DISC: 3/18/2015		1099: N		
		OT MEAL-2.16.15 SNOW REMOVAL		010 5-163-352	MEALS - EMPLOYEE	6.09
I-5-1		OT MEAL-2.16.15 SNOW REMOVAL	6.59			
2/16/2015	AP	DUE: 3/18/2015 DISC: 3/18/2015		1099: N		
		OT MEAL-2.16.15 SNOW REMOVAL		010 5-163-352	MEALS - EMPLOYEE	6.59
I-6-1		OT MEAL-2.16.15 SNOW REMOVAL	8.99			
2/16/2015	AP	DUE: 3/18/2015 DISC: 3/18/2015		1099: N		
		OT MEAL-2.16.15 SNOW REMOVAL		010 5-163-352	MEALS - EMPLOYEE	8.99
		=== VENDOR TOTALS ===	30.94			
01-59722 SOUTHWEST POWER POOL, INC.						
I-TRN0115CMLP		1/15 TRANSMISSION SERVICE	364,216.45			
1/31/2015	AP	DRAFT CK# 000000 2/17/2015		1099: N		
		1/15 TRANSMISSION SVC-LINDE		800 5-070-426	NETWORK TRANSMISSION SER	242,264.11
		1/15 TRANSMISSION SVC-NATIVE		800 5-022-426	NETWORK TRANSMISSION SER	121,937.34
		WIRE FEE		800 5-030-478	PROF/PROJECT SERVICES	15.00
		=== VENDOR TOTALS ===	364,216.45			

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01-03137 STEPHANIE RICHARDSON						
I-201502181838		REIMBURSE GRDA LUNCH MEETING	32.51			
2/11/2015	AP	DUE: 3/13/2015 DISC: 3/13/2015		1099: N		
		REIMBURSE GRDA LUNCH MEETING		800 5-030-490	TRAVEL EXPENSE REIMBURSE	32.51
		=== VENDOR TOTALS ===	32.51			
01-60277 THOMASSON LUMBER COMPANY						
I-3132-00		POLES-SANTA FE CIRCUIT REBUIL	20,562.41			
2/01/2015	AP	DUE: 3/03/2015 DISC: 3/03/2015		1099: N		
		POLES-SANTA FE CIRCUIT REBUILD		810 5-020-860	POLES	20,562.41
I-3133-00		70 FT POLE-SANTA FE REBUILD	1,888.93			
1/29/2015	AP	DUE: 2/28/2015 DISC: 2/28/2015		1099: N		
		70 FT POLE-SANTA FE REBUILD		810 5-020-860	POLES	1,888.93
I-3135-00		40 FT WOOD POLES X 28-STOCK	15,725.68			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		40 FT WOOD POLES X 28-STOCK		800 5-020-860	POLES	15,725.68
		=== VENDOR TOTALS ===	38,177.02			
01-03770 THOMPSON BROTHERS SUPPLIES, IN						
I-634801		OXYGEN, ACETYLENE	86.00			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		OXYGEN, ACETYLENE		010 5-163-525	DRUGS & CHEMICALS	86.00
I-637018		SAFETY GLASSES	6.19			
1/07/2015	AP	DUE: 2/06/2015 DISC: 2/06/2015		1099: N		
		SAFETY GLASSES		800 5-020-570	SAFETY EQUIPMENT	6.19
I-639225		COMPRESSED HYDROGEN X 10	260.50			
2/05/2015	AP	DUE: 3/07/2015 DISC: 3/07/2015		1099: N		
		COMPRESSED HYDROGEN X 10		800 5-030-525	DRUGS & CHEMICALS	260.50
I-639321		CUT OFF WHEEL X 5	13.20			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		CUT OFF WHEEL X 5		010 5-163-520	DEPT SUPPLIES	13.20
I-RN15010063		CYLINDER RENTAL	762.96			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	762.96
I-RN15010064		CYLINDER RENTAL	6.50			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		CYLINDER RENTAL		010 5-071-448	EQUIPMENT-RENTAL/SERVICE	6.50

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01-03770 THOMPSON BROTHERS SUPPLIES, IN(** CONTINUED **)						
I-RN15010065		CYLINDER RENTALS	26.00			
1/31/2015	AP	DUE: 3/02/2015 DISC: 3/02/2015		1099: N		
		CYLINDER RENTALS		010 5-163-448	EQUIPMENT-RENTAL/SERVICE	26.00
		=== VENDOR TOTALS ===	1,161.35			
01-50100 TITLEIST						
I-900065445		GOLF BALLS X 45 DZ	1,623.78			
1/23/2015	AP	DUE: 2/22/2015 DISC: 2/22/2015		1099: N		
		GOLF BALLS X 45 DZ		370 5-000-508	PRO SHOP SUPPLIES	1,623.78
I-900070014		GOLF BALLS X 24 DZ	244.78			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		GOLF BALLS X 24 DZ		370 5-000-508	PRO SHOP SUPPLIES	244.78
		=== VENDOR TOTALS ===	1,868.56			
01-03810 TOOL SUPPLY, INC.						
I-0082722-00		ROLL PIN PUNCH SET	72.80			
2/06/2015	AP	DUE: 3/08/2015 DISC: 3/08/2015		1099: N		
		ROLL PIN PUNCH SET		800 5-030-580	TOOLS	72.80
I-0082735-00		STRAPS FOR SHIPPING AUGER	68.40			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		STRAPS FOR SHIPPING AUGER		900 5-037-520	DEPT SUPPLIES	68.40
I-0082747-00		BROOM ADAPTER, BRACKET	22.35			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		BROOM ADAPTER, BRACKET		010 5-163-520	DEPT SUPPLIES	22.35
I-0082750-00		SAW BLADE	98.57			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		SAW BLADE		010 5-163-520	DEPT SUPPLIES	98.57
I-0082766-00		MATERIAL FOR LATHE REPAIR	225.66			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		MATERIAL FOR LATHE REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	225.66
I-0082770-00		METRIC DRIVE SOCKET SET	38.53			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		METRIC DRIVE SOCKET SET		800 5-020-580	TOOLS	38.53
		=== VENDOR TOTALS ===	526.31			

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01-03840 TRI-STATE ELECTRIC SUPPLY COMP						
I-105329-00		BEAM CLIPS, STRUTS, WALLPLATE	32.52			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		BEAM CLIPS, STRUTS, WALLPLATE		800 5-030-520	DEPT SUPPLIES	32.52
I-105356-00		ELECTRIC PLUG	13.31			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		ELECTRIC PLUG		800 5-020-520	DEPT SUPPLIES	13.31
I-105368-00		LIGHT COVER X 2	37.12			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		LIGHT COVER X 2		010 5-163-520	DEPT SUPPLIES	37.12
I-105373-00		BULB X 30 FOR INDICATOR	17.82			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		BULB X 30 FOR INDICATOR		900 5-037-520	DEPT SUPPLIES	17.82
		=== VENDOR TOTALS ===	100.77			
01-03820 TRIPLE A TOOL & WELD FABRICATI						
I-0025103		LABOR TO WELD ALUMINUM TUBE	30.00			
1/01/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		LABOR TO WELD ALUMINUM TUBE		900 5-027-620	EQUIPMENT MAINTENANCE	30.00
I-006953		VALVE REPAIR	100.00			
2/11/2015	AP	DUE: 3/13/2015 DISC: 3/13/2015		1099: N		
		VALVE REPAIR		900 5-036-620	EQUIPMENT MAINTENANCE	100.00
		=== VENDOR TOTALS ===	130.00			
01-54772 TYLER TECHNOLOGIES, INC.						
I-025-116530		COURT CASE MGMT ANNUAL MAINT	3,841.61			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		COURT CASE MGMT ANNUAL MAINT		010 5-017-424	CONTRACTUAL AGREEMENTS	3,841.61
I-025-117008		3/15 ONLINE COMPONENT, WEB	300.08			
2/12/2015	AP	DUE: 3/14/2015 DISC: 3/14/2015		1099: N		
		3/15 ONLINE COMPONENT, WEB		010 5-017-424	CONTRACTUAL AGREEMENTS	300.08
		=== VENDOR TOTALS ===	4,141.69			

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01-60622 UMB BANK						
I-201502131814		1/15 CREDIT CARD CHARGES	5,567.87			
2/02/2015	AP	DUE: 2/02/2015 DISC: 2/02/2015		1099: N		
		GENERAC POWERPACT GENERATOR		250 5-000-850	OTHER EQUIP	1,861.00
		SECURITY MONITORING-ARMORY		010 5-023-478	PROFESSIONAL SERVICES	14.99
		SECURITY MONITORING-EVIDENCE		010 5-023-478	PROFESSIONAL SERVICES	14.99
		SCHEDULE ANYWHERE USER LICENSE		010 5-023-813	COMPUTER SOFTWARE	68.00
		LAPTOP MOUNT, CONSOLE		230 5-000-680	VEHICLE - PARTS	310.00
		APCO INTL DUES - C. SOLES		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	69.00
		K9 TRAINING LEADS		230 5-000-520	DEPT SUPPLIES	87.85
		CABLE		230 5-000-520	DEPT SUPPLIES	5.99
		WEBCAM, ADAPTERS		230 5-000-850	OTHER EQUIP	781.76
		EMBLEM PATCH SET		010 5-023-515	CLOTHING	16.10
		RENTAL CAR-FIRE TRK MFG PLANT		010 5-041-490	TRAVEL EXPENSE REIMBURSE	130.39
		SHUTTLE-SEATTLE-LEADERSHIP		010 5-012-490	TRAVEL EXPENSE REIMBURSE	14.00
		BAGGAGE FEES-SEATTLE-LDRSHP		010 5-012-490	TRAVEL EXPENSE REIMBURSE	50.00
		HOTEL-SO DAKOTA-FIRE TRK MFG		010 5-041-490	TRAVEL EXPENSE REIMBURSE	192.80
		SIGHT LEVEL GAUGE		010 5-163-580	TOOLS	28.36
		SEAL KIT		010 5-163-680	VEHICLE-PARTS	46.88
		HOTEL-KDHE MEETING-SHOOK		800 5-040-490	TRAVEL EXPENSE REIMBURSE	97.92
		HOTEL-KDHE MEETING-LAWSON		800 5-030-490	TRAVEL EXPENSE REIMBURSE	97.92
		CAT5E CABLE, ANTENNA		720 5-000-850	OTHER EQUIP	780.77
		CABLE TIES		010 5-018-520	DEPT SUPPLIES	23.38
		THERMOMETERS-BLR FEED PUMPS		800 5-030-620	EQUIPMENT MAINTENANCE	86.11
		SPICEWORKS CONF RGSTRN-HEINZ		010 5-018-428	CONFERENCES-SCHOOLS	199.00
		ROUTER FOR CCC		720 5-000-850	OTHER EQUIP	207.80
		MOUNT HARDWARE, BRACKETS		720 5-000-850	OTHER EQUIP	382.86
		=== VENDOR TOTALS ===	5,567.87			
01-60850 USA BLUEBOOK						
C-558021		RETURN AMMONIA FOR LAB TEST	636.21CR			
2/03/2015	AP	DUE: 2/03/2015 DISC: 2/03/2015		1099: N		
		RETURN AMMONIA FOR LAB TEST		900 5-037-525	DRUGS & CHEMICALS	636.21CR
I-552048		HIGH PERFORMANCE AMMONIA	589.01			
1/26/2015	AP	DUE: 2/25/2015 DISC: 2/25/2015		1099: N		
		HIGH PERFORMANCE AMMONIA		900 5-037-525	DRUGS & CHEMICALS	589.01
I-557669		SAMPLER TUBE FOR LAB	179.46			
2/02/2015	AP	DUE: 3/04/2015 DISC: 3/04/2015		1099: N		
		SAMPLER TUBE FOR LAB		900 5-036-525	DRUGS & CHEMICALS	179.46
I-561255		TUBE SAMPLER	42.95			
2/05/2015	AP	DUE: 3/07/2015 DISC: 3/07/2015		1099: N		
		TUBE SAMPLER		900 5-036-525	DRUGS & CHEMICALS	42.95
		=== VENDOR TOTALS ===	175.21			

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SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-61472 VERIZON BUSINESS						
I-64365428		1/15 B SUB DEDICATED LINE	2,283.75			
2/10/2015	AP	DUE: 3/12/2015 DISC: 3/12/2015		1099: N		
		1/15 B SUB DEDICATED LINE		800 5-070-416	COMMUNICATIONS	2,283.75
		=== VENDOR TOTALS ===	2,283.75			
01-61477 VERIZON WIRELESS						
I-9739804138		2/15 CELL PHONE, HOT SPOTS	303.49			
2/01/2015	AP	DUE: 2/01/2015 DISC: 2/01/2015		1099: N		
		2/15 CELL PHONE		010 5-018-416	COMMUNICATIONS	101.79
		2/15 CELL PHONE		800 5-030-416	COMMUNICATIONS	49.59
		2/15 CELL PHONE, HOT SPOT		010 5-045-416	COMMUNICATIONS	72.09
		2/15 GIS/GPS HOT SPOT		800 5-040-416	COMMUNICATIONS	40.01
		2/15 GIS/GPS HOT SPOT		010 5-163-416	COMMUNICATIONS	40.01
		=== VENDOR TOTALS ===	303.49			
01-03925 VWP LAWN CARE						
I-762839		919 W. 12TH LOT CLEAN UP	150.00			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		919 W. 12TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	150.00
I-762843		8 E STERLING LOT CLEAN UP	199.00			
2/04/2015	AP	DUE: 3/06/2015 DISC: 3/06/2015		1099: N		
		8 E STERLING LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	199.00
		=== VENDOR TOTALS ===	349.00			
01-52770 W. S. DARLEY & CO.						
I-17176636		FIRE EXTINGUISHER BRACKETS	146.42			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		FIRE EXTINGUISHER BRACKETS		010 5-041-583	OTHER EQUIPMENT	146.42
		=== VENDOR TOTALS ===	146.42			
01-53057 WASTE CONNECTIONS OF OKLAHOMA,						
I-476073		1/15 RESIDENTIAL SERVICE	36,028.65			
1/31/2015	AP	DUE: 1/31/2015 DISC: 1/31/2015		1099: N		
		1/15 RESIDENTIAL SERVICE		700 5-000-478	PROF/PROJECT SERVICES	36,028.65
		=== VENDOR TOTALS ===	36,028.65			

PACKET: 02513 AO-15-03 2.24.15 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- ITEM DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-61320 WICHITA STATE UNIVERSITY						
I-0162742		KGIA CONF RGSTRN-J. KASTLER	150.00			
2/09/2015	AP	DUE: 3/11/2015 DISC: 3/11/2015		1099: N		
		KGIA CONF RGSTRN-J. KASTLER		010 5-023-428	CONFERENCES-SCHOOLS	150.00
		=== VENDOR TOTALS ===	150.00			
		=== PACKET TOTALS ===	5,051,957.45			

Gilmore & Bell, P.C.
02/09/2015

ORDINANCE NO. S-15-01

OF

THE CITY OF COFFEYVILLE, KANSAS

PASSED

FEBRUARY 24, 2015

TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BONDS
SERIES 2015-A

ORDINANCE NO. S-15-01

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABALE ELECTRIC UTILITY SYSTEM REVENUE BONDS, SERIES 2015-A OF THE CITY OF COFFEYVILLE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Coffeyville, Kansas (the "City" or the "Issuer") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City is authorized under the provisions of the Act, to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the System, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived by the City from the operation of the System; and

WHEREAS, the governing body of the City has pursuant to Resolution No. R-15-01 declared its intention under the Act to acquire, construct, reconstruct, alter, repair, improve, extend or enlarge the System (the "Project") at an estimated cost of $62,425,400 and to issue System revenue bonds in an amount of not to exceed $71,810,000; notice of such intention was published one time in the official newspaper of the Issuer and no sufficient written protest thereto was filed with the Clerk within fifteen (15) days after said publication date all as set forth in the Act; and

WHEREAS, none of such revenue bonds so authorized have previously been issued and the City proposes to borrow an amount not to exceed $10,000,000 which loan shall be evidenced by revenue bonds so authorized to pay a portion of the costs of the Project (the "Series 2015-A Bonds"); and

WHEREAS, the governing body of the City has caused plans and specifications for the Project and an estimate of the cost thereof to be made by the Consulting Engineer which have previously been accepted and approved and shall be placed on file in the office of the Clerk; and

WHEREAS, the Issuer has Outstanding System Indebtedness which is comprised solely of the Series 2011-A Bonds, which constitute Parity Bonds, and the Series 2013-A Bonds, which constitute Subordinate Lien Bonds; and

WHEREAS, the resolutions authorizing such Outstanding System Indebtedness provides the City may issue Additional Bonds which constitute Parity Bonds upon the satisfaction of certain conditions; and

WHEREAS, prior to or simultaneously with the issuance of the Series 2015-A Bonds, such terms and conditions will be satisfied.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein or in the Series 2011-A Resolution or Series 2013-A Resolution, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*. and K.S.A. 10-1201 *et seq*., all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

"Bond Resolution" means, collectively, the Series 2011-A Resolution, the Series 2013-A Resolution, the Series 2015-A Resolution and any other resolution to be adopted by the governing body of the City prescribing the terms and details of any Additional Bonds.

"Bonds" means, collectively, the Series 2011-A Bonds, the Series 2013-A Bonds, the Series 2015-A Bonds and any Additional Bonds.

"City" means the City of Coffeyville, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Expenses" means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, for System operation, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the City not related to the operation of the System and transfers into the Debt Service Reserve Account and Depreciation and Replacement Account provided for in the Bond Resolution.

"Fiscal Year means the twelve month period ending on December 31.

"Mayor" means the duly elected and acting Mayor or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Net Revenues" means, for the period of determination, all Revenues less all Expenses.

"Ordinance" means this Ordinance authorizing the issuance of the Series 2015-A Bonds.

“Parity Bonds” means the Outstanding Series 2011-A Bonds, Series 2015-A Bonds, and any Additional Bonds hereafter issued pursuant to the Bond Resolution and standing on a parity and equality with such Bonds with respect to the lien on the Net Revenues.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

“Parity Resolution” means the Series 2011-A Resolution, the Series 2015-A Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“Project” means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions or enlargements of the System described in the Preamble to this Ordinance or any Substitute Project.

“Revenue Fund” means the Electric Utility System Revenue Fund referred to in the Bond Resolution.

“Revenues” means all income and revenues derived and collected by the City from the operation and ownership of the System, including investment and rental income, net proceeds from business interruption insurance, transfers from the Surplus Account to the Revenue Fund of Net Revenues derived in a prior Fiscal Year and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Indebtedness, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Series 2011-A Bonds” means the Issuer's Electric Utility System Revenue Bonds, Series 2011-A, dated December 28, 2011.

“Series 2011-A Resolution” means collectively the Issuer's Ordinance No. S-11-13 and Resolution No. R-11-117, which authorized the Series 2011-A Bonds and any Additional Bonds.

“Series 2013-A Bonds” means the Issuer's General Obligation Electric Utility System Refunding Bonds, Series 2013-A, dated December 3, 2013.

“Series 2013-A Resolution” means collectively the Issuer's Ordinance No. S-13-06 and Resolution No. R-13-98, which authorized the Series 2013-A Bonds.

“Series 2015-A Bonds” means the Issuer's Taxable Electric Utility System Revenue Bonds, Series 2015-A, authorized by this Ordinance.

“Series 2015-A Resolution” means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Series 2015-A Bonds and making covenants with respect thereto.

“State” means the State of Kansas.

"Subordinate Lien Bonds" means the Series 2013-A Bonds and any Additional Bonds or Additional Obligations payable from the Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Obligations, and which constitute general obligations of the City.

"Substitute Project" means a substitute or additional project of the System authorized in the manner set forth in the Bond Resolution.

"System" means the electric generating plants and all appurtenances thereto, the electric distribution system, and the electric street lighting system, now serving the City and its inhabitants and others, together with all extensions and improvements thereto hereafter made or acquired by the City.

"System Indebtedness" means collectively all Bonds and all Additional Obligations.

Section 2. Authorization of the Series 2015-A Bonds. There shall be issued and are hereby authorized and directed to be issued the Electric Utility System Revenue Bonds, Series 2015-A, of the City in the aggregate principal amount of $10,000,000 for the purpose of providing funds to: (a) pay a portion of the costs of the Project; (b) pay costs of issuance of the Series 2015-A Bonds; and (c) pay the interest accruing on the Series 2015-A Bonds during construction of the Project.

Section 3. Security for the Series 2015-A Bonds. The Series 2015-A Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015-A Bonds. The Series 2015-A Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2015-A Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2015-A Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015-A Bonds, all of which Series 2015-A Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015-A Bonds, or otherwise. The Series 2015-A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Bonds, provided that the Owners of the Series 2015-A Bonds shall have no rights to any funds held in the Debt Service Reserve Account. The Series 2015-A Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Bonds; and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2015-A Bonds.

Section 4. Terms, Details and Conditions of the Series 2015-A Bonds. The Series 2015-A Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to (a) pay Expenses; (b) pay the principal of and interest on the Bonds as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance and the Bond Resolution. The Series 2015-A Resolution may establish requirements in excess of the requirements set forth herein.

Section 7. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 8. Governing Law. This Ordinance and the Series 2015-A Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 9. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the governing body of the City on February 24, 2015 and signed by the Mayor.

(SEAL)

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM ONLY.

____
Paul Kritz, City Attorney

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on February 24, 2015; and that the Ordinance or a summary thereof was published in the ***Coffeyville Journal*** on February 28, 2015.

DATED: February 28, 2015.

____

Cindy Price, City Clerk

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Gilmore & Bell, P.C.
02/19/2015

RESOLUTION NO. R-15-20

OF

THE CITY OF COFFEYVILLE, KANSAS

ADOPTED

FEBRUARY 24, 2015

TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BONDS
SERIES 2015-A

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RESOLUTION NO. R-15-20

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BONDS, SERIES 2015-A, OF THE CITY OF COFFEYVILLE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. S-15-01 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.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Series 2015-A Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2015-A Bonds; and

WHEREAS, this Series 2015-A Resolution constitutes a supplemental resolution to the Series 2011-A Resolution which authorizes the issuance of Additional Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, in the Bond Ordinance, the Series 2011-A Resolution and in the Series 2013-A Resolution, which are incorporated herein by reference, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*. and K.S.A. 10-1201 *et seq*., all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Revenues hereafter issued pursuant to ***Article IX*** of the Series 2011-A Resolution.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

"Authorized Denomination" means $10,000,000.

"Bank" means JP Morgan Chase Bank, N.A., New York, New York, and its successors and assigns.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Payment Date" means any date on which the principal of any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means, with respect to the Series 2015-A Bonds, the State Treasurer, and its successors and assigns.

"Bond Resolution" means collectively the Series 2011-A Resolution, the Series 2013-A Resolution, this Series 2015-A Resolution and any supplemental resolution authorizing any Additional Bonds.

"Bonds" means, collectively, the Series 2011-A Bonds, the Series 2013-A Bonds, the Series 2015-A Bonds and any Additional Bonds.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"City" means the City of Coffeyville, Kansas.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" means all costs of issuing the Series 2015-A Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, and fees and expenses payable to the Bank upon delivery of the Series 2015-A Bonds.

"Costs of Issuance Account" means the Costs of Issuance Account for Taxable Electric Utility System Revenue Bonds, Series 2015-A created pursuant to ***Section 501*** hereof.

"Dated Date" means March 10, 2015.

"Debt Service Account" means the Debt Service Account for Taxable Electric Utility System Revenue Bonds, Series 2015-A created pursuant to ***Section 501*** hereof.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

"Expenses" means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, for System operation, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but shall exclude all general administrative expenses of the Issuer not related to the operation of the System and transfers into the Debt Service Reserve Account and Depreciation and Replacement Account provided for in the Bond Resolution.

"Funds and Accounts" means funds and accounts created pursuant to the Bond Resolution.

"Issue Date" means, with respect to the Series 2015-A Bonds, March 10, 2015.

"Issuer" means the City and any successors or assigns.

"Loan and Security Agreement" means, with respect to the Series 2015-A Bonds, the Loan and Security Agreement, dated March 10, 2015, between the Issuer and the Bank, as amended and supplemented.

"Maturity" when used with respect to the Series 2015-A Bonds, means the date on which the principal of such Bonds becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Net Revenues" means, for the period of determination, all Revenues less all Expenses.

"Notice Address" means with respect to the Series 2015-A Bonds, the following:

(a) To the Issuer at:

102 W. 7th
P.O. Box 1629
Coffeyville, Kansas 67337
Fax: (620) 252-6175

(b) To the Paying Agent at:

Series 2015-A Bonds:

State Treasurer of the State of Kansas
Landon Office Building

900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Bank at:

JP Morgan Chase Bank, N.A.
Public Finance Credit Origination
383 Madison Avenue, 8th Floor
Mail Code: NY1-MO76
New York, New York 10179

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Bank, the manager of its Public Finance Credit Origination Group.

"Ordinance" means Ordinance No. S-15-[__] of the Issuer authorizing the issuance of the Series 2015-A Bonds, as amended from time to time.

"Parity Bonds" means the Outstanding Series 2011-A Bonds, Series 2015-A Bonds, and any Additional Bonds hereafter issued pursuant to ***Section 902*** or ***Section 905*** of the Series 2011-A Resolution.

"Parity Obligations" means any Additional Obligations hereafter issued or incurred pursuant to ***Section 902*** or ***Section 905*** of Series 2011-A Resolution.

"Parity Resolution" means the Series 2011-A Resolution, this Series 2015-A Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

"Paying Agent" means, with respect to the Series 2015-A Bonds, the State Treasurer, and its successors and assigns.

"Project" shall mean the repairs, alterations, extensions, reconstructions, enlargements or improvements to the System referred to in the preamble to the Ordinance.

"Project Fund" means the Project Fund for Taxable Electric Utility System Revenue Bonds, Series 2015-A created by ***Section 501*** hereof.

"Purchase Price" means, with respect to the Series 2015-A Bonds, the amount set forth in the Loan and Security Agreement and referred to as the "Commitment" therein.

"Revenue Fund" means the Electric Utility System Revenue Fund referred to in ***Section 601*** hereof.

“Revenues” means all income and revenues derived and collected by the Issuer from the operation and ownership of the System, including investment and rental income, net proceeds from business interruption insurance, transfers from the Surplus Account to the Revenue Fund of Net Revenues derived in a prior Fiscal Year and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Indebtedness, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Series 2011-A Bonds” means the Issuer's Electric Utility System Revenue Bonds, Series 2011-A, dated December 28, 2011.

“Series 2011-A Resolution” means collectively the Issuer's Ordinance No. S-11-13 and Resolution No. R-11-117, which authorized the Series 2011-A Bonds and any Additional Bonds.

“Series 2013-A Bonds” means the Issuer's General Obligation Electric Utility System Refunding Bonds, Series 2013-A, dated December 3, 2013.

“Series 2013-A Resolution” means collectively the Issuer's Ordinance No. S-13-06 and Resolution No. R-13-98, which authorized the Series 2013-A Bonds.

“Series 2015-A Bonds” means the Issuer's Taxable Electric Utility System Revenue Bonds, Series 2015-A, authorized by the Ordinance.

“Series 2015-A Resolution” means this resolution prescribing the terms and details of the Series 2015-A Bonds and making covenants with respect thereto.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., New York, New York, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer with notice to the Bond Insurer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond is due and payable.

“System” means the electric generating plants and all appurtenances thereto, the electric distribution system, and the electric street lighting system, now serving the Issuer and its inhabitants and others, together with all extensions and improvements thereto hereafter made or acquired by the Issuer.

“System Indebtedness” means collectively the Bonds and any Additional Obligations which are payable out of, or secured by an interest in, the Revenues.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2015-A Bonds. The Series 2015-A Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $10,000,000 for the purpose of providing funds to: (a) pay a portion of the costs of the Project; (b) pay Costs of Issuance; and (c) pay the interest accruing on the Series 2015-A Bonds during construction of the Project.

Section 202. Description of the Series 2015-A Bonds. The Series 2015-A Bonds shall initially consist of one fully registered Bond in the Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. The Series 2015-A Bonds shall be dated as of the Dated Date and shall have a Stated Maturity of September 10, 2015, and shall be subject to redemption and payment, prior to their Stated Maturity as provided in ***Article III*** hereof. The interest accruing on the Series 2015-A Bonds will be prepaid to the Bank by the Issuer on the Issue Date.

Each of the Series 2015-A Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***Exhibit A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

The Series 2015-A Bonds shall constitute Short Term Indebtedness and Parity Bonds, provided that the Owners of the Series 2015-A Bonds shall have no rights to any funds held in the Debt Service Reserve Account.

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2015-A Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2015-A Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2015-A Bonds.

Section 204. Delivery of Series 2015-A Bonds. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Series 2015-A Bonds in accordance with the provisions of ***Section 206*** of the Series 2011-A Resolution, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

Section 205. Sale of the Series 2015-A Bonds – Loan and Security Agreement. The Mayor is hereby authorized to execute the Loan and Security Agreement in substantially the form submitted to the governing body concurrently with the adoption of this Resolution, with such changes therein as shall be approved by the Mayor and the City Attorney, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Loan and Security Agreement, the Issuer agrees to sell the Series 2015-A Bonds to the Bank for the Purchase Price, upon the terms and conditions set forth therein.

Section 206. No Offering Document. The Issuer has not prepared any official statement, private placement memorandum or other offering document in connection with the issuance of the Series 2015-A Bonds.

Section 207. Incorporation by Reference. The remaining provisions of ***Article II*** of the Series 2011-A Resolution, to the extent not inconsistent with the provisions of this ***Article II***, are hereby incorporated by reference.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. At the option of the Issuer, the Series 2015-A Bonds shall be subject to redemption and payment prior to their Stated Maturity as a whole at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount).

Section 302. Other Redemption Provisions. The provisions of ***Article III*** of the Series 2011-A Resolution, to the extent not inconsistent with the provisions of this ***Article III***, are hereby incorporated by reference.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Series 2015-A Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the Issuer hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2015-A Bonds. The Series 2015-A Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the Issuer is not pledged to the payment of the Bonds, either as to principal or interest.

The covenants and agreements of the Issuer contained herein and in the Series 2015-A Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2015-A Bonds, all of which Series 2015-A Bonds shall be of equal rank and without preference or priority of one Series 2015-A Bond over any other Series 2015-A Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2015-A Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. The Series 2015-A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with any Parity Bonds and Parity Obligations, provided that the Owners of the Series 2015-A Bonds shall have no rights to any funds held in the Debt Service Reserve Account. The Series 2015-A Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Parity Bonds and Parity Obligations and the Parity Bonds and Parity Obligations shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Series 2015-A Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Series 2015-A Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Debt Service Account for Taxable Electric Utility System Revenue Bonds, Series 2015 A.

(b) Costs of Issuance Account for Taxable Electric Utility System Revenue Bonds, Series 2015-A.

(c) Project Fund for Taxable Electric Utility System Revenue Bonds, Series 2015-A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Series 2015-A Resolution so long as the Series 2015-A Bonds are Outstanding.

The Funds and Accounts created or referenced in the Series 2011-A Resolution and Series 2013-A Resolution are hereby ratified and confirmed and shall be administered in accordance with the provisions of said resolutions so long as the respective Series 2011-A Bonds and Series 2013-A Bonds are Outstanding,

Section 502. Deposit of Series 2015-A Bond Proceeds. The net proceeds received from the sale of the Series 2015-A Bonds shall be deposited simultaneously with the delivery of the Series 2015-A Bonds as follows:

(a) The sum of $100,000 shall be deposited in the Costs of Issuance Account.

(b) The remaining balance of the proceeds derived from the sale of the Series 2015-A Bonds shall be deposited in the Project Fund.

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used for the sole purpose of: (a) paying the costs of the Project, in accordance with the plans and specifications therefor prepared by the Consulting Engineer, heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; and (b) paying Costs of Issuance.

Withdrawals from the Project Fund shall be made only when authorized by the governing body of the Issuer. Each authorization for costs of the Project shall be supported by a certificate executed by the Consulting Engineer that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, and that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the purpose of this Series 2015-A Resolution. Upon completion of the Project, any surplus remaining in the Project Fund shall be deposited in the Debt Service Account.

Section 504. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the Issue Date, shall be transferred to the Project Fund until completion of the Project and thereafter to the Debt Service Account.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2015-A Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in the Bond Resolution.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as set forth in ***Section 602*** of the Series 2013-A Resolution, provided that the Debt Service Account shall be funded in the same manner and at the same time as the Debt Service Account-Parity Bonds.

Section 603. Other Provisions. The provisions of ***Article VI*** of the Series 2011-A Resolution, to the extent not inconsistent with the provisions of this ***Article VI***, are hereby incorporated by reference.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.
Moneys in each of the Funds and Accounts shall be deposited and may be invested in accordance with the provisions of ***Article VII*** of the Series 2011-A Bond Resolution, as supplemented.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Incorporation by Reference. The provisions of ***Articles VIII*** through ***XI***, inclusive, and ***Article XV*** of the Series 2011-A Bond Resolution, to the extent not inconsistent with the provisions of this Series 2015-A Resolution, are incorporated herein by reference.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Inconsistent Provisions. In case any one or more of the provisions of this Series 2015-A Resolution or of the Series 2015-A Bonds issued hereunder shall for any reason be inconsistent with the provisions of the Series 2011-A Bond Resolution, any Parity Resolution or any previously issued Bonds, the provisions of the Series 2011-A Bond Resolution shall prevail with respect to such previously issued Bonds, so long as such previously issued Bonds are Outstanding.

Section 902. **Electronic Transactions.** The issuance of the Series 2015-A Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 903. **Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Series 2015-A Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 904. **Severability.** If any section or other part of this Series 2015-A Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 905. **Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 906. **Effective Date.** This Series 2015-A Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on February 24, 2015.

(SEAL)

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. R-15-20 (the "Bond Resolution") of the City of Coffeyville, Kansas, adopted by the governing body on February 24, 2015, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: February 24, 2015.

____
Cindy Price, City Clerk

EXHIBIT A
(FORM OF SERIES 2015-A BOND)

REGISTERED **REGISTERED**
NUMBER: R-1 **$10,000,000**

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF MONTGOMERY
CITY OF COFFEYVILLE
TAXABLE ELECTRIC UTILITY SYSTEM REVENUE BOND
SERIES 2015-A

Dated Date: March 10, 2015 **Maturity Date: September 10, 2015**

REGISTERED OWNER: JP MORGAN CHASE, N.A.

PRINCIPAL AMOUNT: TEN MILLION DOLLARS ($10,000,000)

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Coffeyville, Kansas, in the County of Montgomery, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date. Interest accruing on said Principal Amount has been prepaid to the Registered Owner as of the Issue Date.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Series 2015-A Bond Resolution.

Method and Place of Payment. The principal of this Series 2015-A Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2015-A Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2015-A Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"), payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) at the option of the Registered Owner, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of the Series 2015-A Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

Authorization of Series 2015-A Bonds. This Series 2015-A Bond is one of an authorized series of bonds of the Issuer designated "Taxable Electric Utility System Revenue Bonds, Series 2015-A," aggregating the principal amount of $10,000,000 (the "Series 2015-A Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2015-A Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2015-A Bonds (collectively the

"Series 2015-A Bond Resolution"). The Series 2015-A Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Series 2015-A Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the Issuer's Electric Utility System (the "System"), and the taxing power of the Issuer is not pledged to the payment of the Series 2015-A Bonds either as to principal or interest. The Series 2015-A Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2015-A Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with to any Parity Bonds or Parity Obligations currently Outstanding or to be issued pursuant to the Bond Resolution, provided that the Owners of the Series 2015-A Bonds shall have no rights to any funds held in the Debt Service Reserve Account but senior in lien status to any Junior Lien Obligations or Subordinate Lien Bonds currently Outstanding or to be issued pursuant to the Series 2015-A Bond Resolution.

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2015-A Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the System, pay the principal of and interest on the Series 2015-A Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Series 2015-A Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

Redemption Prior to Maturity. At the option of the Issuer, the Series 2015-A Bonds will be subject to redemption and payment prior to maturity as a whole at any time, at the redemption price of 100% (expressed as a percentage of the principal amount) in the manner and upon such notice as is set forth in the Series 2015-A Bond Resolution.

Transfer and Exchange. This Series 2015-A Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2015-A Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2015-A Bond or Series 2015-A Bonds in an Authorized Denomination of the same maturity shall be issued to the transferee in exchange therefor as provided in the Series 2015-A Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2015-A Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2015-A Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2015-A Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Series 2015-A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Series 2015-A Bond Resolution until the

Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2015-A Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Revenues of the System and for the application of the same as provided in the hereinafter defined Series 2015-A Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2015-A Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF COFFEYVILLE, KANSAS

(Facsimile Seal)

____________(facsimile)____________
James Falkner, Mayor

ATTEST:

By __________(facsimile)____________
Cindy Price, City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2015-A Bond is one of a series of Taxable Electric Utility System Revenue Bonds, Series 2015-A, of the City of Coffeyville, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: ________________________

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By ____________________________________

Registration Number: 0126-063-031015-[___]

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2015-A Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

____
(Name and Address)

____
(Social Security or Taxpayer Identification No.)

the Series 2015-A Bond to which this assignment is affixed in the outstanding principal amount of $____________, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____________________ as agent to transfer said Series 2015-A Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated ______________________

____
Name

____
Social Security or
Taxpayer Identification No.

____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _______________________________________

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF MONTGOMERY)

The undersigned, Clerk of the City of Coffeyville, Kansas, does hereby certify that the within Series 2015-A Bond has been duly registered in my office according to law as of March 10, 2015.

WITNESS my hand and official seal.

(Facsimile Seal) _______________(facsimile)___________________
Cindy Price, City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Series 2015-A Bond has been filed in the office of the State Treasurer, and that this Series 2015-A Bond was registered in such office according to law on ________________.

WITNESS my hand and official seal.

(Facsimile Seal) By: __________(facsimile)____________________
Treasurer of the State of Kansas

RESOLUTION NO. R-15-21

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF ELECTRIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF COFFEYVILLE, KANSAS.

WHEREAS, the City of Coffeyville, Kansas (the "Issuer"), owns and operates an Electric Utility System (the "System"); and

WHEREAS, the Issuer is authorized under the provisions of K.S.A. 10-1201 *et seq*. (the "Act") to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the System, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived from the operation of the System; and

WHEREAS, the governing body of the Issuer has pursuant to Resolution No. R-15-01 declared its intention under the Act to acquire, construct, reconstruct, alter, repair, improve, extend or enlarge the System (the "Project") at an estimated cost of $62,425,400 and to issue System revenue bonds in an amount of not to exceed $71,810,000; notice of such intention was published one time in the official newspaper of the Issuer and no sufficient written protest thereto was filed with the Clerk within fifteen (15) days after said publication date all as set forth in the Act; and

WHEREAS, the Issuer has heretofore authorized the issuance of its $10,000,000 Taxable Electric Utility System Revenue Bonds, Series 2015-A to pay a portion of the costs of the Project (the "Series 2015-A Bonds"); and

WHEREAS, the Issuer proposes to issue additional revenue bonds so authorized to pay additional costs of the Project and to retire the Series 2015-A Bonds; and

WHEREAS, the governing body of the Issuer has caused plans and specifications for the Project and an estimate of the cost thereof to be prepared by the Consulting Engineer which have previously been accepted and approved and shall be placed on file in the office of the Clerk; and

WHEREAS, the Issuer has selected the firm of Springsted Incorporated, as municipal advisor ("Municipal Advisor"), Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), and JP Morgan Securities, as purchaser (the "Purchaser"), relating to the issuance of such additional System revenue bonds; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of the additional revenue bonds, the governing body desires to authorize the Mayor to confirm the sale of the additional revenue bonds, if necessary, prior to the next meeting of the governing body to adopt the necessary ordinance and resolution providing for the issuance thereof.

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

Section 1. The Municipal Advisor is hereby authorized to negotiate with the Purchaser for the sale of the Issuer's Electric Utility System Revenue Bonds, Series 2015-B and Taxable Electric Utility

System Revenue Bonds, Series 2015-C (collectively, the "Series 2015 Bonds") in accordance with the presentation made by the Municipal Advisor this date. The sale negotiations shall be accomplished in consultation with the Director of Finance, the City Attorney and Bond Counsel. The final pricing and repayment terms thereof shall be determined by the Director of Finance. The confirmation of the sale of the Series 2015 Bonds shall be subject to the execution of a bond purchase agreement (the "Bond Purchase Agreement") between the Purchaser and the Issuer, the passage of an ordinance and adoption of a resolution by the governing body of the Issuer authorizing the issuance of the Series 2015 Bonds and the execution of various documents necessary to deliver the Series 2015 Bonds. The Mayor is hereby authorized to execute the Bond Purchase Agreement in a form approved by the City Attorney and Bond Counsel, provided that the sale of the Series 2015 Bonds is subject to the following parameters: (a) aggregate principal amount not to exceed $71,810,000; and (b) aggregate true interest cost ("TIC") not to exceed [____]%.

Section 2. The Purchaser, in conjunction with the Clerk, the Director of Finance, the Municipal Advisor and Bond Counsel, is hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Series 2015 Bonds. The Issuer hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the offering for sale of the Series 2015 Bonds.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and Director of Finance or other appropriate officers of the Issuer are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final", in substantially the form attached hereto as ***Exhibit A***, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The Issuer agrees to provide to the Purchaser within seven business days of the date of the Bond Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, Director of Finance, Clerk and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Series 2015 Bonds and to provide for notice of redemption of the Series 2015-A Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on February 24, 2015.

(SEAL)

ATTEST:

James Falkner, Mayor

Cindy Price, City Clerk

JLN\600145.70056\SALEDOCS (02-17-15)

Item # H-4

CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	02/28/2015	
RESOLUTION OR ORDINANCE NUMBER	S-15-02	
AGENDA TITLE	4 State Maintenance Tax Incentive/Abatement	
REQUESTING DEPARTMENT	Economic Development	
PRESENTER	Trisha Purdon – Assistant to the City Manager	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To provide an annual review of the Four State Ad Valorem Property Tax Exemption and determine the rate for level of exemption for 2015.	

BACKGROUND	The original exemption request was approved by Ordinance S-09-05, effective January 1, 2009, through December 31, 2019. The exemption was for a 10,000 square foot addition to the existing Four State warehouse located at 503 N. Cline. In 2008, the City Finance Director and City Manager were informed that Four State Maintenance and Supply were considering building another building in a metropolitan community, and not in Coffeyville. This incentive was offered to the company to help them expand their current facility and create the new jobs in Coffeyville rather than in another city. The company applied for the tax incentive/abatement under the Property Classification of: storage of goods or commodities that are sold or traded in interstate commerce. This was a unique application due to this property classification that has not been used frequently in Montgomery County. This is Year 6 of the current tax exemption for Four State. In addition to the on-going exemption, Four State previously had an exemption for real and personal property for the 10-year period January 1, 2001, through December 31, 2010. The City is required to provide renewal documentation of all open tax exemptions to the County Appraiser on an annual basis by March 1. According to the City's Policy and Procedures on Ad Valorem Property Tax Exemptions and Incentives for Economic Development, *"The extent and term of any tax exemption incentive granted shall be subject to annual review by the Governing Body to ensure that the ownership and use of the property and any other qualifying criteria of the business for the tax exemption incentive continue to exist."* Our current policy for tax exemptions has been in place since June, 1995. Annual reviews have been conducted for the last five years of the Four State tax exemption. The forms that were completed in previous years did not include all of the projections that were provided in the initial application however. In the initial application, they included Job projections, wage projections, annual sales projections, and local purchase and sales projections. In years 2010-2012, the only data that was provided to the City Commission to review was on Jobs, and in 2013, jobs and wage data was

	provided. Based on information provided by the Kansas Department of Commerce, we should be analyzing all the data in the original application to be certain that Four State Maintenance Supply continues to meet all the term and conditions established as a condition of granting the exemption. This would include the 4 projections (jobs, wages, annual sales, and local purchases) provided in the original application which was approved by the City Commission and the Kansas Board of Tax Appeals in 2009-10. Lastly, In each of the last five years, a 100% tax exemption has been granted to Four State, abating only the incremental taxes that would have been generated by the expansion. Four State continues to pay real and personal property taxes on the buildings and equipment that existed before the expansion.

ANALYSIS	Based on the information and feedback received from the Kansas Department of Commerce, staff requested additional information from Four State Maintenance Supply to ensure that all annual reports are comprehensive and meet the projections provided in the initial application. After meeting with the company, staff has provided additional information on how staff should count employees at the company, updated wage information (with historical figures), Annual sales projections versus actual sales from 2008-2015, and Local purchases which would have generated local sales tax revenue for the City. JOBS (**Exhibit A)**: Four State annually provides their Quarterly Wage Reports and some supplementary payroll information for the prior year with their renewal application, which enables the City to analyze a number of criteria. Job creation is one such criteria taken into account when an exemption is initially considered. Often, the rationale for abating such property taxes is that job creation and/or increased wage rates stimulate the local economy and are thus worth the investment of tax dollars. Over the past 5 years, Four State Maintenance has stated that their job counts were considerably higher that what staff has presented each year, due to a miss-categorization of how these employees are counted. Due to feedback from the State of Kansas Department of Commerce, The Kansas Board of Tax Appeals, and the IRS, we have found that only those contract employees that the company can provide 1099 forms for, that served in a capacity that was not a temporary position, but a long term year round position could be counted. In addition, due to the unique nature of Four State Maintenance Supply's sales staff, Jobs are counted as positions that were created for a specific sales territory vs. a standard office position. Based upon this information, staff evaluated the employment numbers since 2008 that was provided each year and recounted the jobs that were created by Four State Maintenance Supply. A comparison of the recounted numbers versus the original method is included in Exhibit "A" Jobs.

	According to the data provided and verified via Kansas Quarterly wage reports and payroll reports, 4State had 43 employees in 2008, versus the 30 that staff listed in 2008. In order to count employees fairly, this was the new base that we can compare the current job totals to. Staff reviewed the current wage reports and has determined that there are 33 employees that worked for 4State Maintenance Supply in 2014. This does not include 1 contract employee, as there was no way to verify this employee's service from 2008-2014, as no 1099 forms were provided to staff. This would put the company at a loss of 13 jobs from 2008-2014, versus the previous method of job count which put the company at only one lost job. WAGES **(Exhibit B)**: Exhibit "B" Show the salary for new employees and FTE employees. The FTE number excludes new employees and part-time employees to show an accurate salary number. Staff went back through wage data provided to show a historical view of the starting wage of employees at Four State. One important point in this table is that these hires would not necessarily be in the same category each year, thus the wide range of average salaries each year. However, on average the starting salary of a Four State Maintenance Supply employee does exceed the median wage of Coffeyville Employees ($31,000). ANNUAL SALES **(Exhibit C)**: Although it has not been factored in to the annual renewal in the past, the initial application also required that the company provide growth estimates for their annual sales due to the expansion, and their projected annual local purchases that are subject to local sales tax. Due to feedback from the company, this information has been gathered for the 2014 review, and historical data has also been provided by the company for the City Commission to evaluate as part of the annual renewal application. This is shown in Exhibit "C" Sales. As their initial year of 2008 was very successful, they do not meet their growth rate

	that they estimated in 2008. However, they did steadily grow over the abatement period. LOCAL PURCHASES (subject to local sales tax) **(Exhibit C)**: Lastly, their estimates for local sales taxes have been greatly exceeded each year. This was also one of the items listed in their original application that the Commission could consider as part of their renewal decision. In 2014, they estimated that their local purchases would be $48,000 and their actual purchases were $227,526. This created $6,826 in sales tax revenue for the City. Thus, if you factor in the cost of the annual exemption of $9,539.73, the annual purchases alone make up almost 75% of the cost of the exemption. One of the most significant developments is the increase in local employees. Last year, the Commission encouraged Four State to consider residency when adding new employees and encouraging those employees to live in Coffeyville when they are hired. As of 02/06/2015, 76% (22 out of 29 Employees) of all employees live in Coffeyville. Two of the remaining 7 employees live in Montgomery County. They have hired 6 new employees this year, and are expecting to hire more over the next year. Due to the expansion of services into the hard wood floor refinishing business, they anticipate that they will need to hire additional employees over the next few years. In addition, they have added a second shift at their facility to accommodate the increased business that they are experiencing. It is difficult to gauge the extent to which economic factors beyond their control have impacted their ability to grow as a company and thus provide additional employment as originally projected. As well as the fact that the addition of 11 jobs during the abatement period does not appear to require that such jobs be created in any particular year or on a predefined schedule. In addition, according to the Kansas Statute governing these tax abatements/

	incentives, the Company is only obligated to create one new job in order to satisfy the Kansas Board of Tax Appeals approval. Presuming the linear addition of employees over the abatement period, Four state would have added one new employee, which they did, in addition to hiring one contracted employee. That said, one important factor to consider in this application is the average hourly wage for all full time employees and the average starting wage for new employees. This rate is higher than the average starting and median wage of businesses in Coffeyville, and is higher than their initial projections. **Exhibit D** Further identifies the tax benefit Four State has received for the exemption. To date, total taxes exempted for the new addition are $52,948.39. Our tax exemption policy is written such that the initial three years of an exemption (considered the "ramp-up" period) are abated at 100%. The remaining seven years shall be exempted at $1,000 per job, but may be adjusted by the Governing Body as a result of the annual review. Historically, not just for Four State Maintenance Supply but for all exemptions granted by the City, the exempted rate has remained at 100% during the term of the abatement.
PUBLIC INFORMATION PROCESS	Because tax exemption renewals require an ordinance, two readings are required and will be conducted at Commission meetings on 2/10/15 and 2/24/15, respectively, as well as publication in the Coffeyville Journal upon final approval.
BOARD OR COMMISSION RECOMMENDATION	N/A

STAFF RECOMMENDATION	Staff has determined the ownership and use of the exempted property is consistent with the original tax exemption application. While employment levels are below projected levels in the application, hourly wages and annual salary wages are above the projections in their application. In addition, their local purchases have far exceeded their projections, thus creating additional sales tax revenue for the City than was originally projected. Staff recommends that the Commission should expand their annual review to include employment levels, number of local hires, total compensation, increased local purchases vs. projections, and total annual sales in determining if the application should be approved and rate at which the tax exemption will be set.
REFERENCE DOCUMENTS ATTACHED	Exhibit A-D: Job Creation and Wage Analysis

ORDINANCE NO. S-15-02

AN ORDINANCE TO APPROVE AN ANNUAL RENEWAL OF THE TEN-YEAR PROPERTY TAX EXEMPTION-INCENTIVE (JANUARY 1, 2009 THROUGH DECEMBER 31, 2018) GRANTED BY ORDINANCE NO. S-09-05 ON CERTAIN IDENTIFIED REAL AND PERSONAL PROPERTY OF FOUR STATE MAINTENANCE SUPPLY, INC. FOR THE ONE-YEAR PERIOD BEGINNING JANUARY 1, 2015 THROUGH DECEMBER 31, 2015.

WHEREAS, the Board of Commissioners of the City of Coffeyville, Kansas has reviewed updated information on Four State Maintenance Supply, Inc. and determined the ownership, use of the property and other qualified criteria for the tax exemption-incentive of Four State Maintenance Supply, Inc. continues to exist and is consistent with their original property tax exemption-incentive applications.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the City of Coffeyville, Kansas that pursuant to the provisions of the City's "Statement of Policy and Procedures on Ad Valorem Property Tax Exemptions and Incentives for Economic Development" (Resolution No. R-95-02) the ten-year property tax exemption-incentive (January 1, 2009 through December 31, 2018) granted by Ordinance No. S-09-05 on certain identified real and personal property of Four State Maintenance Supply, Inc. is approved for an annual renewal at the rate of _____% for the one-year period beginning January 1, 2015 through December 31, 2015.

PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF COFFEYVILLE THIS 24th DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

Exhibit "A" Jobs

Four State Maintenance Supply, Inc

Savings From Tax Exemption/ Incentive Benefit

Property Tax Exemption / Incentive- Ordinance No. S-09-05

6-Feb-15

Calendar Year	Base Employment 2008	New Job Creation Goal Per App	Cumulative Total Job Goal + Base	Previous Counting Method Average Employment	Performance To Date Plus or Minus (Original Count)	Updated Base	Goal Per Application	Cumulative Total Job Goal + Base	Actual Avg. Total Employment To Date 2009 Base - 45	Performance To Date Updated Method
2009	30	2	32	31	1	43	2	45	39	-6
2010	30	1	33	29	-1	43	1	46	37	-9
2011	30	1	34	28	-2	43	1	47	39	-8
2012	30	1	35	30	0	43	1	48	38	-10
2013	30	1	36	28	-2	43	1	49	38	-11
2014	30	1	37	29	-1	43	1	50	33	-17
2015	30	1	38			43	1	51		
2016	30	2	40			43	2	53		
2017	30	0	40			43	0	53		
2018	30	1	41			43	1	54		
Total	30	11	41	29					37	

Exhibit "B" Wages

Four State Maintenance Supply, Inc

Savings From Tax Exemption/ Incentive Benefit

Property Tax Exemption / Incentive- Ordinance No. S-09-05

6-Feb-15

Calendar Year	New Employee Salary Goal	New Job Creation Goal Per App	Average Salary New Employees	Average Hourly New Employees	Census Median Wage Comparison	Census Hourly Wage Comparison	Exceeds Salary goal by:
2009	$ 25,000	2	$ 36,878.00	$ 17.73	$ 31,537	15.16	$ 11,878
2010	$ 26,250	1	$ 36,400.00	$ 17.50	$ 31,537	15.16	$ 10,150
2011	$ 27,563	1	$ 40,331.00	$ 19.39	$ 31,537	15.16	$ 12,769
2012	$ 28,941	1	$ 46,176.00	$ 22.20	$ 31,537	15.16	$ 17,235
2013	$ 30,388	1	$ 21,029.00	$ 10.11	$ 31,537	15.16	$ (9,359)
2014	$ 31,907	1	$ 35,485.00	$ 17.06	$ 31,537	15.16	$ 3,578
2015	$ 33,502	1					
2016	$ 35,178	2					
2017	$ 36,936	0					
2018	$ 38,783	1					
Total		11	$ 36,049.83	$ 17.33		15	$ 46,251

Exhibit "C" Sales

Four State Maintenance Supply, Inc

Savings From Tax Exemption/ Incentive Benefit

Property Tax Exemption / Incentive- Ordinance No. S-09-05

6-Feb-15

Calendar Year	Sales (Base) 2008	Incremental Sales Increase Goal	Estimated Sales	Actual Sales	Difference Actual - Base Sales	Projected Local Sales	Actual LOCAL Sales	Difference Projected vs. Actual	Taxes Levied	Annual Exemption Total	Difference Tax Revenue vs. Exemption
2009	$ 7,400,000	$ 536,000	$ 7,936,000	$ 6,850,000	**$ (550,000)**	$ 32,000	$ 100,725	**$ 68,725**	**$ 2,518**	$ 5,619.32	$ (3,101.20)
2010	$ 7,400,000	$ 582,000	$ 7,982,000	$ 6,700,000	**$ (700,000)**	$ 35,000	$ 137,725	**$ 102,725**	**$ 3,443**	$ 9,535.56	$ (6,092.44)
2011	$ 7,400,000	$ 630,000	$ 8,030,000	$ 7,000,000	**$ (400,000)**	$ 38,000	$ 272,725	**$ 234,725**	**$ 8,182**	$ 9,313.18	$ (1,131.43)
2012	$ 7,400,000	$ 690,000	$ 8,090,000	$ 7,500,000	**$ 100,000**	$ 41,300	$ 223,126	**$ 181,826**	**$ 6,694**	$ 9,154.76	$ (2,460.99)
2013	$ 7,400,000	$ 750,000	$ 8,150,000	$ 7,200,000	**$ (200,000)**	$ 45,000	$ 133,015	**$ 88,015**	**$ 3,990**	$ 9,785.84	$ (5,795.39)
2014	$ 7,400,000	$ 813,000	$ 8,213,000	$ 7,100,000	**$ (300,000)**	$ 48,000	$ 227,526	**$ 179,526**	**$ 6,826**	$ 9,539.73	$ (2,713.96)
2015	$ 7,400,000	$ 860,000	$ 8,260,000			$ 52,000				$ -	$ -
2016	$ 7,400,000	$ 921,000	$ 8,321,000			$ 56,000				$ -	$ -
2017	$ 7,400,000	$ 980,000	$ 8,380,000			$ 58,000				$ -	$ -
2018	$ 7,400,000	$ 1,040,000	$ 8,440,000			$ 62,000				$ -	$ -
Total	$ 74,000,000	$ 7,802,000	$ 81,802,000	$ 42,350,000	**$ 467,300**	$ 182,474	$ 1,094,842	**$ 855,542**	**$ 31,653**	**$ 52,948**	**$ (21,295)**

Exhibit "D" Taxes

Four State Maintenance Supply, Inc

Savings From Tax Exemption/ Incentive Benefit

Property Tax Exemption / Incentive- Ordinance No. S-09-05

6-Feb-15

Calendar Year	Total Taxes That Would have Been Paid Without An Exemption	Actual Real Property Tax Paid	Actual Personal Property Tax Paid	Total Actual Real & Personal Property Tax Paid	Real & Personal Property Tax Savings From Exemption
2009	$ 24,819.14	$ 16,983.70	$ 2,216.12	$ 19,199.82	$ 5,619.32
2010	$ 25,020.96	$ 6,668.12	$ 8,817.28	$ 15,485.40	$ 9,535.56
2011	$ 26,435.18	$ 11,597.96	$ 5,524.04	$ 17,122.00	$ 9,313.18
2012	$ 25,717.48	$ 11,290.00	$ 5,272.72	$ 16,562.72	$ 9,154.76
2013	$ 29,965.52	$ 11,495.12	$ 8,684.56	$ 20,179.68	$ 9,785.84
2014	$ 23,266.01	$ 11,242.86	$ 2,483.42	$ 13,726.28	$ 9,539.73
2015				$ -	
2016				$ -	
2017				$ -	
2018				$ -	
Total	$ 155,224.29	$ 69,277.76	$ 32,998.14	$ 102,275.90	$ 52,948.39

Analysis of Jobs Created Versus Savings From Tax Exemptions

Combined Savings to Date from Tax Exemption	New Jobs Created to Date	Tax Exemption Per Job Created	Annual Savings Per Job Created
$ 52,948.39	-17	$ (3,114.61)	$ (1,038.20)

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	February 24, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-22 R-15-23 R-15-24 R-15-25	
AGENDA TITLE	o **Resolution to authorize execution of Grant Agreement No. 15-PF-016 with the State of Kansas, Department of Commerce** o **Resolution to adopt a Code of Ethics for projects using Kansas Department of Commerce CDBG Funding** o **Resolution to adopt a Community Block Grant Program Procurement Plan** o **Resolution to adopt a Civil Rights/Fair Housing Policy**	
REQUESTING DEPARTMENT	Public Works/Engineering	
PRESENTER	Chuck Shively, Director of Public Works	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To enter into an agreement with the Kansas Department of Commerce for a $400,000 CDBG Grant for repair/replacement of 9th Street from Camden Street to Hall Street, and to adopt related required documents.	

BACKGROUND	On October 14, 2014 the City Commission held a public hearing and approved application documents for a potential $400,000 CDBG grant for the Kansas Department of Commerce for milling and overlay of 9th street from Camden street to hall Street, including full depth concrete replacement of the Reed street intersection and installation of required ADA handicap accessible ramps at all intersections and curb and gutter replacement as necessary. On January 26, 2015 the City was notified that our grant application was successful. At a technical assistance meeting on February 11, 2015 the City received the grant Agreement and related required documents.
SPECIAL NOTES	
ANALYSIS	Attached to this staff report are four Resolutions: o A Resolution to authorize execution of Grant Agreement No. 15-PF-016 with the State of Kansas, Department of Commerce o A Resolution to adopt a Code of Ethics for projects using Kansas Department of Commerce CDBG Funding o A Resolution to adopt a Community Block Grant Program Procurement Plan o A Resolution to adopt a Civil Rights/Fair Housing Policy Also attached are the four documents to be approved.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Authorize the four (4) Resolutions approving the CDBG Grant agreement and related required documents.

REFERENCE DOCUMENTS ATTACHED	• Resolution R-15-22 • Agreement No. 15-PF-016 with the State of Kansas, Department of Commerce • Resolution R-15-23 • Code of Ethics for projects using Kansas Department of Commerce CDBG Funding • Resolution R-15-24 • Community Block Grant Program Procurement Plan • Resolution R-15-25 • Civil Rights/Fair Housing Policy

RESOLUTION NO. R-15-22

A RESOLUTION TO AUTHORIZE THE EXECUTION OF GRANT AGREEMENT NO. 15-PF-016 BETWEEN THE STATE OF KANSAS DEPARTMENT OF COMMERCE AND THE CITY OF COFFEYVILLE FOR A $400,000.00 COMMUNITY DEVELOPMENT BLOCK GRANT.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute Grant Agreement No. 15-PF-016 between the State of Kansas Department of Commerce and the City of Coffeyville for a $400,000.00 Community Development Block Grant..

ADOPTED THIS 24TH DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

Business and Community Development
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

Kansas
Department of Commerce

Phone: (785) 296-5298
Fax: (785) 296-3490 TTY: 711
busdev@kansascommerce.com
KansasCommerce.com

Pat George, Secretary

Sam Brownback, Governor

January 29, 2015

The Honorable James Falkner
Mayor, City of Coffeyville
PO Box 1629
Coffeyville, KS 67337

Re: Grant No. 15-PF-016

Dear Mayor Falkner:

Congratulations on being selected to receive a 2015 Small Cities Community Development Block Grant (CDBG) Community Improvement grant in the amount of $400,000, which will fund a street project. Added to the local contribution of $400,000, the total estimated project cost will be $800,000.

A technical assistance training has been set for Wednesday, February 11th, 10:30 a.m. at the Kansas Department of Children and Families, 1500 West 7th, Chanute, to provide you with contracts and information on how to begin the grant administration process. **The grantee is required to attend the entire training.** Please bring the original LMI survey's along with the supporting code sheet, if applicable.

Until Commerce has approved the recipient's request for release of funds and environmental certification, neither the recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or a project activity. Further, no participant in the development process, including contractors, may commit non-HUD funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmentals should be cleared within 6 months from contract start date.

You are reminded that should a contract not be made with the state, any cost incurred toward the project would be borne by the recipient. The CDBG funds you are being awarded are contingent upon our receipt of funds from the U.S. Department of Housing & Urban Development.

Contracting between the City/County and the State must occur within 90 days of the training date or April 1. The contract beginning date of this award is April 1. The construction contract must be awarded within one year from contract start date. Failure to meet this deadline may result in withdrawal of this grant. As you are aware, all CDBG grants must be administered by a Certified Grant Administrator.

The Department looks forward to assisting you in the implementation of the project. If you have any questions on the contracting process, please contact Salih Doughramaji of the CDBG staff at (785) 296-3004.

Sincerely,

Pat George
Secretary

PG:SD:cav

STATE OF KANSAS

GRANT AGREEMENT NO. **15-PF-016**
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Coffeyville

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Coffeyville,** Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: SPECIAL CONDITIONS (attached hereto) and APPROVED PROJECT APPLICATION.

B. Together they embody the entire Agreement between the Department and Grantee with respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.

B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.

C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **APRIL 1, 2015,** hereinafter called the "Commencement Date," and shall be complete on **MARCH 31, 2017,** hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **$400,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.

B. In addition, the Grantee shall provide **$400,000** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.

C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **$400,000.** Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.

E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.

F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.

B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.

C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.

D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.

VIII. Environmental Review Compliance

A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.

B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (OMB Circular A-87). Cost items not specifically authorized may only be incurred after written approval by the Department.

B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.

D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."

E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.

F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.

G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

A. The Grantee shall be entitled to receive requisitioned funds from the Department only in accordance with its actual and immediate cash requirements and only when the total of federal funds remaining on hand in the depository account does not exceed $5,000 and is insufficient to meet immediate disbursement needs.

B. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than $3,000 and in no cases more than $200,000.

C. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.

D. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.

E. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.

F. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:

1. Moneys received from the Department.

2. Program income earned through program activities.

B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.

B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:

1. Maintenance of separate accounting records and source documentation for the Community Development Program;

2. Provision for accurate, current and complete disclosure of the financial status of the Program;

3. Establishment of records of budgets and expenditures for each approved activity;

4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;

5. Provision of financial status reports in the form specified by the Department;

6. Compliance with the Department's audit requirements (OMB Circular A-133); and

7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.

B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.

C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.

D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.

E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.

B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed $25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
- A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.

C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.

B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.

B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.

C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.

D. The Department retains the right to recover any appropriate amount of unobligated program funds.

E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department's property management procedures.

XVIII. Termination for Convenience

A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.

B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.

C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on the U.S. Single Audit Act of 1984 as amended in 1996 and Office of Management and Budget (OMB) Circular A-133.

1. If the local government expends $500,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with OMB Circular A-133. An A-133 audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.

2. If the local government expends less than $500,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.

3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before March 20th of each fiscal year.

B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.

C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. <u>Retention of and Access to Records</u>

A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.

B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the <u>entire State CDBG grant year you were awarded from has been closed out by HUD</u>.

C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. <u>Conflict of Interest</u>

A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at CFR 570.611 shall apply.

B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.

C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.

D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. <u>Equal Opportunity</u>

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d <u>et</u> <u>seq</u>., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. <u>Waiver of Enforcement</u>

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. <u>Reversion of Assets</u>

A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.

B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:

1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or $10,000 cumulative of CDBG monies, whichever is less.

2. The change does not increase any professional services of the CDBG approved budget;

3. The change will not significantly change the scope, location or objectives of the approved activities; and

4. The change does not add or eliminate any activity.

B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this ________ day of ____________________, 20 _____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: ____
CDBG Program
Kansas Department of Commerce

By: ____
Notary Public, State of Kansas

City of Coffeyville Kansas
(Grantee)

By: ____
(Name) (Title)

(SEAL)

ATTEST: ____________________________________
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 26, 2015.**

2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.

3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **MARCH 31, 2017** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.

4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **JUNE 30, 2017**.

5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.

6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with the Single Audit Act of 1984 as amended in 1996 (OMB Circular A-133) for such fiscal year unless exempted under OMB Circular A-133. Those Grantees having expended $500,000 or more of total federal funds from all sources must have an annual audit.

7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).

8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

____________________	____________________
Date	Official

Grantees are required to keep records until three years after <u>the entire CDBG grant year from HUD has been closed out</u>.

GRANTEE NAME: City of Coffeyville **GRANT NUMBER: 15-PF-016**

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water Treatment Plant				$ -
b. Sewer/Lines/Treatment				$ -
c. Street Improvements	$ 382,000	$ 290,000	City Funds	$ 672,000
d. Drainage/Flood				$ -
e. Center/Facility				$ -
f. Other (Identify)				$ -
g. Acquisition, including easements				$ -
h. Engineering Design		$ 56,000		$ 56,000
i. Construction Inspection		$ 52,000		$ 52,000
j. Architectural Services				$ -
k. Other Professional Services				$ -
Public Facility Activities Total	$ 382,000	$ 398,000		$ 780,000
2. Housing Activities				
a. Housing Rehabilitation				$ -
b. Lead-Based Paint Activities				$ -
c. Demolition				$ -
d. Acquisition				$ -
e. Relocation				$ -
f. New Construction				$ -
g. Housing Inspection				$ -
Housing Activities Total	$ -	$ -		$ -
3. Administration				$ -
a. Administrative Activities	$ 18,000	$ 2,000	City Funds	$ 20,000
b. Legal				$ -
c. Audit				$ -
Administration Total	$ 18,000	$ 2,000		$ 20,000
ALL ACTIVITIES TOTAL	$ 400,000	$ 400,000		$ 800,000

Rev. 12/2012

RESOLUTION NO. R-15-23

A RESOLUTION TO AUTHORIZE THE ADOPTION OF A CODE OF ETHICS FOR PROJECTS USING KANSAS DEPARTMENT OF COMMERCE CDBG FUNDING.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas to hereby adopt a Code of Ethics for Projects Using Kansas Department of Commerce CDBG Funding.

ADOPTED THIS 24TH DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

Code of Ethics for Projects using Kansas Department of Commerce CDBG Funding

1. Declaration of Policy

   The proper operation of out government requires that public officials and employees be independent, impartial, and responsible to the people, that the government decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established a code of ethics for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish ethical standards by setting forth those acts or actions that are incompatible with the best interests of the city.

2. Responsibilities of Public Office

   Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, state, and city and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

3. Dedicated Service

   All officials and employees of the city should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives. Appointive officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority.

   Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

4. Fair and Equal Treatment

   1. Interest in Appointments. Canvassing of members of the city council, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to positions filled by appointment by the city council.

   2. Use of Public Property. No official or employee shall request or permit the use of city-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such service are available to the public generally or are

provided as city policy for the use of such official or employee in the conduct of official business.

1. Obligations to Citizens. No official or employee shall grant any special considerations, treatment, or advantage to any citizen beyond that which is available to every other citizen.

5. Conflict of Interest.

No elected or appointive city official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or hers duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of officials and employees:

1. Incompatible Employment. No elected official or appointive city official or employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.

2. Disclosure of Confidential Information. No elected official or appointive city official or employee, shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the city. Nor shall he or she sue such information to advance the financial or other private interest of himself, herself, or others.

3. Gift and Favors. No elected or appointive city official or city employee shall accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, or corporation which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the city; nor shall any such official or employee (a) accept any gift, favor, or thing of value that may tend to influence him or her in the discharge of his or her or (b) grant in the discharge of his or her duties any improper favor, service, or thing of value. The prohibition against gifts or favor shall not apply to (a) an occasional nonpecuniary gift of only nominal value or (b) an award publicly present in recognition of public service or (c) any gift which would have been offered or given to him or her if not an official or employee.

4. Representing Private Interest Before City Agencies or Courts. No elected or appointive city official or employee whose salary is paid in whole or in part by

the city shall appear in behalf of private interest before any agency of this city. He or she shall not represent private interests in any action or proceedings against the interest of the city in any litigation to which the city is a party.

5. No city officer or employee shall be signatory upon, discuss in an official capacity, vote on any issue concerning or otherwise participate in his or her capacity as a public official or employee in making of any contract with any person or business:

    1. In which the officer or employee owns a legal or equitable interest exceeding $5,000 or five percent, whichever is less, individually or collectively with his or her spouse; or

    2. From which the officer or employee receives, in the current or immediately preceding or succeeding calendar year, any salary, gratuity, other compensation, or a contract for or promise or expectation of any such salary gratuity , or other compensation or remuneration having a dollar value of $1,000 or more; or

    3. In which he or she shall hold the position of officer or director, irrespective of the amount of compensation received from or ownership held in the business.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, THIS ______ DAY OF _______________, 2015.

____
Mayor

ATTEST:

____
City Clerk

SEAL

RESOLUTION NO. R-15-24

A RESOLUTION TO AUTHORIZE THE ADOPTION OF A CITY OF COFFEYVILLE COMMUNITY BLOCK GRANT PROGRAM PROCUREMENT PLAN.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas to hereby adopt a City of Coffeyville Community Block Grant Program Procurement Plan.

ADOPTED THIS 24TH DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

CITY OF COFFEYVILLE

COMMUNITY BLOCK GRANT PROGRAM

PROCUREMENT PLAN

PURPOSE

This plan establishes standards and guidelines and a code of conduct for the procurement of supplies, construction, and services from private businesses, contractors and consultants, specifically for project utilizing federal grant and loan funds.

PROCUREMENT

All recipients of federal grant funds are required to have written procurement procedures. Grantees are also required to have a written Code of Conduct which specifically prohibits elected officials, staff or agents from personally benefiting from CDBG procurements; it must prohibit the solicitation or acceptance of favors or gratuities from contractors or potential contractors; and it must provide sanctions or penalties for violations of the Code of Conduct by either city/county officials, staff or agents, or by contractors or their agents.

All procurements, regardless of dollar amount, must be conducted to provide "maximum open and free competition." Many times competition can be restricted by organizational conflict of interest or noncompetitive practices among contractors. Grantees should be alert to issues of this nature which may adversely affect procurement practices.

PROCUREMENT PROCEDURES

The State of Kansas Community Block Grant program has elected to adopt Public Law 103-355 as the procurement procedures applicable to the CDBG program. The only exception to adopting PL 103-355 in its entirety is that the maximum dollar allowance under small purchases shall be $25,000 in lieu of the $100,000 allowance under PL 103-355. The procedures outlined below are in accordance with this law. The stricter of the recipient's procedures or the State's procedures are applicable to all procurement.

If CDBG funds are used to pay for a product or service, or any part thereof, CDBG procurement procedures apply unless the local procurement policy is stricter. If CDBG funds are not used for any part of a contract, the grantee's written procurement procedures may apply.

The recipient's procurement procedures must describe how services or supplies are to be obtained. The procurement policy should address at a minimum the following requirements:

(a) Procurements should be reviewed to avoid unnecessary and duplicate purchases and to ensure costs are "reasonable."
(b) Invitation for bids or requests for proposals must be clearly written and describe the technical requirements of the equipment or services.
(c) Positive effort must be made to use small, minority and/or female-owned businesses.
(d) The method of contracting (fixed price, cost plus fixed fee, purchase orders, etc.) should be appropriate. Cost plus percentage of cost contracts must be specifically prohibited if CDBG funds are involved in a project.

Four methods of procurement are allowed by PL 103-355: small purchases; competitive sealed bids; competitive negotiations; and noncompetitive negotiations.

A. Small Purchases: Small purchases is a relatively simple and informal method used where goods or services do not cost in the aggregate more than $25,000.

(i) Price or rate quotations should be obtained from an adequate number of qualified sources (generally at least three sources). If the dollar amount is less than $500, phone solicitation is allowed.
(ii) Documentation regarding the business contacted and the prices quoted should be maintained.
(iii) Written documentation regarding basis for selection and cost should be maintained.
(iv) Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

B. Competitive Sealed Bids: Competitive sealed bids are initiated by publishing an Invitation for Bids (IFB) when the cost is estimated to be over $25,000.
(i) The IFB is used when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost.
(ii) All bids received must be tabulated and reviewed according to the written criteria given to prospective bidders.
(iii) The contract awarded must be firm-fixed-price contract (lump sum or unit price).
(iv) Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required, after confirming the contractor is not on the Federal debarred list).

C. Competitive Negotiations: Competitive negotiations are initiated by publishing a Request for Proposals (RFP) or a Request for Qualifications (RFQ). Although publishing is not required, it may be used if an adequate number of service providers are available in the circulation area. At a minimum, all qualified firms should be notified. The RFP is used when price is a factor in selection; the RFQ is used when price is considered after selection (generally for architectural services, engineering services).
(i) In both the RFP and RFQ, the services to be procured are clearly defined, as are the factors to be used in evaluation and selection.
(ii) All proposals received are to be reviewed according to the written criteria given to prospective bidders and the review should be in writing.
(iii) For RFQ's, an invitation is made to one or more respondents to negotiate a price or fee.
(iv) For both RFP's and RFQ's, selection is made on the basis of the most responsible offer or price and other factors considered.
(v) Preparation and signing of a contract formalized a scope of work and the terms of compensation is required.

D. Non-Competitive Negotiations: Non-Competitive negotiations can be used only when: (1) the use of competitive negotiations is not feasible, such as only one supplier, (2) there is some public emergency, or (3) the results of the competitive negotiations are inadequate.
(i) Negotiations are conducted with the selected company regarding a scope of work and price.
(ii) Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

MAINTAINING PROCUREMENT FILES

1. Grantee must maintain a separate file for each procurement in excess of $2,000. All files should include copies of advertisements, a list of notified firms, RFP/RFQ, a list of where bid packages were sent, copies of all bids or proposals received, and a written review of the proposals including cost data and the reasons for your selection. If a contract is noncompetitively negotiated, the file should include your justification for negotiation. The file must include cost and price detail documents and written statements explaining the basis of selection. All unsuccessful bidders must be notified in writing, and files should contain copies of letters to that effect. **The primary requirement is that the process of securing services with CDBG funds is open, competitive, and well documented.**

2. After response of either statements of qualifications from an RFQ or proposals in response to an RFP, the review process can begin according to the established selection criteria.

The review process should be uniform and well documented. The preferred method is that the review be conducted by a committee composed of at least three people who have technical knowledge of the type of project you are considering. However, these reviewers must not have apparent conflicts of interest with any of the firms or individuals under review. Examples are family relationships, close friendships, or business dealings. Some of the evaluation criteria to be considered includes:

(a) Specialized experience or technical expertise of the firm and its personnel in connection with the type of services to be provided and complexity of the project.
(b) Past record of performance on contracts with the locality and other clients, including quality of work, timeliness and cost control.
(c) Capacity of firm to perform the work within time limitation, taking into consideration the current and planned work load of the firm.
(d) Familiarity of the firm with the type of problems applicable to the project.

The relative importance of each of these factors can be determined beforehand by assigning value to each (for example, specialized experience may be assigned 40 points out of a total possible 100 points). Evaluation consideration for local firms can be established if familiarity with local conditions is an important element for a successful project. Selection criteria should be shared with all prospective bidders.

3. Once a firm is chosen and the basis of selection is documented along with the reasonability of cost, you may start the preparation of a contract with the successful individual or firm. The contract must include the following provisions:

(a) General Administrative Provisions
  (i) Effective date of contract.
  (ii) Names and addresses of the locality and firm.
  (iii) Names of representatives of locality and firm who will act as liaison for administration of the contract.
  (iv) Citation of the authority of the city/county under which the contract is entered into and source of funds.
  (v) Conditions and terms under which contract may be terminated by either party, both termination for cause and termination for convenience, and remedies for violation/breach of contract.

PROCURING PROFESSIONAL AND PERSONAL SERVICES CONTRACTS

NOTE: Grantees are reminded that an engineering firm cannot administer a CDBG grant in excess of $100,000. For those grants over $100,000, no engineering firm or any principal or employee thereof can perform both administrative and engineering services on a grant, regardless of the source of payment of either.

The grantee has the option of administering the CDBG program themselves, contracting with the local council of governments or regional planning commission (COG or RPC), or hiring a private consultant. The grantee is reminded that all applicable procurement procedures must be followed if the consultant is paid with CDBG funds. **For all grants awarded after July 1, 1999, the administrator must be certified through the CDBG Administrator's Certification process. KDOC&H should be contacted if verification is needed.**

Prior to executing an administrative contract, the grantee shall review its content to ensure that the required provisions are included.

It is recommended that the competitive negotiation method be used to procure professional services.

(a) A Request for Proposals (RFP) or a Request for Qualifications (RFQ) is issued. The RFP is used when price is a factor in selection; the RFQ is used when price is considered after selection (generally only for engineering/architectural services). The first step in both processes is to determine which services you need. The services and the factors to be used in evaluation and selection must be clearly defined.

(b) If statement of qualifications are used, each must be reviewed and ranked according to previously established selection criteria. This review must be documented in writing. Upon determination of the best statements, an invitation is made to one or more respondents to negotiate a price or fee. The reason the firm is chosen and that the price established is reasonable must be documented.

(c) If an RFP is issued, it should specify the scope of services to be provided and type of contract to be used: cost reimbursement, fixed price, or per diem contract. Cost plus a percentage of cost contracts cannot be used.

(d) The RFP should also specify that cost and price data is required to support the proposed cost, state anticipated start and completion dates, and list evaluation criteria that will be used in ranking proposals. Additionally, any materials such as reports, maps, and site plans to assist interested firms in preparing responsive proposals should be provided. If the project is complicated a pre-bid conference can be held with qualified and interested parties to discuss the project.

(e) The RFP or RFQ should also include:

(1) Scope of services, which includes a detailed description of extent and character of the work to be performed.

(2) Time for performance and completion of contract services, including project milestones, if any.

(3) Specification of materials or other services to be provided by both parties, e.g., maps, reports, printing, etc.

(4) Method of Compensation, amount of contract, and provisions for compensation for services including fee and/or payment schedules and <u>specification of maximum amount payable under contract</u>.

(f) State and Federal Standard Provisions.

All professional contracts must state that the contracting firm will abide by the laws and regulations described in the "Applicable Laws and Regulations" sections of the Kansas Small Cities CDBG Program Guidelines.

PROCURING OTHER TYPES OF CONTRACTS (CONTRACTORS)

When securing contract services other than personal or professional, it is recommended that the following steps be taken:

1. Written Procurement Procedures

(a) The competitive sealed bid is the method generally used to procure materials, supplies, equipment or contractor's services other than personal or professional. Bidding should be employed for contracts over $25,000 when specifications for the goods or services to be procured can be prepared and the primary basis for award is cost.

(b) An Invitation for Bids (IFB) notice for all procurements requiring sealed bids is issued. This notice should be published at least once in at least one official newspaper of general circulation within the community thirty days before bid date or an adequate time to allow bid preparation. Bids from responsible prospective bidders should be solicited by sending them a copy of the notice. If the project is complicated, a pre-bid conference may be held with qualified and interested parties to discuss the project.

(c) The IFB should include a general description of the goods or services to be procured, the location where bids or specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the lowest bid price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be utilized must be stated in the IFB.

The newspaper notice must also contain language which calls to the attention of bidders all applicable requirements which must be complied with such as: Section 3 of the 1968 Housing Act, Section 109 of the 1984 Housing and Community Development Act, the Civil Rights Act of 1964, and Executive Order 11246.

(d) The sealed bids should be opened in public at the time and place stated in the IFB and tabulated at that time.

SELECTION PROCEDURES

After bids are received, the review process is begun according to the established criteria. In addition to price, the following bid evaluation criteria may be used with varying weights dependent upon the particular procurement to be made:

(a) Character, integrity, reputation, judgment and experience of the firm;
(b) Ability of the vendor to provide the material or service promptly or within the time specified;
(c) Quality of performance by the vendor on previous contracts, orders or services; and
(d) Ability of the vendor to provide future maintenance and service for all equipment purchased from the vendor.

The criteria upon which a bid will be evaluated should be established by a review committee. The review should be thorough, uniform and well documented. The review committee will make a decision as to whom the contract should be awarded. <u>All unsuccessful bidders must be informed of the bid award</u>.

The estimated costs should be analyzed to determine whether the price of the services required is reasonable. Comparative prices in the area for similar services could be used in the analysis. Professional organizations, boards of trade and unions could be consulted for assistance. Costs plus a percentage of cost and percentage of construction costs method of contracting shall not be used.

All procurement transactions must be documented. Regardless of the method of procurement chosen, grantees must develop and retain records to demonstrate their reasons for choosing the method of procurement, consultant qualifications, contract specifications or scope of work, and the basis for selection of scope of work and the basis for selection or rejection of the contractor. Contract records must also document the basis for the contract price, including the cost analysis used to determine the contract price.

SPECIAL CIRCUMSTANCES

When a locality receives only one response to a competitive solicitation, the solicitation should be reviewed to determine whether it was unduly restrictive or geared to a particular contractor and must be submitted to The Kansas Department of Commerce for approval prior to awarding the contract. The locality should document the file to show that such a review was done and indicate any steps taken to ensure that further solicitation do not preclude competition.

The community may cancel an Invitation for Bids or reject all bids if it is determined in writing that it is in the best interest of the city.

CONTRACT PREPARATIONS

(a) Once a firm is chosen, preparation of a contract with the successful individual or firm may be carried out. The contract must include all of the previously mentioned provisions: Scope of services, contract amount, effective date of contract, method of compensation, and the State and Federal standards described in the “Applicable Laws and Regulations” Section of the CDBG Program Guidelines.
(b) All applicable Labor Standards requirements should be reviewed and administered. (See Labor Standards section).
(c) The statement of work should be prepared by the grantee in accordance with procurement procedures. It must describe as precisely as possible the tasks to be completed, specify

timetables for completion, identify the products and/or services to be delivered and stipulate the method of payment. The statement of work could be used as a tool to measure performance, but only if the desired outcomes are clearly specified in measurable products.

(d) Applicable federal regulations are included herein.

CODE OF CONDUCT

(a) No employee, officer or agent of the City shall participate in the selection or in the award of a contract if a conflict of interest, real or apparent, **may** be involved. This requirement also applies to members of an employee's immediate family, partners of employees and any organization which employs or is about to employ any of the above, or has a financial or other interest in the firm selected for award.

(b) Officers, employees and agents of the City shall not solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

(c) Any violation of the above noted standards of conduct by a contractor may be considered as reason to exclude a contractor from all current and future transactions and agreements with the City. Any violation of the above-noted standards of conduct by an officer, employee or agent of the City will result in termination of employment or termination of any agreement between an agent and the City. Further penalties may be imposed as prescribed by State Law, appropriate for the violations committed.

The Governing Body of the City of COFFEYVILLE hereby adopts the above procurement policies to conform with the Kansas Department of Commerce procurement guidelines, and the City of COFFEYVILLE hereby assures the Kansas Department of Commerce that it will abide by these procurement guidelines in reference to Community Development Block Grant funding.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, THIS____ DAY OF __________________ , 2015.

____

Mayor

ATTEST:

____
City Clerk

SEAL

RESOLUTION NO. R-15-25

A RESOLUTION TO AUTHORIZE THE ADOPTION OF A CIVIL RIGHTS/FAIR HOUSING POLICY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas to hereby adopt a Civil Rights/Fair Housing Policy.

ADOPTED THIS 24TH DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

CIVIL RIGHTS/FAIR HOUSING POLICY

We, the City Commission of Coffeyville adopt the following procedures for handling a civil rights/fair housing complaint(s) within our City.

1) The City Clerk shall receive all complaints within his/her office and the complaint shall then be formally introduced to the City Commission at the next regularly scheduled meeting.

2) We, the City Commission shall try to assist in resolving the conflict between the parties involved. If a resolution of the problem cannot be reached, then we will forward the complaint to the proper authorities.

3) Fair housing discrimination complaints will be submitted to HUD by phone, letter, and/or a HUD-903 form. All such complaints will be submitted to HUD at:

   Department of Housing and Urban Development
   Kansas City Regional Office, Region VII
   Office of Fair Housing & Equal Opportunity
   Gateway Tower II - 400 State Avenue
   Kansas City, KS 66101

   or by calling the Housing Discrimination Complaint HOTLINE 1-800-669-9777.

4) In the event of a civil rights complaint, we agree to also contact the following agencies:

   Kansas Human Rights Commission
   900 Jackson Street - 8th Floor
   Topeka, KS 66612
   (785) 296-3206

   Kansas Department of Commerce
   1000 S.W. Jackson St., Suite 100
   Topeka, KS 66612-1354
   (785) 296-3004

   We do hereby adopt these procedures in resolving any civil rights/fair housing complaints.

____
James Falkner, Mayor

(SEAL)

____
Cindy Price, City Clerk

____
Date

Coffeyville
KANSAS

102 W. 7th ● P.O. Box 1629 ● 620-252-6100
Coffeyville, Kansas 67337-0949

February 24, 2015

Verdigris River Drainage District #1
c/o Montgomery County Clerk's Office
P.O. Box 446
Independence, KS 67301

Re: **Notice of Termination of Agreement**

Notice is hereby given that the City of Coffeyville elects to terminate the agreement set forth in Resolution No. R-93-14, effective one (1) year from the date of this Notice.

Submitted by,

James Falkner
Mayor

Cc: Mr. Steve Westervelt

RESOLUTION NO. R-15-26

A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF A NOTICE TO TERMINATE THE AGREEMENT BETWEEN THE CITY OF COFFEYVILLE AND VERDIGRIS RIVER DRAINAGE DISTRICT #1.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor be and is hereby authorized and directed to execute a Notice to Terminate the agreement by and between the City of Coffeyville and Verdigris River Drainage District #1 as set forth in Resolution No. R-93-14.

Adopted this 24th day of February, 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM:

____
Paul Kritz, City Attorney

RESOLUTION NO. R-93-14

This agreement is made and entered into the 10th day of May, 1993 by and between the City of Coffeyville, Montgomery, County, Kansas, a municipal corporation of the first class hereinafter called the CITY and the Verdigris River Drainage District #1 Montgomery County, Kansas, existing under and by virtue of the laws of the State of Kansas hereinafter called the DISTRICT.

WHEREAS, the District constructed and maintains a flood control levee around the easterly perimeter of the City of Coffeyville for the purpose of preventing flood waters from the Verdigris River inundating the City and uses pump and flood gates for the purpose of preventing rain water within the City from flooding district homes and property; and

WHEREAS, the District maintains that flood control levee and associated flood control pumps in conformance with U.S. Army Corps of Engineers requirements; and

WHEREAS, the District levies an annual property tax on properties within its district which lies in the easterly portion of the City; and

WHEREAS, the City and the District deem it in the best interest of both parties that the City assume the maintenance of the flood control levee and the flood control pumps;

NOW, THEREFORE, it is agreed between the District and the City that:

1) The City shall assume responsibility for the administration of the District and the maintenance of the flood control levee and operation of the flood control pumps to the satisfaction of the U.S. Army Corps of Engineers.

2) The District shall transfer to the City all equipment and existing funds owned by the District for the maintenance of the flood control levee and the flood control pumps.

3) The District shall continue to levy its annual property tax and endorse the proceeds over to the City to be used by the City for the maintenance of the levee and the pumps and the acquisition of materials and equipment for said maintenance based on an annual budget submitted by the City of Coffeyville.

4) The City shall annually prepare a budget showing the revenues and expenditures for approval by the Coffeyville City Commission at a regular Commission meeting.

5) The City shall acquire, hold and dispose of real and personal property for the benefit of the District subject to approval by the City Commission after consideration at a regular Commission meeting.

6) The City shall restrict the use of the flood control levee to pedestrian (foot traffic) or bicycle (non-motorized) along the top of the levy only. Equestrian access to the flood control levee shall be prohibited.

8) The agreement may be terminated by either party upon written notice to the other party one year in advance of the desired termination date. The disposal of any property acquired under this agreement shall be accomplished during this one year notification period to the satisfaction of both parties.

Adopted by City Commission Resolution No. R-93-14 this 10th day of May, 1993.

CITY OF COFFEYVILLE
SEAL
MONTGOMERY COUNTY, KANSAS

Perl S. Schmid

Perl S. Schmid, Mayor

ATTEST:

Stacey Johnston

Stacey Johnston, City Clerk

Approved this 5 day of May, 1993 by the Verdigris River District #1 Board of Directors.

Terry Neal

Terry Neal, Chairman

Clarence Pursley

Clarence Pursley

D. E. Van Teighen

D. E. Van Teighen

Glenna McCartney, Clerk

To Whom It May Concern:

The Verdigris Drainage District #1 Directors have agreed that the wishes of the City of Coffeyville, Corp of Engineers, Fema, Montgomery County Preparedness, be fulfilled, for the City to assume full responsibility for maintenance and operation of the districts facilities.

The Directors are unaware of any dispute between themselves and the parties mentioned. The City has had the opportunity in the past, according to the January 1980 proposal by the City, for providing assistance to the district, however, the proposal was never fulfilled.

In signing this agreement, we strongly anticipate the City will fulfill its duties in accordance with THIS agreement, that the transition and an instructional period for the procedure of the operation of the gates and pumps should begin immediately between the City and the Corp of Engineers.

The drainage district budget is in place for the year of 1993, and we feel that we are indebted to the district to use some of those funds for previous commitments. Terry Emert of the County Engineers has agreed to loan the long arm sidecutter to us to cut slopes another ten feet of woody growth. Also we will use our mowing equipment to mow the full length as usual. At the end of the mowing season we will deliver the mowing tractor and tools, plus transfer remaining budget money to the City.

Verdigris Drainage District #1
Directors: Terry Neal
Darrell VanTeighen
Clarence Pursley

Order Form forCity Of Coffeyville

Customer Account: 682694

Attn: Trisha Purdon
City Of Coffeyville
PO Box 1629
102 W 7th
Coffeyville, KS 67337-8029
620-252-6103
Email: tpurdon@coffeyville.com
Fax:

800-891-1899

hibu Inc.

Publisher of Yellowbook

Order Number: 41890-3813037

Sales Rep: 41890 BUSCH, RYAN C

Jul 16, 2014

Alphabetical Listings will appear as follows:
Listing 1 Hillcrest Golf Course Coffeyville KS 67337 .... 620-252-6190 www.coffeyville.com
Listing 2 Coffeyville Aquatic Center Coffeyville KS 67337 .... 620-252-6041 www.coffeyville.com
Listing 3 Hillcrest Golf Course Coffeyville KS 67337 620-252-6190
Listing 4 Walter Johnson Park 701 Hargis Coffeyville KS 67337 .... 620-252-6108 www.coffeyville.com
Listing 5 Walter Johnson Park 701 Hargis Coffeyville KS 67337 620-252-6108
Listing 6 Coffeyville Aquatic Center Coffeyville KS 67337 620-252-6041
Listing 7 Coffeyville-City Of City Hall .... 620-252-6100 Electric Emergency 24 Hr .... 620-252-6180 Engineering .... 620-252-6131 Customer Service .... 620-252-6125 Or .... 620-252-6109 Or .... 620-252-6124 Public Service .... 620-252-6153 Airport .... 620-251-4310 Police Dispatch .... 620-252-6160 Animal Shelter .... 620-252-6060 Aquatic Center .... 620-252-6041 Planning 620-252-6128

Alphabetical Listings will appear as follows:

Listing 7 CONTINUED...
City Clerk 620-252-6108
Code Enforcement 620-252-6149
Finance 620-252-6103
Golf Course Pro Shop 620-252-6190
Library 620-251-1370
Police Business Office 620-252-6114
Human Resources 620-252-6121
Fire, Non Emergency 620-252-6148
City Manager 620-252-6163
City Treasurer 620-252-6142
Water Dept Customer Svce or New Accnts 620-252-6124
Water Department Emergency 24Hrs 620-252-6150
Wireless Internet 620-252-6117
Wireless Internet Help Desk 620-252-6090

Listing 8
Pfister Park
Located on N Buckeye
Coffeyville KS 67337 620-252-6108

Listing 9
Hillcrest Golf Course
Located On North Cline In Pfister Park
Coffeyville KS 67337 620-252-6190

Web Listings:

Web Listing 2
Coffeyville Aquatic Center
N Buckeye
Coffeyville, KS 67337-8029
620-252-6041
Web Address: www.coffeyville.com

Web Listing 5
Hillcrest Golf Course
North Cline
Pfister Park
Coffeyville, KS 67337-8029
RCF Phone: 620-464-4642
Web Address: www.hillcrestgolfcoffeyville.com

Web Listing 4
Hillcrest Golf Course

Web Listings:
Web Listing 4 CONTINUED... North Cline Pfister Park Coffeyville, KS 67337-8029 RCF Phone: 620-464-4642 Web Address: www.coffeyville.com
Web Listing 3 Walter Johnson Park Coffeyville, KS 67337 620-252-6108 Web Address: www.coffeyville.com

Yellowbook.com: Yellowbook.com-W

Web Listing	Copy	Ad Appears Under Classifications/Headings	AD	Plan	One Time	Monthly
3	S	Campgrounds & Recreational Vehicle Parks	NGPB - Net Gold Placement Bundle	X	0.00	0.00
		Coverage Area: Montgomery County, KS				
4	S	Golf Courses	NGPB - Net Gold Placement Bundle	1E	0.00	0.00
		Coverage Area: Montgomery County, KS				
5	Z	Golf Courses	NPP - Net Profile Page		0.00	0.00
		Coverage Area: Greater Bartlesville Area, OK				
3	S	Mobile Run of Site Banner	MRB - Mobile ROS Banner	AA	0.00	0.00
		Coverage Area: Montgomery County, KS				
4	S	Mobile Run of Site Banner	MRB - Mobile ROS Banner	AA	0.00	0.00
		Coverage Area: Montgomery County, KS				
2	S	Swimming Pools-Private & Public	NGPB - Net Gold Placement Bundle	X	0.00	0.00
		Coverage Area: Montgomery County, KS				
3	S	Website	AWFB - Adworks Website Foundtn Bndle	AN	0.00	0.00
		Coverage Area: National				
				Total $:	**0.00**	**0.00**
				Deposit Paid $:	**0.00**	**0.00**

Print: Montgomery County, KS 2015

Estimated Distribution: 18,000 (see paragraph 4b below)

Listing	Copy	Ad Appears Under Classifications/Headings	AD	Plan	One Time	Monthly
		Business Builder Package	BDLC - Bundle Processed Color	P2	0.00	154.00
5	S	Campgrounds & Recreational Vehicle Parks	DQCC - Dbl Qtr Col-4 Color/Process	XB	0.00	0.00
5		Campgrounds & Recreational Vehicle Parks	ABLN - Anchor Bold Listing	F	0.00	0.00
9	S	Golf Courses	DQCC - Dbl Qtr Col-4 Color/Process	BP	0.00	0.00

Print: Montgomery County, KS 2015 CONTINUED...						
Estimated Distribution: 18,000 (see paragraph 4b below)						
Listing	**Copy**	**Ad Appears Under Classifications/Headings**	**AD**	**Plan**	**One Time**	**Monthly**
9		Golf Courses	ABLN - Anchor Bold Listing	F	0.00	0.00
9		Golf Courses	EL - Extra Line	AA	0.00	0.00
8		Parks	BLN - Bold Listing	BP	0.00	0.00
8		Parks	EL - Extra Line	AA	0.00	0.00
6		Swimming Pools-Private & Public	BLN - Bold Listing	BP	0.00	0.00
7		White Pages	WFN - White Feature Name		0.00	24.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing	F	0.00	0.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
7		White Pages	WAL - White Alternate Listing		0.00	12.00
6		White Pages	WBLN - White Bold Listing	F	0.00	0.00
3		White Pages	WBLN - White Bold Listing	F	0.00	0.00
M-Monthly				**Total $:**	**0.00**	**310.00**
				Deposit Paid $:	**0.00**	**0.00**

Print: Greater Bartlesville Area, OK 2016						
Estimated Distribution: 25,000 (see paragraph 4b below)						
Listing	**Copy**	**Ad Appears Under Classifications/Headings**	**AD**	**Plan**	**One Time**	**Monthly**
		Business Builder Package	BDLP - Bundle Print	1T	0.00	19.00

Print: Greater Bartlesville Area, OK 2016 CONTINUED...						
Estimated Distribution: 25,000 (see paragraph 4b below)						
Listing	**Copy**	**Ad Appears Under Classifications/Headings**	**AD**	**Plan**	**One Time**	**Monthly**
4		Campgrounds & Recreational Vehicle Parks	RL - Regular Listing	F	0.00	0.00
		Web Address (URL)	URL - URL	F	0.00	0.00
1		Golf Courses	BLN - Bold Listing	BP	0.00	0.00
		Web Address (URL)	URL - URL	AA	0.00	0.00
2		Swimming Pools-Private & Public	RL - Regular Listing	F	0.00	0.00
		Web Address (URL)	URL - URL	F	0.00	0.00
1		White Pages	WBLN - White Bold Listing	BP	0.00	0.00
1		Web Address (URL)	URL - URL	AA	0.00	0.00
M-Monthly				**Total $:**	**0.00**	**19.00**
				Deposit Paid $:	**0.00**	**0.00**

Agreement Totals	
One Time Fee Total $:	**0.00**
Payment On One Time Fee $:	**0.00**
One Time Fee Unpaid Balance $:	**0.00**
Monthly Agreement Total $:	**329.00**
Deposit on Monthly Agreement Total $:	**0.00**
Prepaid Discount $:	**0.00**

All monthly invoices will include a $4.00 Billing Charge (Auto Pay customers excluded).

By signing this agreement Customer agrees that an electronic record of this agreement can be provided to the Customer as the sole copy of the agreement Customer receives from hibu. Customer agrees that hibu may transmit Customer's electronic record of the agreement to Customer using the e-mail address and/or fax number specified by Customer on this agreement or otherwise communicate with or transact business pertaining to this agreement by e-mail. Customer agrees it is customer's responsibility to provide an accurate e-mail address and/or fax number, to confirm Customer is receiving e-mails from hibu and to update hibu in a timely fashion if Customer's e-mail address and/or fax number changes.

This constitutes an agreement for advertising with hibu Inc. or hibuTel Inc., in the next edition of the above telephone directory(ies) and/or for Internet Services. The terms and conditions set forth below or otherwise herein, including terms and conditions set forth at www.yellowbook.com, are agreed to by Customer and Signer.

THIS IS AN ADVERTISING AGREEMENT BETWEEN HIBU INC. OR HIBUTEL INC. AND

City Of Coffeyville AND

Print Customer Name

Authorized Signature Individually and for the Customer
(Read paragraph 15 of the terms and conditions)

Gisha Purdon

Print Signer's Name:

Trisha Purdon

Date: Jul 16, 2014

hibu Customer Agreement Terms and Conditions

1. Directory Advertising; Internet Services; Direct Marketing Services; Terms and Conditions:
Customer and Publisher (hibu Inc. or hibuTel Inc.) agree that Publisher will publish advertising in the Directories and/or provide the Internet Services and/or provide the Direct Marketing Services, in accordance with the terms and conditions of this agreement. These terms and conditions and all applicable additional terms and conditions, order forms and other separate contracts agreed to by you to buy Publishers products and services shall together be referred to as this "agreement." The term "Directories" means the directory or directories set forth in this agreement. The term "Internet Services" means the internet advertising and/or website design services set forth in this agreement or in a separate agreement between Publisher and Customer. The term "Lead Tracker" means the lead tracking services set forth in this agreement. The term "Direct Marketing" means the direct marketing services set forth in this agreement. Additional terms and conditions governing Internet Services, Lead Tracker services and Direct Marketing services are set forth below and are available at www.yellowbook.com. The additional terms and conditions applicable to Customer are hereby incorporated into, and are a part of, this agreement.

2. No Obligation to Publish:
Publisher reserves the right to reject this agreement, and/or any copy that it deems, in its sole discretion, to be objectionable. Publisher may reject this agreement at any time within twenty (20) business days after delivery of this agreement by Customer to Publisher. Publisher may reject any copy within twenty (20) business days after such copy is submitted by Customer to Publisher.

3. Credit:
Signer authorizes Publisher to check credit history of signer and Customer with bank and trade references and business and/or consumer credit reporting agencies and further authorizes any such credit reporting agency to provide credit information about signer and/or Customer to Publisher. Signer and Customer agree that Publisher may share signer's and/or Customer's payment record with credit reporting agencies. Publisher has the right to establish credit limits and terms, require deposits, advance payments (e.g., 50% in advance, full payment in advance) or to cancel this agreement if Customer's or signer's, as the case may be, credit history proves to be unsatisfactory, in Publisher's sole, but commercially reasonable, discretion.

4. Duration of Agreement; AUTOMATIC RENEWAL; Distribution of Directories:
A. With respect to advertising in the Directories, the term of this agreement is equal to the issue period for each Directory. The issue period for each Directory is 12 months from date of publication. Publisher reserves the right to extend or reduce a Directory's issue period by no more than six months. If the issue period of a Directory is extended, charges will be extended accordingly. With respect to Internet Services, the initial term of this agreement is for 12 months. Thereafter, this agreement will continue in effect with respect to the Internet Services until Publisher or Customer cancels. Any cancellation by Customer under this paragraph 4.A shall be made in accordance with paragraph 8.
B. WITH RESPECT TO ADVERTISING IN A DIRECTORY, BY ENTERING INTO THIS AGREEMENT WITH PUBLISHER, CUSTOMER AGREES TO THE AUTOMATIC RENEWAL OF CUSTOMER'S ADVERTISING IN SUCCESSIVE ISSUES OF SUCH DIRECTORY, ON THE SAME TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, PROVIDED THAT: (i) THE FORM AND CONTENT OF CUSTOMER'S ADVERTISING IN THE SUCCESSIVE ISSUE OF THE DIRECTORY IS MATERIALLY THE SAME AS THE FORM AND CONTENT OF CUSTOMER'S ADVERTISING IN THE PRIOR ISSUE OF THE DIRECTORY; (ii) NOTICE IN WRITING OF SUCH AUTOMATIC RENEWAL IS SENT TO CUSTOMER BY PUBLISHER AT LEAST FORTY-FIVE (45) DAYS BEFORE THE CLOSING DATE OF THE SUCCESSIVE ISSUE OF SUCH DIRECTORY AND CUSTOMER DOES NOT GIVE NOTICE IN WRITING TO PUBLISHER CANCELING SUCH AUTOMATIC RENEWAL BY THE DATE SPECIFIED IN THE NOTICE, AT LEAST SEVEN (7) DAYS PRIOR TO SUCH CLOSING DATE; (iii) WHERE CUSTOMER HAS PURCHASED ADVERTISING IN A DIRECTORY AS PART OF A BUNDLE WITH OTHER PRODUCTS, THE AUTOMATIC RENEWAL OF CUSTOMER'S ADVERTISING IN THE DIRECTORY WILL INCLUDE AUTOMATIC RENEWAL OF THE OTHER PRODUCTS INCLUDED IN THE BUNDLE; AND (iv) THE COST FOR THE ADVERTISING WILL BE THE THEN-CURRENT PRICE ESTABLISHED BY PUBLISHER FOR SUCH ADVERTISING AND WILL BE INDICATED IN THE NOTICE OF AUTOMATIC RENEWAL SENT TO CUSTOMER. SEE PARAGRAPH 4.A OF THIS AGREEMENT FOR INFORMATION ABOUT THE ISSUE PERIOD OF DIRECTORIES. IN THE EVENT THAT CUSTOMER CANCELS THE AUTOMATIC RENEWAL OF ADVERTISING IN SUCH DIRECTORY AND CUSTOMER WISHES TO AGAIN ADVERTISE IN SUCH DIRECTORY, A NEW AGREEMENT BETWEEN CUSTOMER AND PUBLISHER FOR ADVERTISING IN SUCH DIRECTORY WILL BE REQUIRED.

C. Customer acknowledges that Publisher honors opt-out requests from consumers who do not wish to receive Directories. Customer also acknowledges that Publisher may use targeted distribution to heavier directory users and therefore may not distribute Directories to all households within the directory coverage area. Customer further acknowledges that the print quantity shown in the body of this agreement is an estimate and may vary from the quantity distributed.

5. Disconnection of Customer's Phone Number or Termination of Internet Services:
The change or disconnection of a phone number in an advertisement, or termination of Internet Services by Customer, will not release Customer from its obligations under this agreement.

6. Payment (Print Advertising and Internet Services):
A. Customer agrees to pay the amounts listed on the reverse side of this agreement for print advertising in the Directories and/or Internet Services. B. For print advertising, Publisher will bill Customer monthly for the issue period of each Directory. Publisher may require full payment in advance or at its discretion may bill Customer monthly or annually or as indicated on the reverse side of this agreement. C. For Internet Services, Publisher may require full payment in advance or at its discretion may bill Customer monthly or annually, as indicated on the reverse side of this agreement. D. If Publisher does not receive the full amount invoiced by the due date on the bill, Publisher may assess a late charge not to exceed 1.5% per month of the overdue amount. If Customer fails to pay any bill, whether for print advertising or Internet Services, within thirty (30) days of the due date or, in the case of Internet Services, such shorter period as is provided in the Internet Services terms and conditions, Publisher will have the following rights: 1. Publisher may require full and immediate payment of all amounts due under this agreement. 2. Publisher may cancel publication of Customer's print advertisements in any as then unpublished Directories, and 3. Publisher may suspend or cancel the Internet Services. E. Any deposit may be applied to the last payment coming due under this agreement and/or to delinquent balances. F. Customer agrees to pay a $4.00 handling charge for each installment bill issued by Publisher. The handling charges will be waived for Customers on the AutoPay program. G. Accounts with a monthly charge of $35.00 per month or less will be required to the pay the full annual amount upon receipt of the first invoice. H. All payments will be applied first to the oldest balances outstanding.

7. Copy, Proofs and Revisions:
A. Customer must furnish all copy for print advertising and/or Internet Services prior to the reasonable deadlines set by Publisher. If Customer fails to do so, Publisher may create and publish such copy. Publisher reserves the right to exercise printers prerogative concerning details relating to typeface and style, use of benday and minor adjustments in layout. Publisher will endeavor to furnish proofs of new and revised display print advertisements, but failure to do so will not relieve Customer of its obligations under this agreement. Color is at the discretion of Publisher. No specific color is guaranteed. Publisher reserves the right to modify camera ready or "spec art" if it does not meet Publisher's printing requirements. B. It is Customer's responsibility to notify Publisher, in writing, of any and all name, address or telephone number changes prior to the applicable deadline of each Directory, If Customer fails to do so, Customer will remain obligated to make payments for its advertisement, regardless of whether Publisher was able to make the necessary changes. C. Publisher will determine all headings that appear in its directories. Publisher, at its sole discretion, may refuse to publish an advertisement under a particular heading and does not guarantee the position of an advertisement under a particular heading. Failure to publish an advertisement in a particular position shall not be the basis for claim or adjustment to the amount owed by Customer. Publisher may change the form, appearance, size and content of any of the Directories or of its internet site at any time without notice to Customer. D. CUSTOMER AGREES THAT PUBLISHER, ITS EMPLOYEES, AFFILIATES AND AGENTS SHALL NOT BE LIABLE FOR ERRORS OR OMISSIONS IN DIRECTORY ADVERTISING IN EXCESS OF THE AMOUNT PAID FOR THE ITEM(S) AND SHALL NOT BE LIABLE FOR LOST PROFITS, DIRECT OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES ARISING OUT OF SUCH AN OMISSION OR ERROR. NO ADJUSTMENT WILL BE GIVEN FOR DELAY OF PUBLICATION OR DISTRIBUTION OR FOR CHANGES IN THE ANTICIPATED NUMBER OF DIRECTORIES TO BE PUBLISHED OR DISTRIBUTED. PUBLISHER'S LIABILITY FOR ERRORS IN LISTINGS SHALL BE LIMITED TO THE PRICE OF THE LISTING IN QUESTION, AND THERE WILL BE NO ADJUSTMENT WITH RESPECT TO FREE LISTINGS OR FREE ADVERTISEMENTS. IT IS THE CUSTOMER'S RESPONSIBILITY TO NOTIFY PUBLISHER OF ERRORS OR OMISSIONS IMMEDIATELY WITH RESPECT TO CUSTOMER'S INTERNET SERVICES. PUBLISHER WILL ENDEAVOR TO CORRECT ANY SUCH ERROR OR OMISSION PROMPTLY. CUSTOMER WILL NOT BE ENTITLED TO ANY ADJUSTMENT OR CREDIT DUE TO ERRORS OR OMISSIONS IN CUSTOMER'S INTERNET SERVICES. PUBLISHER'S SOLE OBLIGATION BEING TO CORRECT ANY SUCH ERROR OR OMISSION. LIMITATION OF LIABILITY-BY CATEGORY: 10% ADJUSTMENT - TYPOGRAPHICAL ERRORS, INCORRECT/OMITTED LOGO, LAYOUT ISSUE (BORDERS, APPEARANCE, FONT) INCORRECT E-MAIL OR URL ADDRESS 25% ADJUSTMENT - INCORRECT ALTERNATIVE PHONE NUMBER, MISSPELLED BUSINESS NAME/ ADDRESS, INCORRECT ILLUSTRATION/PHOTOGRAPH 100% ADJUSTMENT - OMISSION OF ADVERTISEMENT, INCORRECT MAIN PHONE NUMBER NO ADJUSTMENT - PLACEMENT, POSITION, INACCURACIES WITH FREE LISTINGS OR FREE ADVERTISING ITEMS, NO PROOF OF ADVERTISING RECEIVED, VARIATIONS OR ERRORS IN COLOR ADJUSTMENT EQUAL TO THE PUBLISHER'S STATED CHARGE - OMISSIONS OF COLOR/ HIGHLIGHT E. IN NO EVENT WILL PUBLISHER, ITS EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE TO CUSTOMER FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, ALLEGED LOSS OF BUSINESS, REVENUES OR PROFITS OR THE COST OF OTHER FORMS OF ADVERTISING. CUSTOMER UNDERSTANDS THAT THIS LIMITATION OF LIABILITY WILL APPLY TO ANY CLAIM AGAINST PUBLISHER, ITS EMPLOYEES, AFFILIATES AND AGENTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON BREACH OF CONTRACT, TORT (SUCH AS NEGLIGENCE) OR STRICT LIABILITY OR STATUTE.

8. Cancellation/Notices to Publisher:
With respect to print services, Customer may cancel this Agreement, upon written notice to Publisher given prior to the fourteenth (14th) day after Customer signs this Agreement (prior to the fourteenth (14th) day after Customer's voice verification of this Agreement if this Agreement was made by way of telephone sale). With respect to the Internet Services, other than the WebReach Services and Microsoft Search and Display Services, Customer may cancel this Agreement seven (7) days prior to the establishment of the Internet Services. With respect to the WebReach Services and Microsoft Search and Display Services, Customer may cancel this Agreement effective after the initial six (6) months of WebReach Services or Microsoft Search and Display Services (as applicable) on twenty (20) days prior notice to Publisher. Customer shall give any written notice to Publisher required by this Agreement by certified mail, return receipt requested, reputable overnight courier or hand delivery, and notices will be deemed to have been given, one (1) day after date of mailing or date of deposit with a reputable overnight courier, or on the day of delivery if delivered by hand. Any such notice shall be addressed to Customer Service, Attn: Cancellations, hibu Inc. at 6300 C St SW., Cedar Rapids, IA 52404. Customer acknowledges that Publisher shall retain any deposit, which will be applied to any future print services or Internet Services purchased by Customer within two (2) years from the date of this Agreement. At the end of such two-year period, Customer will forfeit the deposit including any right to apply the deposit to future print services or Internet Services.

9. Force Majeure:
Publisher shall not be liable to Customer for any failure of the Internet Services resulting from events beyond Publisher's control, including fire, accident, acts of God, strike, power or telephone failure or the inability to obtain access to any website included in the Internet Services.

10. Right to Use Trademarks and Photographs; Permits and Licenses; No Endorsement; Indemnification:
A. Customer represents and warrants that it has the right to use any trademark, trade name, or copyrighted material included in any copy submitted to Publisher. Customer also represents and warrants that it has the right to use any artwork, portrait, picture or illustration of a person shown in any copy submitted to Publisher. Customer will notify Publisher, in writing, if Customer should cease to have any such right. Customer assumes sole responsibility for the protection of its intellectual property rights in any writing, pictorial illustration, design, map, photograph, or combination thereof, included in its print advertising or the Internet Services. B. Customer represents and warrants that it holds all necessary permits and licenses to provide the products and services identified in its print advertising or in the Internet Services and to appear under the heading classification(s) listed on this agreement. Customer agrees that it is responsible for ensuring that its print advertising and Internet Services comply with any laws or regulations that may be applicable to its business. Customer understands and agrees that Publisher does not approve or endorse any of Customer's products or services, whether or not identified in Customer's print advertising or in the Internet Services. C. Customer agrees to indemnify Publisher (and its employees, affiliates and agents) against, and hold Publisher (and its employees, affiliates and agents) harmless from, all liability, claims demands, suits or causes of action, whether or not partially attributable to the negligence of Publisher, and will pay all expenses, including reasonable attorney fees, settlements, and/or judgments, incurred by Publisher in the defense thereof, arising out of Customer's breach or alleged breach of the foregoing representations and warranties.

11. Successors and Assigns; Entire Agreement:
Customer acknowledges having entered into this agreement without relying upon any promises, statements, estimates, representations, warranties, conditions or other inducements, expressed, implied, oral or written, not specifically set forth herein. This agreement contains the entire understanding between the parties and shall bind the parties and their respective successors and assigns. Customer may not assign its rights hereunder without the prior written consent of Publisher, and no such assignment shall relieve Customer of its liability hereunder.

12. Collection Expense:
In the event Publisher refers Customer's account to a collection agency or attorney due to a non-payment, Customer will be liable for all of Publisher's reasonable costs and expenses incurred in connection with Customer's non-payment, including, without limitation, court costs and reasonable attorneys' fees up to 25% of the amount of the unpaid account balance (plus interest accrued thereon).

13. Sales Representative Not Authorized to Make Changes:
The sales representative of Publisher has no authority to make any changes in this agreement or to commit Publisher in any manner whatsoever in contradiction to the provisions expressly set forth in this agreement.

14. Miscellaneous:
A. The individual signing this agreement on behalf of Customer represents and warrants that he or she is authorized to sign as an owner, officer, partner, or employee of Customer and that he or she is empowered to bind Customer to the term and conditions contained herein. B. This agreement shall be governed by, and interpreted in accordance with, the laws of the state in which Customer maintains its principal place of business. C. Rates include Sales Tax where applicable. D. If any provision of this agreement is held to be unenforceable, such holding shall in no way invalidate any other provision hereof, and this agreement shall remain in full force and effect. E. This agreement may be executed and delivered in any number of counterparts, and all such counterparts shall constitute the same instrument. Customer understands and agrees that an authentic copy or electronic reproduction of this agreement shall have same force and effect as an original counterpart. F. This agreement supersedes any other verbal or written agreement between Customer and Publisher. This agreement may not be changed except by a writing signed by an authorized signatory of Customer and Publisher. G. IN ANY LEGAL PROCEEDINGS RELATING TO THIS AGREEMENT, PUBLISHER AND CUSTOMER HEREBY AGREE TO WAIVE ANY RIGHTS THEY MAY HAVE TO PARTICIPATE IN ANY CLASS, GROUP OR REPRESENTATIVE PROCEEDING, AND PUBLISHER AND CUSTOMER HEREBY AGREE TO WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.

15. Authority; Persons Obligated; Signer Obligated:
The signer agrees that he/she has the authority and is signing this agreement (1) in his/her individual capacity, (2) as a representative of the Customer, and (3) as a representative of the entity identified in the advertisement or for whose benefit the advertisement is being purchased (if the entity identified in the advertisement is not the same as the Customer or the signer). By his/her execution of this agreement, the signer personally and individually undertakes and assumes, jointly and severally with the Customer, the full performance of this agreement, including payment of amounts due hereunder.

WEBSITE DEVELOPMENT AND DOMAIN NAMES/URLs - ADDITIONAL TERMS AND CONDITIONS

1. Introduction
These Website Development and Domain Name/URL Additional Terms and Conditions are incorporated into and form a part of the Agreement between Customer and Publisher applicable to the Website Development, Maintenance and Domain Name/URL Services ("Services") to be provided by Publisher to Customer. In the event of any conflict between these Additional Terms and Conditions and the Terms and Conditions set forth in the Agreement between Customer and Publisher, these Additional Terms and Conditions shall be controlling.

2. Services
Publisher will develop, design and build a custom website ("Website") for Customer. Publisher will maintain the Website for the duration of the term of the Agreement between Customer and Publisher. Publisher will also purchase a domain name/URL on behalf of Customer.

3. Domain Names/URLs
Once a domain name/URL is acquired by Publisher for Customer it may not be changed or exchanged and Customer will not receive a refund for any domain name/URL Customer decides not to use. The domain name/URL remains the property of Publisher for the entire term of the Agreement between Customer and Publisher. At expiration of the term of the Agreement and upon payment to Publisher of all amounts then owing by Customer and any applicable costs of transferring the domain name/URL from Publisher to Customer, Publisher will transfer the domain name/URL to Customer.

4. Policies
Publisher reserves the right to amend these Additional Terms and Conditions and to establish and revise its standards, policies, practices, specifications, technical requirements and schedules with respect to the Services (collectively, the "Publisher Policies"). Customer agrees that a change in Publisher Policies may be published or linked by or through Publisher and shall not entitle Customer to any reduction in the amounts payable for the Services by Customer to Publisher.

5. Fees
Customer agrees to pay fees for the Services as provided in the Agreement. Fees will include a Website set up fee (if and as shown on the order page of the Agreement) payable upon signing of the Agreement. Where the Website is sold as part of a [bundle with other Internet products (and not print products)] the monthly fee payable by Customer for the bundle: (a) will be $10.00 per month (in lieu of the monthly fee for the product bundle shown on the order page) beginning with the first publication of any product included in the bundle and continuing until publication of the Website; and (b) will be the monthly amount shown on the order page of the Agreement beginning with publication of the Website and continuing for the balance of the term of the Agreement.

6. Website Content and Intellectual Property Rights
All tangible and intangible works of any kind (including, without limitation, text, graphics, images, illustrations, artwork, maps, photographs, fonts, visual and audio recordings, Website, software, codes, HTML and other content, in whatever form or media) designed, developed, created or procured by Publisher in connection with the Services will be the sole and exclusive property of Publisher, except for: (i) "Customer Content," which means all content that Customer provides to Publisher, including, without limitation, listing information, any trade name, trademark, trade secret, service mark, copyright, patent or other intellectual property right, any URL or domain name and any required disclosure, explanation, rule, term or condition of use related to any Advertising and (ii) any content that Publisher licenses from a third party content provider for use in connection with such Services, including, without limitation, graphics, text and photographs (collectively, "Third Party Content"). The use of any and all Third Party Content will be subject to all restrictions and obligations imposed by the third party provider of such content ("Third Party Restrictions").

7. Customer Content
Customer agrees that Customer will produce and deliver any and all Customer Content in accordance with all applicable specifications, schedules, guidelines, procedures, deadlines, format and technical requirements as Publisher may establish from time to time (collectively, the "Publisher Schedules"). Customer acknowledges that Customer's failure to comply with any Publisher Schedule may cause the Services to be delayed or refused and Customer agrees that Publisher will have no liability for any such delay or refusal. If Publisher determines, in the exercise of its sole discretion, that Customer has violated Customer's obligation to comply with the Publisher Schedules, then Publisher may temporarily and/or permanently suspend its provision of, and Customer's access to and use of, any Services, in whole or in part, without prior notice.

8. Customer Responsibility
Customer assumes sole responsibility for (i) the protection of the trade names, trademarks, trade secrets, service marks, copyrights, patents and other intellectual property rights in any Customer Content appearing in Advertising or on a Website; (ii) conducting any copyright and trademark searches and other similar activities which may be necessary in relation to any domain name contained in Customer Content (including those that Publisher may register for Customer); and (iii) including appropriate copyright and trademark notices with Customer Content. Customer agrees to ensure the accuracy of all materials provided to Publisher for incorporation on Website including, without limitation, content, claims, warranties, nature of business and contact information for Customer. Customer further agrees that it is responsible for ensuring that the Website conforms to all local, state and Federal laws.

9. Publisher Rights
Customer agrees that Publisher will have the continuing right, in the exercise of its sole discretion, to review, select from or among, revise or reject any Customer Content for any reason, including but not limited to unsatisfactory technical quality, inconsistency with any Publisher Policies, or non-compliance with the Agreement. Notwithstanding such right, Publisher will have no liability whatsoever to Customer or any third party for any Customer Content included in any Advertising or on a Website and Customer shall be solely and exclusively liable therefore. If Customer provides information that is untrue, inaccurate, incomplete, or Publisher has reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, Publisher, at its sole discretion, may suspend or terminate the Services. Publisher has the right to remove any content at its sole discretion. Customer bears all risk associated with the use of any content.

10. Disclaimer and Limitation of Liability
Publisher makes no representation, warranty or guarantee, express or implied, concerning the Website or the Services, except as set forth herein. Publisher expressly disclaims all other warranties, express or implied, including without limitation any warranty of merchantability and fitness for a particular purpose. Publisher will not be liable for any consequential, special, indirect, exemplary, punitive, or other damages whether in contract, tort or any other legal theory, even if advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy. Publisher's aggregate liability to Customer is limited to amounts paid or payable to Publisher by Customer for the Services giving rise to the claim. Remedies set forth in this section 9 shall be Customer's sole and exclusive remedies for any claims Customer may have under the Agreement.

11. Indemnification
Customer shall indemnify and defend Publisher, its agents, affiliates, and licensors from all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees and expenses, and third party claim or liability (collectively, "Liabilities") arising out of Customer's use of the Services and Website or Customer's breach of the Agreement. Specifically, Customer agrees to defend, indemnify, and hold harmless Publisher, its agents, affiliates, and licensors from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim in connection with Customer's Website or the URL and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including reasonable attorneys' fees and expenses.

12. License
Customer hereby grants to Publisher a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, modify, display, publish, perform, prepare derivate works based on and distribute (for Publisher's sole benefit and in any form or media now known or hereafter developed, and in any and all languages) Customer Content: (i) in connection with the design, development, creation, display and publication of the Website (or any derivative thereof); (ii) in connection with Publisher's provision of Services; and (iii) in any Publisher marketing or promotional materials. Without limiting the generality of the foregoing, Publisher shall have the right (i) to sub-license to third parties any or all of the rights afforded to Publisher in the preceding sentence and (ii) to license to third parties the right to use, copy, record, modify, display, publish, perform and distribute the Website (and any portions thereof) in any form or media now known or hereafter developed, subject to (a) any Third Party Restrictions governing any Third Party Content contained in the Advertising and (b) such other terms and conditions as Publisher may deem appropriate. Publisher and its third party sub-licensees may use any presently existing and future means of communication or transmission in the exercise of any of the rights and licenses granted above. Customer further grants Publisher the right and license to make a reasonable number of archival or back-up copies of the Website as deemed necessary at Publisher's sole discretion. Publisher is not responsible for returning Customer files, documents or other items provided by Customer.

13. Customer's Additional Representations and Warranties
Customer represents, warrants and covenants that Customer has the necessary rights to provide all information required under the Agreement (including all content, data, data feeds, listings, titles, URLs, descriptions) for use as described in the Agreement, and that all such information and all claims, statements, products and services contained or referenced therein: (a) do not violate any law, statute, ordinance, treaty or regulation or policy or guideline of Publisher; (b) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (c) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (d) are not false, deceptive or misleading; (e) are not defamatory, libelous, slanderous or threatening; and (f) will be free of viruses, worms, bots or other computer programming routines that may potentially damage, interfere with, intercept or expropriate any system data or personal information.

14. Force Majeure
Publisher shall not be liable for any default or delay in the performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond Publisher's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, power outages, supply shortages or the failure of Customer or any third party to perform any commitment relating to the production or delivery of any equipment or material required for Publisher to perform its obligations hereunder.

15. Availability of Services
Publisher shall use commercially reasonable efforts to attempt to provide the Services, including access to Customer's Website, in a manner that will not disrupt Customer's business. Customer acknowledges and agrees that from time to time the Website may be inaccessible or inoperable for various reasons, including but not limited to (i) maintenance procedures or repairs performed by Publisher; (ii) equipment failures; (iii) congestion of the network; or (iv) interruption of telecommunication or digital transmission link. Customer acknowledges and agrees that Publisher is not liable for these periodic interruptions in Website availability and further acknowledges that Publisher does not guarantee Website accessibility on a continuous and uninterrupted basis.

16. Suspension or Termination
Publisher reserves the right to deny, terminate, or suspend Services without notice if, in Publisher's sole discretion, the Services are used by Customer in a manner that violates or may violate any custom, use, practice, rule, law, statute or regulation, and Publisher reserves the right to reject, alter, modify, or remove Customer's Website, website domain name, URL address, or any website content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which Publisher in its sole discretion deems to be (i) infringing on a propriety interest of a third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right, or (ii) stating or implying that Publisher endorses the Customer's products or services, or (iii) illegal, pornographic or obscene. Publisher may, in its sole and exclusive discretion, suspend or terminate Customer's Services and take down Customer's Website without notice if Customer violates any provision of the Agreement or these Additional Terms and Conditions.

17. Additional Publisher Rights
Publisher shall have the right to display Customer's Website in marketing and promotional materials and on Publisher's website.

Top Placement Terms and Conditions

1. Product Summary:
The Top Placement Product is designed for top visibility and top of mind exposure. Many research studies have shown that users tend to have a strong preference for advertisers that appear higher on the search results page. Generally, when an advertiser purchases a Top Placement Product for a given business heading and geography, Customer's Top Placement ad will appear in the top tier of listing results in response to a user search for that business heading (or common variations of that business heading) and geography.

2. Background:
Yellowbook.com is designed to process user requests for information, where users enter data in a "PRODUCT /SERVICE" box or a "NAME OF BUSINESS" box along with a "LOCATION" box and the site responds with results page(s) of listings. The results of each user search is a page that (i) may have a "banner" at the top of the page, (ii) displays a column of listings on the left side of the page called "Local Results" and (iii) displays a column of listings on the right side of the page called "Other businesses serving your area". The order of listings in the "Local Results" and the "Other businesses serving your area" columns is primarily based on relevance of the listings to the user's search as determined by Publisher's search algorithm. In the case of equal relevance, advertisers appear in descending sequence according to the level of internet product (e.g. Gold, INT) purchased by Customer. Product Heading; Pricing. The Top Placement Product is available for specified business headings for both local advertisers and national advertisers.

3. Local; National:
The Top Placement Product for local advertisers consists of the first two listing positions in the "Local Results" section of the search results page. The Top Placement Product for national advertisers consists of the first two listing positions in the "Other businesses serving your area" section of the search results page.

4. Product Market:
The Top Placement Product is available for two local advertisers in each market. The market for the local Top Placement Product is determined principally by reference to the geographic scope of Publisher print directories. As between the two Top Placement local advertisers in each market, first and second positions are determined on a random basis resulting in each local Top Placement advertiser having an equal chance of being first over time. Product Detail-Variants. The Top Placement Product covers only the specified Top Placement business heading and common synonyms and other variants of that business heading, as determined by Publisher. Example: In the case of the Top Placement product for the "Insurance-Automobile" business heading for the Philadelphia Publisher directory, if a user searches for "car insurance" in "Philadelphia", the Top Placement advertiser should appear in one of the first two listing positions in the Local Results Section of the search results page.

5. Product Detail-Additional Search Terms:
A Top Placement listing will not necessarily be returned when a user includes another search term in combination with the Top Placement Product business heading.

Example: In the case of the Top Placement Product for the "Plumbers" business heading for the Chicago Yellowbook directory, if a user searches for "Plumber" (or some common variant) in "Chicago", the Top Placement advertiser should appear in one of the first two listing positions in the Local Results Section of the search results page. If, on the other hand, a user searches "Plumber Supply" and "Chicago", the Top Placement advertiser may not appear in the first two listing positions, although the Top Placement advertiser may appear lower on the search results page.

6. Product Detail-Overlapping Markets:
In some cases there will be some overlap of the geographic scope of Yellowbook directories. When a user searches a location which is in the overlapping area, the Top Placement advertisers for each of the overlapping directories will be a "best match". In that event two of the Top Placement advertisers in the overlapping directory markets will be randomly selected for display. The expectation is that all "best matches" i.e., all Top Placement advertisers in the overlapping markets, will have an equal chance of being displayed in the top two listing positions over time.

Example: The Oakland County and Macomb County Yellowbook directories have some overlapping geographic scope, including Plymouth. In the case of the Top Placement Product for the "Florists" business heading for the Oakland County Yellowbook directory, if a user searches for "florist" (or some common variant) in "Plymouth", Top Placement advertisers from both the Oakland County Yellowbook directory and the Macomb County Yellowbook directory will be best matches. Two of the four Top Placement advertisers will be selected at random for the first two listing positions and the two Top Placement advertisers not selected would appear lower on the search results page.

Video Advertising Additional Terms and Conditions

1. Product Summary:
Video ads are the perfect solution for businesses whose physical location, services, products and employees can say it all. Publisher offers several video ad product options:

Custom Video Ads
Custom video ads can combine on-camera interviews, customer testimonials, facility tours, live product demos and customer interaction to create a unique, professionally-produced, commercial quality video ad. Custom video ads can be either 30 or 60 seconds in length.

PhotoMotion Video Ads
PhotoMotion video ads are an easier to produce, cost-effective video product. PhotoMotion video ads combine customer supplied photos, brochures and website images with panning and scanning techniques, background music, professional voice over and basic animation, resulting in a close to 'live' video feeling. Shooting new video is not necessary. PhotoMotion videos ads are up to 30 seconds in length.

Customer Supplied Video ads
Advertisers may supply their own video commercials for display on yellowbook.com. Customer-supplied videos are subject to approval by Publisher for content. Customer supplied videos must meet the following technical requirements: up to 60 seconds in length; up to 5M file size; up to 300 kbps; standard DVD format or any other video codec format; and 720 x 480 resolution. Customer supplied video ads over 60 seconds will require editing at an additional fee of $300.00 to fit the 60 seconds allotted.

2. Placement Product:
The video ad product MUST be associated with yellowbook.com Silver, Gold and/or Top Placement products; hence one of these products MUST be purchased with the video ad. Silver, Gold and Top Placement products, like most products, are for a 12-month contract.

3. What the User Will See:
A link to the video ad will be attached to your Yellowbook.com listing as displayed on both the results page and business details page. When the user clicks on the link, the video ad will begin to play alongside the other information about your business. The video player look and feel and the video link location, size and design will be determined by Publisher and may change from time to time.

4. Custom Videos:

Day of the Shoot
Advertisers will be contacted to arrange for the time and place of the video shoot. A welcome package with details on how to prepare and what to expect on the day of the shoot will be sent to Customer before the day of the shoot. A video professional will arrive at the Customer's premises and will work with Customer to highlight those special qualities that make Customer's business stand out from its competitors. Approximately one to two hours will be spent by the video professional at the Customer's location.

Location of the Shoot
Only one location is allowed in the video shoot. Multiple locations will involve an additional charge.

Creative Control; Delivery
Publisher has overall creative control of the video content. Advertisers can expect to see their completed Custom video ads approximately 20 business days after the day of the shoot. Changes will not be available for any custom video ad, except for factual errors found.

Video Preview
Publisher will provide Customer with email notification and a link to preview the video ad before it goes online. Changes will only be allowed to correct factual errors. Approximately five business days after email notification the video ad will "go live" on yellowbook.com.

Video Ownership
At the end of the 12-month contract, Customer will obtain ownership of the finished video ad. Such ownership includes a royalty-free license to the video ad background music and Publisher - provided graphics and images (solely for use in the video ad). The video ad is subject to a permanent license in favor of Publisher to use all or any portion of the video ad in Publisher's business. There will be additional charges for an encoded copy of the video ad or an uncompressed high quality copy of the video ad.

Video Shoot Cancellation Policy
Advertisers will receive a confirmation call from the video professional the day prior to the video shoot. Any cancellation of a scheduled video ad shoot requires notice at least 24 hours prior to the day of the scheduled video shoot. Advertisers are required to call their video professional at the number supplied in the welcome package confirming the date and time of the shoot. Videos canceled without notice at least 24 hours prior to the day of the scheduled video shoot are subject to a $200.00 cancellation fee.

Professional Script and Voice Over
Publisher will provide professional script and voice over services for Custom video ads for an additional charge of $200.00.

Re-Shoot
An advertiser may shoot a replacement Custom video ad any time within the 12-month contract period for an additional charge of $900.00.

Multiple Shoot Locations
One shoot location is included in the Custom video ad price. Multiple location options will be available for an additional charge of $150.00 per added location within a 15 minute drive of the first location.

5. Video Ad Contract Cancellation Policy:
All video ad products require an initial 12-month contract. Advertisers who cancel their Custom video ad product prior to the end of the 12-month contract term will be charged an early cancellation fee of $500.00 to cover Publisher's expenses in producing the video ad. Advertisers who cancel their PhotoMotion video ad product prior to the end of their 12-month contract will be charged for an early cancellation fee of $250.00. Cancellation of customer supplied video ad will not result in a cancellation fee. Please note that, although the Custom video ad and PhotoMotion video ad portion of the contract may be cancelled, the associated Silver, Gold and/or Top Placement product contract may not be cancelled prior to the end of the 12-month contract period.

6. Video Ad Copies
Publisher will make a 'high resolution' copy of a Custom video ad available to advertisers six (6) months following the "go-live" date for an additional charge of $500.00. Upon request Publisher will provide Customer with the completed Custom video ad, PhotoMotion video ad or Customer supplied video ad URL. URL hosting will terminate when the video ad ceases to run on yellowbook.com.

7. Watermark:
The yellowbook.com watermark will be added to ALL Custom video ads, PhotoMotion video ads and Customer supplied video ads.

8. Right to Use Trademarks and Images; Permits and Licenses; No Endorsement; Indemnification:
The right to use any trademark, trade name, or copyrighted material include in any video ad is the responsibility of Customer. Customer also must secure the right to use any artwork or illustration, or the portrait or picture of any person shown in the video ad. Customer will notify Publisher, in writing, if Customer should cease to have any such right. Customer assumes sole responsibility for the protection of its intellectual property included in its video ad.

Customer represents and warrants that it holds all necessary permits and licenses to provide the products and services identified in the video ad. Customer agrees that it is responsible for ensuring that its video ad complies with any laws or regulations that may be applicable to its business. Customer understands and agrees that Publisher does not approve or endorse any of Customer's products or services identified in the video ad.

Customer agrees to indemnify Publisher (and its employees, affiliates and agents) against, and hold Publisher (and its employees, affiliate and agents) harmless from, all liability, claims, demands, suits, or causes of action, whether or not partially attributable to the negligence of Publisher, and will pay all expenses, including reasonable attorneys' fees, settlements and/or judgments incurred by Publisher in the defense thereof, arising out of Customer's breach or alleged breach of the foregoing requirements.

☑ **I have read and accepted this agreement, including all terms and conditions.**

This ad will appear at the classification of:

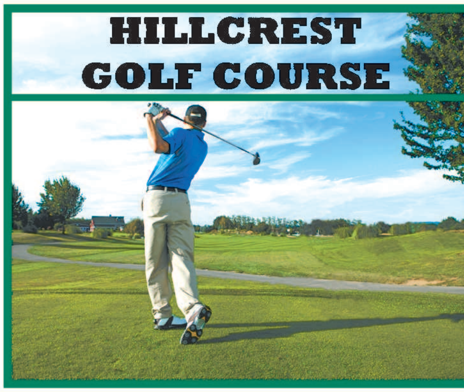
Golf Courses

In the Montgomery County, KS Directory

MP Order ☐ **Proposal#** ______ - ______

Ad Letter ☐

Date: January 27, 2015 Acct# 682694 Sales Rep: BUSCH, RYAN C Size: DQCC Ad Id: 03524BS Contract# 7045292



Perry Maxwell Design 18-Hole Course
Full Service Clubhouse
Driving Range
Call For Tee-Times

620-252-6190

Located On North Cline In Pfister Park
Coffeyville, Kansas
www.coffeyville.com

03524FMGO 05-Nov-2014 02:04

Corresponding Listing Information:
Hillcrest Golf Course
Coffeyville KS 67337
620-252-6190

If you require a change, please contact your sales representative or call Yellow Book Customer Service at 1-800-891-1899.

SIGNATURE: ______________________

A03524C1FMGO3

DUPLICATE PROOF

Please Note: Print quality may vary from final product.

This ad will appear at the classification of:

Campgrounds & Recreational Vehicle Parks

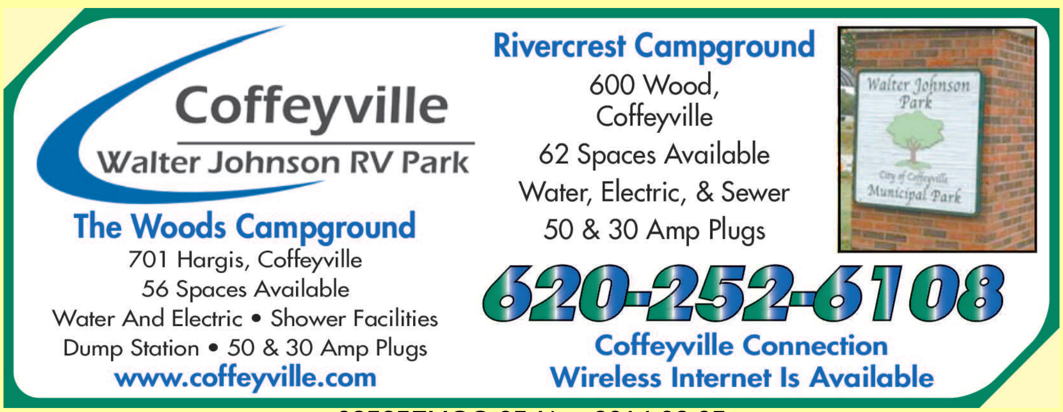
In the Montgomery County, KS Directory

MP Order☐ Proposal#________-________

hibu

Ad Letter ☐

Date: January 27, 2015 Acct# 682694 Sales Rep: BUSCH, RYAN C Size: DQCC Ad Id: 03525BS Contract# 7045292



03525FMGO 05-Nov-2014 02:05

Corresponding Listing Information:
Walter Johnson Park
701 Hargis Coffeyville KS 67337
620-252-6108

If you require a change, please contact your sales representative or call Yellow Book Customer Service at 1-800-891-1899.

SIGNATURE: ____________________________

A03525C1FMGO/

DUPLICATE PROOF

Please Note: Print quality may vary from final product.

CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	February 20, 2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-27	
AGENDA TITLE	A Resolution to oppose S Sub SB 171	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Cindy Price	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [ ] No
PURPOSE		
BACKGROUND	S Sub SB 171 is under consideration by the Kansas Legislature. This bill makes changes in the existing structure of local elections and also removes the statutes for the city manager form of government. Enclosed is information provided by the League of Kansas Municipalities regarding this bill. There have been numerous changes to the bill as it moves through the Ethics and Elections Committee. Staff is continuing to monitor this bill and will provide updated information, as well as a resolution, prior to the meeting. A list of the members of the committee and their contact information is provided.	

SPECIAL NOTES	**Senate Ethics and Elections Committee**: Sen. Mitch Holmes (R-33), Chair, Mitch.Holmes@senate.ks.gov, (785) 296-7667 Sen. Michael O'Donnell (R-25), Michael.ODonnell@senate.ks.gov, (785) 296-7391 Sen. Oletha Faust-Goudeau (D-29), Ranking Minority Member, Oletha.Faust-Goudeau@senate.ks.gov, (785) 296-7387 Sen. Steve Fitzgerald (R-5), Vice Chair, Steve.Fitzgerald@senate.ks.gov, (785) 296-7357 Sen. David Haley (D-4), David.Haley@senate.ks.gov, (785) 296-7376 Sen. Garrett Love (R-38), Garrett.Love@senate.ks.gov, (785) 296-7359 Sen. Tom Arpke (R-24), Tom.Arpke@senate.ks.gov, (785) 296-7369 Sen. Susan Wagle (R-30), Susan.Wagle@senate.ks.gov, (785) 296-2419 Sen. Kay Wolf (R-7), Kay.Wolf@senate.ks.gov, (785) 296-7390
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-15-27

A RESOLUTION TO OPPOSE THE KANSAS STATE LEGISLATURE'S CONSIDERATION OF MOVING MUNICIPAL ELECTIONS TO THE FALL.

WHEREAS, the Senate of the Kansas Legislature is considering SB 171 which moves city and school elections to the fall of odd numbered years; and,

WHEREAS, the City of Coffeyville feels that said legislation would unnecessarily interfere with local elections; and,

WHEREAS, the City has concerns that transitional issues have not been properly addressed; and

WHEREAS, the City has concerns that efforts will be made to make city elections partisan which will harm the quality of city governments in Kansas and prohibit federal employees and active duty military from running for local office; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the City officially opposes SB 171 or any other legislation that moves local elections to the fall.

ADOPTED THIS 24^{TH} DAY OF FEBRUARY 2015.

____
James Falkner, Mayor

ATTEST:

____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Paul Kritz, City Attorney

The legislature is currently considering S Sub SB 171, which would move nonpartisan city elections to the fall of odd numbered years. However, the League is concerned there will be additional efforts to move those races to the fall of even numbered years, and make them partisan. The League believes the current structure, which provides cities the flexibility to address the preferences of their citizens, is preferable to S Sub SB 171. The concerns of the League and its members are below.

Talking Points - S Sub SB 171

Transitional and Procedural Questions

- S Sub SB 171 does not address how city officials would transition to their new terms and cycles. There are also unanswered constitutional questions regarding the lengthened terms that would be necessary for the transition. It is poor public policy to requrie this massive, complex transition and provide no procedure for doing so.
- The legislation would force all 3,812 elected city officials to serve shorter or longer terms than for which they were elected. Such a move encroaches upon the democratic decisions made by Kansas communities.
- Amending all of the ordinances currently in place to adapt to a new election cycle will result in substantial publication costs for cities.

Home Rule Currently Allows Cities to Tailor Elections to Local Preferences

- Current law provides flexibility for communities to structure their local elections to reflect local preferences in a variety of ways. Cities may choose the frequencey of elections, the length of terms, staggered cycles, and the time of year in which the elections are held. Creating a uniform law takes away that flexibility to reflect the will of local citizens.

Better Options to Increase Voter Turnout

- There are a number of alternative policies the legislature could implement to increase turnout in city elections. For example, all-mail ballot elections for local races would substantially increase voter turnout, benefit taxpayers by decreasing the cost of election administration, and eliminate the effect of bad weather on election day turnout. Investigating mail-ballot elections and other alternatives is preferable to enacting flawed legislation.

Removes Statutes for City Manager Form of Government

- For the purposes of making that law uniform, the city manager form of government statutes in K.S.A. 12-1001, *et seq*., have been replaced by uniform language permitting cities to adopt or continue to operate under ordinances or charter ordinances that establish a form of government. S Sub SB 171 would require that those cities that rely on the statutes themselves to define their form of government take affirmative action to redefine their form of government. Several managers have reached out to the League with concerns that this offers insufficient protections for their form of government.

Talking Points - Opposing Amendments to Move to Even Years and Make Partisan

Competition with Other Elections

- Combining elections would make it more difficult for local officials to raise money, schedule forums and debates, and find room in cluttered yards for their campaign signs. Right now, because local elections are the only elections happening in the spring, local newspapers and other media outlets are covering the issues that are important in local communities. That is why the vast majority of American cities hold off-cycle elections.
- Research indicates that combining elections increases the incumbency rate of local officials because the large number of races on the ballot causes voters to just pick the names they recognize. Creating an election environment that makes it harder to focus on individual races is not good public policy.
- Time-strapped county officials will be less able to inform local officials about filing deadlines, campaign finance laws, statements of substantial interest, and other information.
- Adding city, school, and other jurisdictional boundaries to already confusing voting precincts would increase the opportunity for voters to go to the wrong polling place.

Partisan Elections Limit Candidates, Create Divisiveness

- The federal Hatch Act and Department of Defense Directive 1344.10 prohibit federal employees and active duty military from participating in partisan elections. Due to these restrictions, making local elections partisan would narrow the potential field of candidates for municipal offices. The League has identified a number of dedicated public servants who would be adversely affected by such a change.
- Most Kansans do not want to see party politics inserted into our local governments. Kansas municipalities reflect their residents' will, and creating additional divisions amongst governing bodies will not serve the interest of our communities.
- Primary voters who are non-affiliated with the two major parties are required to receive separate ballots for partisan and non-partisan races. This causes confusion amongst voters and election workers. Such confusion would only increase with a move to partisan municipal elections.

Ballot Length

- If elections were combined, counties would likely have to distribute two ballots to each voter. This will increase the likelihood of error, ballot fatigue, and under-voting. The percentage of voters who vote on races decreases as you move down a ballot, and adding city, school board, and other races to the same ballot will only compound that problem.
- Combining elections would also increase the number of ballot styles used during each election. Many election officers have said such an increase would be unmanageable.
- The Secretary of State has said that the only way to successfully administer combined elections is by making local races partisan and replacing wards with at-large districts. Citizens should control how they are represented on their local governing bodies.

Opportunity for Other Public Elections

- Odd-year elections are often used as a vehicle to decide sales tax issues, bond issues, and other issues that require an election by a public vote, in order to avoid paying for an additional special election. Eliminating that opportunity virtually guarantees an increase in special elections, making it difficult for cities and counties to budget for election costs.

COFFEYVILLE POLICE DEPARTMENT
2015 Statistics

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Totals
Total Incidents(PD,FD, EMS, MGSO)	1640												1640
Total Coffeyville PD Incidents	1203												1203
Traffic Stops	254												254
Total Traffic Citations Issued	157												157
KIBRS Offenses	226												226
Accident - Injury	2												2
Accident - Non Injury	7												7
Cases Assigned to Dets	12												12
Cases Cleared by Dets	4												4
Homicides	0												0
Robberies	0												0
Rapes	0												0
Other Sex Offenses	5												5
Burglaries	10												10
Vehicle Burglaries	2												2
Batteries	8												8
Domestic Violence/Disturbance	15												15
Assaults	0												0
Thefts	29												29
Stolen Auto	0												0
DUI	3												3
Animal Calls	142												142
Animal Bites	3												3
Business Alarms	18												18
Residential Alarms	7												7
Noise Complaints	13												13
Parking In Yard Complaints	3												3
Officer Initiated PIY Enforcement	0												0
Parking In Yard Citations	0												0
Other Parking Citations	0												0
Other Parking Enforcement	14												14

COFFEYVILLE RECREATION COMMISSION STAFF REPORTS

FEBRUARY 2015

Special Events/Aquatics Coordinator

Pool

- AM Lap Swim – 4 / PM Lap Swim – 8 / Water Aerobics – 9

Special Events

- Tumbling (Tiny Tots and Beginning class is full and Intermediate has 9 participants)
- Zumba (Mondays & Wednesdays 6-7pm)
- Cupid's Cakes (18 participants)
- Frosty Glow 5K/Snowball Dash (72 participants as of 2/9/15)
- **The Valentines Dance was canceled due to not reaching the min number of participants**

Buddy Program

- Buddy Hoops (started 2/3/15)
- Valentines Party
- Buddy Volleyball

Upcoming Events

- Daddy/Daughter Ball (March 14th)
- St. Patrick's Day Crafts (March 16th)
- Tumbling (March 24th)

Assistant Director / Program Supervisor

- Youth Basketball Session 2 started on January 29th. The season will run through early March.

- Spring Soccer Registration is under way.

- We are taking individual registrations for the Couch to 5K program. The couch to 5K program will focus on training to safely build up strength and endurance to participate in a 5K (3.1 miles) race, whether the participant chooses to run, run/walk or walk the distance. The group format will provide guidance, camaraderie and encouragement, both from an experienced runner coaching the program as well as others who have also made the life-changing decision to get up and get moving. The program “graduation” will be participation in the Cinco de Mayo 5K in Tulsa on Friday, May 1st. Race entry fee is included in the participation fee.

- We are also taking team registrations for a wiffle ball league. $75 per team, 8 game schedule. Games will be played at little league park on Thursday evenings. Games will start at the end of March.

- I had Mark and Brad put the baseball/softball bags together. I will need to order new equipment this month. I will be purchasing new catcher’s equipment, bats, baseballs, and softballs.

- I need to Inventory soccer equipment. I will be ordering soccer balls for this spring.

- I have emailed Mike Parry with British Soccer and asked him to attend a Saturday this spring to help promote the camp. I have always heard positive feedback from parents about the British Soccer Camp. I hope to get them here in late April or early May. The dates for the camp are June 1-5 at Sherwin Williams Park.

- We are hosting an open forum on Wednesday, February 11th at 6:30 PM to discuss programs/sports for women.

DIRECTOR

- Batting Cages are due to open in early March, weather Permitting. We are taking Measures to deter vandalism by installing a new cage around our token machine and installing cameras in the area.
- Work has concluded on several scorers booths at LeClere and Lions Club Little League Park.. We replaced flooring and some trim around windows at several booths.
- Staff will travel to Springfield, Missouri on Monday February 23 to attend the Missouri Parks and Recreation Conference. Staff wanted to change some things up this year and got the permission of the CRC Board to venture outside Kansas to see what other entities do within their departments.
- Field crew have finished topdressing Doss and Aduddell Ball Fields. They have added over 50 tons of dirt.
- We are painting our railing at Little League Park, we have had some areas where the paint has fallen off.
- Due to our recommending of our online signup company to other organizations, SportsSignup will be helping sponsor the photo booths at our Daddy/Daughter Ball ($500).